



# CITY COUNCIL MEETING

## City of Greenacres, Florida

Monday, April 15, 2024 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

### AGENDA

#### Mayor and City Council

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

#### Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

#### CALL TO ORDER AND ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### AGENDA APPROVAL

#### COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

#### SPECIAL BUSINESS

1. **Presentation:** Legislative Update. - The Honorable State Senator Bobby Powell, District 24.
2. **Presentation:** Legislative Update. - The Honorable State Representative David Silvers, District 89.
3. **Presentation:** Legislative Update. - The Honorable State Representative Katherine Waldron, District 93.

#### CONSENT AGENDA

4. **Official Council Meeting Minutes:** City Council Meeting, April 1, 2024. - Quintella L. Moorer, City Clerk.
5. **Bid No. 24-006:** Chickasaw Road replacement and L-11 Canal Piping- Addendum.
6. **Resolution 2024-16:** Approving the Professional Service Agreement between the City of Greenacres and RSC Insurance Brokerage, Inc., to provide insurance brokerage services. - Monica Powery, Director of Purchasing.
7. **Resolution 2024-17:** Approving and adopting the National Institute of Standards and Technology's Cybersecurity Framework as the City's Cybersecurity Standard pursuant to Section 282.3185, Florida Statutes. - Georges Bayard, Information Technology Director.

8. **Resolution 2024-18:** Satisfying certain liens imposed against residential property pursuant to Section 15-32 of the City of Greenacres Code. - Teri Beiriger, Director of Finance.
9. **Resolution 2024-19:** Authorizing a corrected utility easement and temporary construction easement to Palm Beach County for the expansion of the Palm Beach County Water Utilities Lift Station #5015. - Carlos Cedeno, Director of Public Works.
10. **Resolution 2024-20:** Approving the Professional Service Agreement between the City of Greenacres and Convergent Technologies, Inc., to provide security cameras and an access control system. - Monica Powery, Director of Purchasing.
11. **Resolution 2024-22:** Approving an Interlocal Agreement between the City of Greenacres and the Treasure Coast Regional Planning Council for a Safe Streets for All Action Plan. - Andrea McCue, City Manager.

## REGULAR AGENDA

12. **Ordinance 2023-23: First Reading:** Annexing two parcels of land totaling approximately 6.22 Acres, located approximately 1,300 feet east of South Haverhill Road and approximately 1,000 feet south of Melaleuca Lane, at 4964 Gardner Lane and the adjacent Lake Worth Drainage District Drainage Right-of-Way as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; and the Development and Neighborhood Services Department, agent for the City of Greenacres and the Lake Worth Drainage District (LWDD) petitioner, in accordance with Chapter 171.0413 of the Florida Statutes; providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's Official Boundary Map; Providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.
13. **PUBLIC HEARING: Ordinance 2024-03: First Reading:** 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 two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County LR-2, Low Residential, 2 unit per acre to City of Greenacres residential low density (RS-LD), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDOC); providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.
14. **PUBLIC HEARING: Ordinance 2024-04: First Reading:** Approving a zoning change and official zoning map amendment for two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.
15. **PUBLIC HEARING: Ordinance 2023-21: Second Reading:** Annexing three parcels of land totaling approximately 12.86 acres, located approximately 1,750 feet east of Sherwood Forest Boulevard and 370 feet south of Melaleuca Lane, at 4901 and 4977

South 56th Terrace and the adjacent Lake Worth Drainage District Parcel as requested by petitioner, the Development and Neighborhood Services Department, Agent for the owners, the City of Greenacres and the Lake Worth Drainage District (LWDD), providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's official boundary map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

- 16. PUBLIC HEARING: Ordinance 2024-05: First Reading:** 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 two (2) parcels of land totaling approximately 8.7 acres, located at 4901 and 4977 South 56th Terrace from a PBC LR-1 Low Residential, 1 unit per acre (low density 1 unit per acre) to the City of Greenacres Public Institutional (PI) land use designation, as requested by the Development and Neighborhood Services Department, agent for the owner the City of Greenacres; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDOC); providing for inclusion in the comprehensive plan; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.
- 17. PUBLIC HEARING: Ordinance 2024-06: First Reading:** Approving a zoning change and official zoning map amendment for two (2) parcels of land totaling approximately 8.7 acres, located at 4901 and 4977 south 56th Terrace from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU), as requested by the Development and Neighborhood Services Department, agent for the owners the City of Greenacres; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.
- 18. PUBLIC HEARING: Ordinance 2024-12: First Reading:** Amending Chapter 16, Zoning Regulations, Article 4, Supplementary District Regulations, Division 6, Temporary Uses, Section 16-718, Permit Required, and Section 16-719, Procedures in Securing Permit; creating Section 16-722; replacing outdated names of City Departments and Committees; revising the application process for the rental of park pavilions and fields; reducing the maximum occupancy for certain events on City property; providing for repeal of conflicting ordinances, severability, inclusion in code, and an effective date. - Denise Malone, Director Development and Neighborhood Services.
- 19. Appointment of Education Advisory Committee Members:** Appointing Claudia Ayala, Cassius Johnson and Maritza Sime to serve three-year terms. - Andrea McCue, City Manager.
- 20. Board Appointment to the Public Safety Officers/Firefighters Retirement Board of Trustees.** - Appointing Todd Taylor, Budget Manager to serve a four-year term. - Andrea McCue, City Manager.

**DISCUSSION ITEM - None.**

**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

**CITY MANAGER'S REPORT**

- 21.** Community Recreation Services Report.

- [22.](#) Development and Neighborhood Services Report.
- [23.](#) Economic Development Report.
- [24.](#) Finance Report.
- [25.](#) Fire Rescue Report.
- [26.](#) Information Technology Report.
- [27.](#) Palm Beach Sheriff's Office, District 16 Report.
- [28.](#) Public Works Report.
- [29.](#) Purchasing Report.
- [30.](#) Youth Programs Report.

**CITY ATTORNEY'S REPORT****MAYOR AND CITY COUNCIL REPORT****ADJOURNMENT****Upcoming Council Meetings**

May 6, 2024.

May 20, 2024.

**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](mailto: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 Moorer at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. Hearing Assistance: If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.



## CITY COUNCIL MEETING

### City of Greenacres, Florida

Monday, April 01, 2024, at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

## MINUTES

### Mayor and City Council

Joel Flores, Mayor

Peter A. Noble, Deputy Mayor

John Tharp, Councilmember, District I

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

### Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

### CALL TO ORDER AND ROLL CALL

Mayor Flores called the meeting to order at 6PM. City Clerk Moorer called the roll.

### PLEDGE OF ALLEGIANCE

### AGENDA APPROVAL

Motion made by Councilmember Diaz, Seconded by Deputy Mayor Noble to approve the agenda.

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

### COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

### SPECIAL BUSINESS

**1. Announcement of 2024 Election Results.** - Quintella L. Moorer, City Clerk.

Ms. Moorer announced the March 19, 2024, Municipal Election results as follows: Mr. Chuck Shaw, for Mayor, Mr. John Tharp, for Councilmember District 1 and Ms. Paula Bousquet for Councilmember District 5. She congratulated them all.

**2. Motion to accept Election Results.** - Mayor Joel Flores.

Motion made by Councilmember Dugo, Seconded by Councilmember Diaz to approve the 2024 Municipal Election results.

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

**3. Oaths of Offices.** - Quintella L. Moorer, City Clerk.

1. Mr. Chuck Shaw, Mayor

2. Mr. John Tharp, District 1.

3. Ms. Paula Bousquet, District 5.

Mayor Flores reflected on his tenure as Mayor of the City of Greenacres and highlighted some key accomplishments such as the new Youth Programs building, creating the Home Improvement Enhancement Grant Program, increased scholarship funding amounts, and commencing the septic to sewer conversation, just to name a few things. He continued to thank the residents, Council and Staff.

Mayor Flores challenged everyone to continue the great progress in Greenacres.

Ms. Moorer presented the Oath of Office to Mr. Shaw, Mr. Tharp and Ms. Bousquet.

Photos were taken.

Councilmember Bousquet thanked the residents of Greenacres for trusting her as an elected official, Councilmember Tharp echoed her comments and said it was an honor to serve and he looked forward to another four years.

**4. Presentation:** Hometown Health Award. - Gwen Mahabir and Lindsey Larson, Florida Municipal Insurance Trust.

Ms. Larson congratulated the City's Human Resources Department. Ms. Mahabir congratulated the City and presented Ms. Suzanne Skidmore, Director of Human Resources and Mr. Yves, Payroll Specialist with a \$25,000.00 check.

Photos were taken.

**5. Presentation:** President's Volunteer Service Awards. - Jowie Mohammed, Director of Youth Programs.

Mr. Benjamin Dexter, Youth Programs Supervisor and Ms. Michele Thompson, Director of Community Recreation Services presented over thirty-one dedicated volunteers who had contributed a total of 10,343, hours to the City of Greenacres.

**6. Proclamation:** World Autism Month, April 2024. - Howard Thomas, Dr. Robin Jones, Loden Coleman, and WE Participants of the Els for Autism Foundation.

Councilmember Diaz read the proclamation by title and welcomed Mr. Thomas, Dr. Jones, Loden Coleman and various WE participants to accept the proclamation. Mr. Thomas thanked the City for their recognition.

**7. Presentation:** Carter Kits Sensory Bags. - Chief Brian Fuller, Fire Rescue.

Mr. Fuller presented the Carter Kits and explained how they helped firefighters with autism patients. He thanked Councilmember Diaz for bringing the idea to his attention, and he was pleased to provide the service to our residents.

**8. Proclamation:** Safe Digging Month, March 2024. - Carlos Cedeno, Director of Public Works.

Councilmember Dugo read the proclamation by title. She thanked Mr. Cedeno for his hard work.

Photos were taken.

## CONSENT AGENDA

**9. Official Council Meeting Minutes:** City Council Meeting, March 18, 2024. - Quintella L. Moorer, City Clerk.

Motion made by Deputy Mayor Noble, Seconded by Councilmember Bousquet to approve the Consent agenda.

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

## REGULAR AGENDA

### **10. Appointment of Deputy Mayor** - Andrea McCue, City Manager.

Mayor Shaw thanked Deputy Mayor Noble for serving as the Deputy Mayor for 2023-2024. Mayor Shaw recognized Deputy Mayor Noble for his twenty-six years of service to the Greenacres Council.

Councilmember Dugo was appointed to Deputy Mayor for the 2024-2025 year.

Motion made by Councilmember Diaz, Seconded by Councilmember Bousquet to appoint Councilmember Dugo as Deputy Mayor.

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

### **11. Appointment of Representative and Alternate to the Palm Beach Transportation Planning Agency (TPA)** - Andrea McCue, City Manager.

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Dugo to appoint Mayor Shaw as the TPA Representative member.

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

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Tharp to appoint Deputy Mayor Dugo as the TPA Alternate member.

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

## DISCUSSION ITEM - None.

## COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Mr. Fule Dogic, Pine Ridge resident voiced his opinion regarding Councilmember Bousquet and other residents. He disagreed with the Municipal Election results and suggested the removal of the Palm Beach County Supervisor of Election.

Ms. Cindy Jones, resident congratulated Michele Thompson, Director of Community Recreation Services and her Team for the best Egg'stravaganza ever and she thanked Mr. and Mrs. Glasser for their book donations.

Commissioner Michael Barnet, Palm Beach County Commissioner, District 3, congratulated Mayor Shaw, and Councilmembers and Bousquet and Tharp on their election victory. He stated he was happy to be a resident of the City of Greenacres and he said it was an honor to serve the City.

Ms. Maria Welliver, resident suggested offering the Property Enhancement Improvement Program twice a year instead of only once. She also congratulated all the volunteers.

## CITY MANAGER'S REPORT

Ms. McCue stated the small businesses workshop hosted by the City was very well attended. The next Community Let's Talk topic would be related to social media dangers. Palm Beach Sheriff's Office would host a food distribution on April 17 at the Community Center 9am -11am.

The Chickasaw Discussion would be held on April 11 at 6PM in City Hall. Ms. McCue announced that Councilmember Diaz would be the next at-large member for the League of Cities.

**CITY ATTORNEY'S REPORT**

None.

**MAYOR AND CITY COUNCIL REPORT**

*Councilmember Tharp* - the Egg'stravaganza was fantastic.

*Deputy Mayor Dugo* - said Public Comments from the public should not be threatening or insulting, and personal insults should not be tolerated.

*Councilmember Diaz* - congratulated Mayor Shaw and Councilmembers Bousquet and Tharp and Deputy Mayor Dugo. She asked Ms. McCue to bring back information regarding House Bill 1365 regarding regulating designated spaces for camping or sleeping.

*Councilmember Bousquet* - congratulated and thanked Deputy Mayor Dugo.

*Mayor Shaw* - stated the meeting tonight was a great representation of the City. He thanked the Council for making Greenacres the best City in the state. Mayor Shaw stated Ms. McCue was the best City Manager and the City should be proud to have her. He asked the City Staff to stand and be recognized for their hard work. Mayor Shaw said the Council would work together as a team to be more involved in meeting presentations to also include Austin Lee, Director of Communications.

**ADJOURNMENT**

6:57PM.

\_\_\_\_\_  
**Chuck Shaw**  
Mayor

\_\_\_\_\_  
**Quintella Moorer, MMC**  
City Clerk

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





**ITEM SUMMARY**

**MEETING DATE:** April 15, 2024  
**FROM:** Monica Powery, Director, Purchasing  
**SUBJECT:** Bid No. 24-006 Chickasaw Road Replacement and L-11 Canal Piping - Addendum

**BACKGROUND**

On January 8, 2024 The City of Greenacres entered into an agreement with MJC Land Development, LLC for Bid No. 24-006 Chickasaw Road Replacement and L-11 Canal Piping. The City awarded MJC Land Development, LLC for the base bid amount of \$2,910,212.00 and alternate amount of \$616,007.50 which was contingent upon funding from the developer. Discussions with the developer are ongoing but in an effort to keep the project on target the city has identified available funding to cover the alternate portion of the project if required. Negotiations with the developer are still in progress. However, to ensure the project stays on schedule, the City has identified available funding to cover the alternate portion if necessary.

**ANALYSIS**

The bid alternate entails extending Chickasaw Circle approximately 350 feet westward. This expansion is crucial for enabling future development beyond the current terminus of Chickasaw Road, providing essential access to the property. Without the City's intervention to pipe the Canal and extend the road, the property would probably remain undeveloped and vacant.

The Lake Worth Drainage District has expressed support for this project addition. However, they have noted that if the extension were to be undertaken independently by a developer at a later date, separate from this project, approval from the Lake Worth Drainage District board might not be guaranteed.

**FINANCIAL INFORMATION**

Funds are budgeted in Capital Improvement Program 305-40-42-63-12 (CIP 305-233).

**LEGAL**

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

**STAFF RECOMMENDATION**

Staff recommends that the City Council approve the addendum to allocate City funds for up to \$616,007.50, as needed, to cover the expenses associated with the bid alternate.

**FIRST ADDENDUM TO AGREEMENT**  
**CHICKASAW ROAD REPLACEMENT & L-11 CANAL PIPING**

This is the first addendum to the Agreement (“Addendum”) between the **City of Greenacres**, a Florida municipal corporation (“City”) and **MJC Land Development, LLC** a Florida corporation (“CONTRACTOR”).

**WHEREAS**, on January 8, 2024 City Council awarded an Invitation to Bid (No.24-006) to the CONTRACTOR in the form of an agreement (“Agreement”); and

**WHEREAS**, City requested to amend the current terms of the Agreement to include Alternate 1 for this project in the amount of six hundred sixteen thousand seven dollars and fifty cents (\$616,007.50); and

**WHEREAS**, City and CONTRACTOR are in mutual agreement to amend the terms of the Agreement; and;

WHEREAS, the City finds amending the Agreement as set forth herein serves a valid public purpose.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises and covenants set forth herein, the sufficiency of which is acknowledged by both parties, City and CONTRACTOR hereby agree to the following:

1. The foregoing recitals are incorporated into this Addendum as true and correct statements.
2. ARTICLE 5 – CONTRACT PRICE of the Agreement has been updated as follows:

**ARTICLE 5 - CONTRACT PRICE**

- 5.1 The CITY shall pay the CONTRACTOR for completion of the work in accordance with, and as described in the Contract Documents, the total amount in current funds as follows:

The lump sum contract price base bid of two million nine hundred ten thousand two hundred twelve dollars (\$2,910,212.00) and alternate 1 of six hundred sixteen thousand seven dollars and fifty cents (\$616,007.50) for a total project cost of three million five hundred twenty six thousand two hundred nineteen dollars and fifty cents (\$3,526,219.50) as outlined in the bid proposal documents, which are hereby reproduced and is inserted herein, and is an integral part of this Agreement. The Unit prices within Base Bid Schedule and Alternate 1 Schedule shall be used in calculating Add or Deduct changes to the base bid and alternate work as described within the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Addendum to the Agreement.

**CITY OF GREENACRES, FLORIDA**

By: \_\_\_\_\_  
Chuck Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

CONTRACTOR:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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:** April 15, 2024

**FROM:** Monica Powery, Director of Purchasing

**SUBJECT:** Award of RFP No. 24-010 Insurance Brokerage Services

### BACKGROUND

The City of Greenacres desires to hire an experienced and qualified firm to provide Insurance Brokerage Services for the City's Employee Benefit Plans and General Property, Casualty/Workers' Compensation and Automobile Insurance. The RFP was advertised by the City's Purchasing Department on January 21, 2024.

### ANALYSIS

The proposals were opened February 21, 2024 with two (2) proposers responding. The attached tabulation sheet summarized the responses received. The Selection Committee was comprised of the following City personnel: Director of Human Resources and Risk Management, Director of Communications, and the City Fire Chief.

The Selection Committee meeting was held on March 6, 2024 to discuss evaluations, determine if further discussions/presentations were desired, rank and award proposers. The committee determined that further discussions and presentations were not necessary. The committee ranked RSC Insurance Brokerage, Inc. including its division, Gehring Group as the highest ranked 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 Human Resources and Risk Management Department.

### LEGAL

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

### STAFF RECOMMENDATION

Approval of Resolution No. 2024-16 authorizing execution of a one-year agreement with the option for four (4) additional one-year renewals for RFP No. 24-010 Insurance Brokerage Services to RSC Insurance Brokerage, Inc.

**RESOLUTION NO. 2024-16**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF GREENACRES AND RSC INSURANCE BROKERAGE, INC. TO PROVIDE INSURANCE BROKERAGE SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City is in need of a experienced and qualified firm to provide Insurance Brokerage Services for the City's Employee Benefit Plans and General Property, Casualty/Workers' Compensation and Automobile Insurance.; and

**WHEREAS**, The Purchasing Department (the "Department") issued Request for Proposal No. 24-010 (the "RFP"); and

**WHEREAS**, the RFP was advertised in the legal notices section of the Palm Beach Post on January 21, 2024, and a notice was also sent to five hundred twenty-three (523) prospective proposers via DemandStar; and

**WHEREAS**, on February 21, 2024 at 3:00 p.m. EST, the RFP closed and the Purchasing Department received two (2) responses which were reviewed by staff to ensure the responses met the RFP requirements. Both proposals received were determined to be both responsive and responsible; and

**WHEREAS**, the Selection Committee (the "Committee") met on March 6, 2024 to discuss and evaluate the firms to determine which would be in the best interest of the City; and

**WHEREAS**, the Committee recommends that the City Council approve award of the RFP to RSC Insurance Brokerage, Inc. and authorize the execution of the agreement.

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

**Resolution No. 2024-16 | Insurance Brokerage Services**

Page No. 2

**SECTION 1.** The City Council hereby authorizes the Award for Insurance Brokerage Services to RSC Insurance Brokerage, Inc.

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

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

**RESOLVED AND ADOPTED this 1 of day of April 2024**

\_\_\_\_\_  
**Chuck Shaw**, Mayor

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

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

\_\_\_\_\_  
*Voted:*  
**Peter Noble**, Council Member, *District I*

\_\_\_\_\_  
*Voted:*  
**Judith Dugo**, Deputy Mayor

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**  
**(Insurance Brokerage Services)**

THIS AGREEMENT ("Agreement") is made this 15<sup>th</sup> day of April 2024, between the **City of Greenacres**, a Florida municipal corporation ("City") and **RSC Insurance Brokerage, Inc.**, a corporation authorized to do business in the State of Florida ("Consultant").

**RECITALS**

**WHEREAS**, On January 21, 2024 the City issued a request for proposals for insurance brokerage services (RFP No. 24-010) seeking qualified insurance and benefit broker(s) to represent the City ("RFP"); and

**WHEREAS**, in response to the RFP, Contractor timely submitted its Proposal and was evaluated by the City's Selection Committee as the highest ranked responsive-responsible proposer whose proposal, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Insurance Brokerage Services; and

**WHEREAS**, the City desires to award the RFP to the Consultant; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** The Consultant shall provide the City with insurance brokerage services as further described and set forth in the RFP. The RFP is incorporated into this Agreement by reference.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM AND TERMINATION.**

(a) **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City Council and shall be for an initial term of one (1) year with additional four (4) one (1) year renewal options unless earlier terminated as stated herein. The one (1) year renewal options shall be exercised by written amendment to this Agreement signed by both parties.



(b) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days written notice of termination.

(c) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Upon termination of this Agreement, the Consultant shall stop all work in progress and promptly provide the City with all deliverables (including any incomplete deliverables) in its possession that were created under this Agreement. The deliverables shall be provided to the City in a format acceptable to the City. Failure to comply with the foregoing will authorize the City to withhold (or direct others to withhold) any and all payments to the Consultant under this Agreement until the Consultant fully complies with the foregoing.

(d) This Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Termination of this Agreement for lack of budgeting or appropriation shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

(a) Compensation. The Consultant's compensation shall be consistent with the commission and fees set forth in **Exhibit "A"** attached hereto and incorporated herein. If the City seeks services from the Consultant that are not set forth in the RFP and addressed in **Exhibit "A"**, the City and Consultant shall agree to the compensation in writing prior to the Consultant performing such services. The City shall not pay or reimburse the Consultant for any additional costs or expenses incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement unless both the City and the Consultant execute a written amendment to this Agreement. The City Manager is authorized to approve additional compensation to the Consultant in an amount not to exceed \$35,000 per fiscal year; otherwise, the amendment must be approved by the City Council.

(b) Invoices. For compensation to be paid directly by the City, the Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes, nor shall the City indemnify the Consultant.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

**SECTION 8: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 9: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. The required insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and any excess liability policies will name the City as an additional insured on a primary, non-contributing basis and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The additional insured and certificate holder address shall read: City of Greenacres, 5800 Melaleuca Lane, Greenacres, FL 33463. If no automobiles are owned by the Consultant, a statement to that extent must be provided to the City. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 10: OWNERSHIP OF DOCUMENTS.** All deliverables created under this Agreement for the City shall be or become the property of the City. The Consultant may keep copies or samples of the deliverables and may utilized copies or samples of the deliverables at its own risk without recourse against the City; provided that, any and all references to the City is removed from the deliverables, without limitation, the logo or seal of the City. The City may use, reuse, edit, publish, copyright or take any action with regards to the deliverables in its sole discretion at any time and the Consultant shall have no ownership interest in or other intellectual property rights to the deliverables.

**SECTION 11: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 13: WAIVER OF JURY TRIAL.** 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.

**SECTION 14: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City or by commission under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 15: EQUAL OPPORTUNITY EMPLOYMENT.** The Consultant warrants and represents that it will not discriminate against any employee or applicant for employment for services 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.

**SECTION 16: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 17: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 18: PUBLIC ENTITY CRIMES.** Consultant 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. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 19: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Greenacres  
Attn: Purchasing Agent  
5800 Melaleuca Lane  
Greenacres, FL 33463

and if sent to the Consultant, shall be sent to:

RSC Insurance Brokerage, Inc.  
Kurt N. Gehring  
3500 Kyoto Gardens Drive  
Palm Beach Gardens, FL 33410

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 20: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 21: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 22: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 23: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits,

amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 24: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Agreement is approved by the City Council and fully executed by the City.

**SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 26: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 27: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 28: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 29: AGREEMENT CONTROLLING.** This Agreement consists of the terms and conditions herein, the RFP and Exhibit "A" and represent the sole agreement of the parties. This Agreement supersedes any prior written or oral agreements of the parties. If there are any conflicts between the terms and conditions of this Agreement and the aforementioned documents, the terms and conditions of this Agreement shall take precedence with the RFP next taking precedence.

**SECTION 30: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT 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 CONSULTANT 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.

**SECTION 31: PUBLIC RECORDS.** The Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

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

**SECTION 32: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the “Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the

Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

**SECTION 33: NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 34: SCRUTINIZED COMPANIES.**

(a) The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

(e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**SECTION 35: ADA COMPLIANCE.** If the Consultant is providing software and/or other digital services that may be accessed by the public via the City's website, the Consultant shall ensure said software and/or other digital services are compliant with the Americans with Disabilities Act including, without limitation, providing for website accessibility consistent with the WCAG 2.0AA standards for accessibility or better.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Insurance Brokerage Services) as of the day and year it is approved by the City Council and fully executed by the City.

**CITY OF GREENACRES, FLORIDA**

By: \_\_\_\_\_  
Chuck Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

CONSULTANT:

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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: \_\_\_\_\_



**EXHIBIT "A"**  
**Broker Services Compensation**

The Consultant shall be compensated by the City for the services set forth in the RFP as follows:

1. **Employee Benefits:** The Consultant shall be entitled to receive a commission up to the percentage set forth below from the applicable carriers:
  - a. Medical 3.5%
  - b. Dental 5%
  - c. Life/AD&D 10%
  - d. Vision 10%
  - e. Disability (LTD/STD) 10%
  - f. Supplemental/Worksite Carrier Schedule

2. **BenTek®:** The Consultant shall provide the City with access to and use of **BenTek®** and shall be entitled to the following fee:
  - a. Annual Flat Fee: \$27,000

Consultant shall use its best efforts to seek and obtain technology contributions from carriers in its negotiations. All technology contributions received from carriers shall be used to off-set the BenTek® annual flat fee set forth above. The applicable carriers shall pay their technology contribution directly to the Consultant, who will reduce the City's fee accordingly.

3. **Risk Management:** The Consultant shall be entitled to receive a commission(s) for its Risk Management service for a total annual fee not to exceed sixty thousand dollars (\$60,000).
4. **Wellness Contributions:** The Consultant shall use its best efforts to seek and obtain wellness contributions from applicable benefit carriers in its negotiations. Such wellness contributions shall be used by the Consultant to provide the City and its employees with additional wellness services (e.g., wellness programs, seminars and events).

City of Greenacres  
RFP Selection Committee Tabulation:  
Final Evaluation  
RFP No. 24-010 Insurance Brokerage Services  
Meeting Date: March 6, 2024 at 9:00 am

<b>VENDOR</b>	<b>Committee Member S. Skidmore Score</b>	<b>Committee Member A. Lee Score</b>	<b>Committee Member B. Fuller Score</b>	<b>Total Score</b>
Assurance Insurance Connection, Inc.	20	15	15	50
RSC Insurance Brokerage, Inc.	100	95	100	295



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Georges Bayard, Director, Information Technology

**SUBJECT:** **Resolution 2024-17**  
Adoption of the National Institute of Standards and Technology’s Cybersecurity Framework

### BACKGROUND

Subsection 282.3185(4)(a), Florida Statutes went into effect on July 1, 2023, and states that “Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework (“NIST CSF”).”

### ANALYSIS

The NIST CSF is a set of industry-recognized cybersecurity guidelines and best practices. The primary benefit of adopting and conforming to the NIST CSF is that it creates a long-term and interactive approach to cybersecurity through policies. The NIST CSF will place the City of Greenacres in a more responsive cybersecurity posture in the evolving threat landscape and a state of continuous compliance where threats will be more easily detected and prevented. Enhanced controls and processes implemented under the Framework’s guidelines will safeguard systems, information, and data while mitigating risks.

Beyond the significant measures already in place to protect the City’s data resources, the Information Technology Department began in 2023 to implement best practices recommended by the NIST CSF, including computer policies to harden systems against compromise and multi-factor authentication for users, among others.

### FINANCIAL INFORMATION

The adoption of the NIST CSF does not have a financial impact on the City or the Information Technology Department’s operating budget.

### LEGAL

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

### STAFF RECOMMENDATION

Approval of the National Institute of Standards and Technology’s Cybersecurity Framework through the adoption of Resolution 2024-17.

**RESOLUTION NO. 2024-17**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AND ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CITY'S CYBERSECURITY STANDARD PURSUANT TO SECTION 282.3185, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 282.3185, Florida Statutes, the "Local Government Cybersecurity Act," (the "Act"), establishes cybersecurity requirements for county and municipal governments; and

**WHEREAS**, Subsection 282.3185(4)(a), Florida Statutes, states that "Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework" ; and

**WHEREAS**, consistent with the Act, the Information Technology Department may further utilize any standards, guidelines, and best practices from within any generally accepted cybersecurity standard to establish cybersecurity policies for the City of Greenacres ("the City"), providing such policies are as stringent or more stringent than those provided by the National Institute of Standards and Technology's Cybersecurity Framework; and

**WHEREAS**, Subsection 282.3185(4)(d), Florida Statutes, states that "Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible"; and

**WHEREAS**, the City Council finds and declares that the adoption of this Resolution is in the public interest of the citizens of the City.

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

**SECTION 1.** The National Institute of Standards and Technology's Cybersecurity Framework is hereby adopted and shall be the guiding cybersecurity standard for all cybersecurity policies adopted by the City.

**SECTION 2.** The City Manager or the City Manager's designee is hereby authorized to affirm compliance with Subsection 282.3185(4)(d), Florida Statutes, via the Florida Digital Service portal.

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

**RESOLVED AND ADOPTED this 15th day of April 2024**

\_\_\_\_\_  
**Charles Shaw**, Mayor

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

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

\_\_\_\_\_  
*Voted:*  
**Peter Noble**, Deputy Mayor

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

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney

# Getting Started with the NIST Cybersecurity Framework: A Quick Start Guide

Amy Mahn<sup>1</sup>, Jeffrey Marron<sup>1</sup>, Stephen Quinn<sup>2</sup>, Daniel Topper<sup>3</sup>

<sup>1</sup> NIST Applied Cybersecurity Division, Information Technology Laboratory

<sup>2</sup> NIST Computer Security Division, Information Technology Laboratory

<sup>3</sup> Huntington Ingalls Industries



## What is the NIST Cybersecurity Framework, and how can my organization use it?

The [NIST Cybersecurity Framework](#)<sup>4</sup> can help an organization begin or improve their cybersecurity program. Built off of practices that are known to be effective, it can help organizations improve their cybersecurity posture. It fosters communication among both internal and external stakeholders about cybersecurity, and for larger organizations, helps to better integrate and align cybersecurity risk management with broader enterprise risk management processes as described in the [NISTIR 8286](#)<sup>5</sup> series.

The Framework is organized by five key Functions – Identify, Protect, Detect, Respond, Recover. These five widely understood terms, when considered together, provide a comprehensive view of the lifecycle for managing cybersecurity risk over time. The activities listed under each Function may offer a good starting point for your organization:



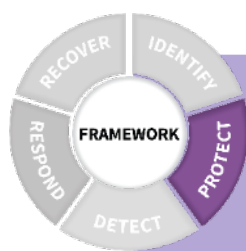
### IDENTIFY

*Develop an organizational understanding to manage cybersecurity risk to: systems, assets, data, and capabilities.*

- Identify critical enterprise processes and assets** – What are your enterprise’s activities that absolutely must continue in order to be viable? For example, this could be maintaining a website to retrieve payments, protecting customer/patient information securely, or ensuring that the information your enterprise collects remains accessible and accurate.
- Document information flows** – It’s important to not only understand what type of information your enterprise collects and uses, but also to understand where the data is located and how it is used, especially where contracts and external partners are engaged.
- Maintain hardware and software inventory** – It’s important to have an understanding of the computers and software in your enterprise because these are frequently the entry points of malicious actors. This inventory could be as simple as a spreadsheet.
- Establish policies for cybersecurity that include roles and responsibilities** – These policies and procedures should clearly describe your expectations for how cybersecurity activities will protect your information and systems, and how they support critical enterprise processes. Cybersecurity policies should be integrated with other enterprise risk considerations (e.g., financial, reputational).
- Identify threats, vulnerabilities, and risk to assets** – Ensure risk management processes are established and managed to ensure internal and external threats are identified, assessed, and documented in risk registers. Ensure risk responses are identified and prioritized, executed, and results monitored.

<sup>4</sup> <https://www.nist.gov/cyberframework>

<sup>5</sup> <https://csrc.nist.gov/publications/detail/nistir/8286/final>



## PROTECT

*Develop and implement the appropriate safeguards to ensure delivery of services.*

- **Manage access to assets and information** – Create unique accounts for each employee and ensure that users only have access to information, computers, and applications that are needed for their jobs. Authenticate users (e.g., passwords, multi-factor techniques) before they are granted access to information, computers, and applications. Tightly manage and track physical access to devices.
- **Protect sensitive data** – If your enterprise stores or transmits sensitive data, make sure that this data is protected by encryption both while it's stored on computers as well as when it's transmitted to other parties. Consider utilizing integrity checking to ensure only approved changes to the data have been made. Securely delete and/or destroy data when it's no longer needed or required for compliance purposes.
- **Conduct regular backups** – Many operating systems have built-in backup capabilities; software and cloud solutions are also available that can automate the backup process. A good practice is to keep one frequently backed up set of data offline to protect it against ransomware.
- **Protect your devices** – Consider installing host-based firewalls and other protections such as endpoint security products. Apply uniform configurations to devices and control changes to device configurations. Disable device services or features that are not necessary to support mission functions. Ensure that there is a policy and that devices are disposed of securely.
- **Manage device vulnerabilities** – Regularly update both the operating system and applications that are installed on your computers and other devices to protect them from attack. If possible, enable automatic updates. Consider using software tools to scan devices for additional vulnerabilities; remediate vulnerabilities with high likelihood and/or impact.
- **Train users** – Regularly train and retrain all users to be sure that they are aware of enterprise cybersecurity policies and procedures and their specific roles and responsibilities as a condition of employment.



## DETECT

*Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.*

- **Test and update detection processes** – Develop and test processes and procedures for detecting unauthorized entities and actions on the networks and in the physical environment, including personnel activity. Staff should be aware of their roles and responsibilities for detection and related reporting both within your organization and to external governance and legal authorities.
- **Know the expected data flows for your enterprise** – If you know what and how data is expected to be used for your enterprise, you are much more likely to notice when the unexpected happens – and unexpected is never a good thing when it comes to cybersecurity. Unexpected data flows might include customer information being exported from an internal database and exiting the network. If you have contracted work to a cloud or managed service provider, discuss with them how they track data flows and report, including unexpected events.



- **Maintain and monitor logs** – Logs are crucial in order to identify anomalies in your enterprise’s computers and applications. These logs record events such as changes to systems or accounts as well as the initiation of communication channels. Consider using software tools that can aggregate these logs and look for patterns or anomalies from expected network behavior.



## RESPOND

*Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.*

- **Ensure response plans are tested** – It’s even more important to test response plans to make sure each person knows their responsibilities in executing the plan. The better prepared your organization is, the more effective the response is likely to be. This includes knowing any legal reporting requirements or required information sharing.
- **Ensure response plans are updated** – Testing the plan (and execution during an incident) inevitably will reveal needed improvements. Be sure to update response plans with lessons learned.



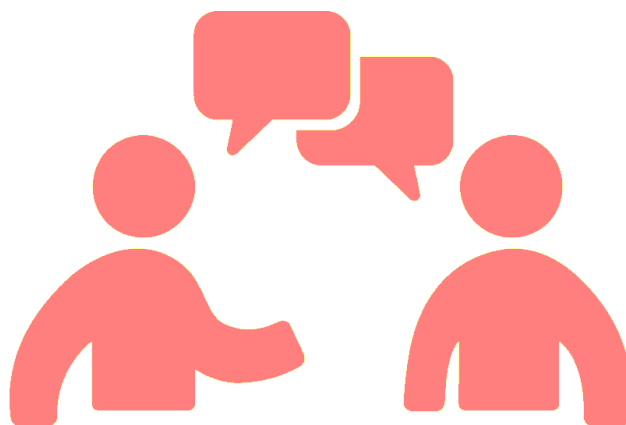
## RECOVER

*Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.*

- **Communicate with internal and external stakeholders** – Part of recovery depends upon effective communication. Your recovery plans need to carefully account for what, how, and when information will be shared with various stakeholders so that all interested parties receive the information they need but no inappropriate information is shared.

- **Understand the impact of cybersecurity events** – If a cybersecurity event is detected, your enterprise should work quickly and thoroughly to understand the breadth and depth of the impact. Seek help. Communicating information on the event with appropriate stakeholders will help keep you in good stead in terms of partners, oversight bodies, and others (potentially including investors) and improve policies and processes.

- **Coordinate with internal and external stakeholders** – It’s important to make sure that your enterprise’s response plans and updates include all key stakeholders and external service providers. They can contribute to improvements in planning and execution.



- **Ensure recovery plans are updated** – As with response plans, testing execution will improve employee and partner awareness and highlight areas for improvement. Be sure to update Recovery plans with lessons learned.
- **Manage public relations and company reputation** – One of the key aspects of recovery is managing the enterprise’s reputation. When developing a recovery plan, consider how you will manage public relations so that your information sharing is accurate, complete, and timely – and not reactionary.



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Teri Lea Beiriger, Finance Director, Department of Finance

**SUBJECT:** Resolution No. 2024-18 Release of Liens for Solid Waste Collection

### BACKGROUND

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

### ANALYSIS

Ten (10) liens on two (2) solid waste accounts totaling \$2,938.10 have been paid in full. The attached Resolution No. 2024-18 releases those ten (10) liens on two (2) solid waste accounts.

### FINANCIAL INFORMATION

Liens amounting to \$2,938.10 have been paid in full and are proposed for release.

### LEGAL

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

### STAFF RECOMMENDATION

Approval of Resolution No. 2024-18.

**RESOLUTION NO. 2024-18****A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, SATISFYING CERTAIN LIENS IMPOSED AGAINST RESIDENTIAL PROPERTY PURSUANT TO SECTION 15-32 OF THE CITY OF GREENACRES CODE; AUTHORIZING RECORDING AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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



**RESOLVED AND ADOPTED this 15th of day of April 2024.**

*Voted:*

\_\_\_\_\_  
**Chuck Shaw, Mayor**

\_\_\_\_\_  
**Judith Dugo, Deputy Mayor**

**Attest:**

*Voted:*

\_\_\_\_\_  
**Quintella Moorer, City Clerk**

\_\_\_\_\_  
**John Tharp, Council Member, District I**

*Voted:*

\_\_\_\_\_  
**Peter A. Noble, Council Member, District II**

*Voted:*

\_\_\_\_\_  
**Susy Diaz, Council Member, District IV**

*Voted:*

\_\_\_\_\_  
**Paula Bousquet, Council Member, District V**

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

\_\_\_\_\_  
**Glen J. Torcivia, City Attorney**

**City of Greenacres Solid Waste Collections**  
**RELEASE OF LIENS**                      **Resolution #2024-18**

**Exhibit A**

Through March 31, 2024

Account Number	PCN	Customer Name	Property Address	Legal Description	Lien #	Lien Amount	Book/Pg	Lien Pd
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2008-29	\$ 127.32	22877 / 0128	by 3/31/24
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2009-37	\$ 159.87	23497 / 0403	by 3/31/24
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2010-35	\$ 182.58	24125 / 0115	by 3/31/24
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2011-39	\$ 206.25	24800 / 0785	by 3/31/24
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2014-05	\$ 564.99	26684 / 0342	by 3/31/24
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2015-04	\$ 297.47	27380 / 1015	by 3/31/24
04934-001	18-42-44-22-49-700-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2016-11	\$ 369.85	28187 / 0785	by 3/31/24
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2017-14	\$ 417.85	29007 / 0139	by 3/31/24
04934-001	18-42-44-22-49-000-1700	Wallace, Jason	102 Wedgewood Lk N, Greenacres, Fl 33463	VILLAGES OF WOODLAKE PL 5 LT 170	2018-10	\$ 450.54	29739 / 1807	by 3/31/24
05510-001	18-42-44-10-22-000-0810	Contreras, Donna	1145 Peninsula Way, Greenacres, Fl 33413	OLIVE TREE - PAR 6B LT 81	2017-40	\$ 161.38	29359 / 0145	by 3/31/24

2 accounts

10 liens      \$ 2,938.10



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Carlos Cedeño, Director, Public Works Department

**SUBJECT:** **Resolution 2024-19**  
Corrected Authorization for Utility Easement and Temporary Construction Easement for expansion of Palm Beach County Water Utilities Lift Station #5015

## BACKGROUND

The Palm Beach County Water Utilities Department (PBCWUD) is planning a project to replace, reposition, and expand its wastewater lift station #5015 located north of S. 38<sup>th</sup> Court adjacent to east-side of Sherwood Forest Blvd. (PCN: 18424423070010000) (at the end of the City's A canal). This lift station is critical infrastructure that moves wastewater from surrounding communities within the City of Greenacres toward the wastewater treatment plant.

Because the construction project will require additional property and access to property owned by the City, PBCWUD requested that the City grant a Utility Easement and Temporary Construction Easement for the lift station expansion. The Utility Easement would allow for unrestricted and nonexclusive easement in, over, under, through, upon, and across the Easement Area for the purposes of constructing, operating, and maintaining the expanded lift station and related public utility facilities. The Temporary Construction Easement will allow PBCWUD to temporarily fill a portion of the canal to allow for vehicles and equipment during construction. Construction is planned to begin in the spring of 2024 and is estimated to take approximately one (1) year. PBCWUD does not plan any interruption of wastewater services during construction.

## ANALYSIS

This item was initially presented to City Council on January 8, 2024 through Resolution 2024-01 (Temporary Construction Easement) and on March 4, 2024 through Resolution 2024-03 (Utility Easement). However, upon further review and discussion by City of Greenacres and PBCWUD, both the Temporary Construction Easement and Utility Easement are being brought forward again to clarify the exhibits and make a minor date revision as requested by PBCWUD.

## FINANCIAL INFORMATION

This item does not have a financial impact on the City's or the Public Works Department operating budget.

## LEGAL

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

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**STAFF RECOMMENDATION**

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*Approval* of the corrected authorization for the grant of Utility Easement and Temporary Construction Easement to Palm Beach County through adoption of Resolution 2024-19



**RESOLUTION NO. 2024-19**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE CORRECTED TEMPORARY CONSTRUCTION EASEMENT AND UTILITY EASEMENT FOR THE EXPANSION OF PALM BEACH COUNTY WATER UTILITIES' LIFT STATION #5015; AND PROVIDING FOR EXECUTION, DELIVERY, REPEAL OF INCONSISTENT RESOLUTIONS, AND AN EFFECTIVE DATE.**

**WHEREAS**, in late 2023, the Palm Beach County Water Utilities Department (PBCWUD) requested that the City grant a Temporary Construction Easement and Utility Easement to PBCWUD to improve and expand its lift station #5015 at the western end of the City's A-Canal; and

**WHEREAS**, on January 8, 2024, the City Council approved the Temporary Construction Easement through Resolution 2024-01 to fill a section of the City's A-Canal and create a staging area for the construction of the new expanded lift station; and

**WHEREAS**, on March 4, 2024, the City Council approved the Utility Easement through Resolution 2024-13 for the new expanded lift station; and

**WHEREAS**, based on a request from PBCWUD for a minor date revision and a need to correct the exhibits to the Temporary Construction Easement and Utility Easement, the City and PBCWUD seek to have the Temporary Construction Easement and Utility Easement re-authorized by City Council; and

**WHEREAS**, the City of Greenacres is willing to grant the Temporary Construction Easement and Utility Easement to Palm Beach County and finds granting the same serves a valid public purpose.

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

**Resolution No. 2024-19 | Utility Easement**

**PBC WUD Lift Station #5015**

Page No. 2

**SECTION 1.** The City Council of the City of Greenacres hereby grants the attached Temporary Construction Easement and Utility Easement to Palm Beach County. The Temporary Construction Easement totals nine (9) pages inclusive of its Exhibit “A” showing the temporary construction easement area. The Utility Easement totals seven (7) pages inclusive of its Exhibit “A” sketch of the easement.

**SECTION 2.** That the appropriate City officials are hereby authorized to execute all necessary documents required to effectuate the Temporary Construction Easement and Utility Easement. Upon execution, the same shall be provided to Palm Beach County.

**SECTION 3.** All resolutions in conflict with this Resolution (in whole or in part), including Resolution No. 2024-01 (approved January 8, 2024) and Resolution No. 2024-13 (approved March 4, 2024) are repealed.

**SECTION 4.** This Resolution shall be effective April 15, 2024.

**RESOLVED AND ADOPTED this 15<sup>th</sup> day of April 2024**

\_\_\_\_\_  
**Chuck Shaw**, Mayor

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

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

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

**Resolution No. 2024-19 | Utility Easement  
PBC WUD Lift Station #5015  
Page No. 3**

*Voted:*

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**Judith Dugo**, Deputy Mayor

*Voted:*

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**Susy Diaz**, Council Member, *District IV*

*Voted:*

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

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

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**Glen J. Torcivia**, City Attorney

Return to:  
Kerry Williams  
Palm Beach County Water Utilities Department  
Engineering  
8100 Forest Hill Blvd.  
West Palm Beach, Florida 33413 3336

Site Address: Sherwood Forest Blvd. Greenacres FL  
Project #: WUD 21-062, LIFT STATION 5015  
Project Name: LIFT STATION IMPROVEMENT

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT** is made, granted and entered into this 15<sup>th</sup> day of April, 2024, by **CITY OF GREENACRES**, a Florida municipal corporation (“Grantor”), in favor of **PALM BEACH COUNTY** (“Grantee”).

**WHEREAS**, Grantor is by plat dedication the fee simple owner of certain real property for public drainage purposes located in Greenacres, Florida, as more particularly described Plat Book 30, Pages 115-116 (the “Property”); and

**WHEREAS**, Grantee plans to build a new lift station on property Grantee owns and a portion of the Property; and

**WHEREAS**, by separate easement request, Grantee seeks an easement from Grantor to utilize a portion of the Property for the new lift station; and

**WHEREAS**, Grantee has also requested that Grantor grant a Temporary Construction Easement for a portion of the Property described in **Exhibit “A”**, attached hereto and incorporated herein (“Easement Premises”), to allow Grantee to temporarily fill a section of the canal and create a staging area for the construction of a new lift station within the Easement Premises for a period of three hundred sixty-five (365) days from the Effective Date; and,

**WHEREAS**, Grantor is willing to grant such temporary construction easement and finds granting such easement serves a valid public purpose.

**NOW, THEREFORE**, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantor in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Grantee, a Temporary Construction Easement as follows:

The foregoing recitals are incorporated into this Temporary Construction Easement and made a part hereof.

The Grantor grants to Grantee a Temporary Construction Easement upon the Easement Premises as shown and described in Exhibit “A”. The rights granted pursuant to this Temporary Construction Easement shall be limited to the right to utilize the Easement Premises solely to allow Grantee to fill a section of the canal on the Property and create a staging area for the construction of a new lift station on adjacent property (the “Project”). The rights granted pursuant to this Temporary Construction Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee’s completion of the Project or five hundred forty-eight (548) days after construction Notice to Proceed (NTP). The Grantee shall provide the Grantor with a dated copy of the NTP so that the Grantor is aware of when the timeframe associated with the NTP commences and expires. Notwithstanding such automatic termination, Grantee shall promptly

deliver to Grantor a Release of Easement, in a form satisfactory to Grantor, upon completion of the Project, if so requested by Grantor.

1. **Conditions to Right of Usage.** Grantee shall obtain from Grantor and any other necessary governmental entities written approval and necessary permits for all plans relating to construction within the Easement Premises prior to commencement of construction thereof. All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall install and maintain a construction fence to secure the Easement Premises area at all times. Grantee shall give Grantor ten (10) days written notice prior to commencement of construction; and, Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Premises, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Temporary Construction Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Temporary Construction Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, Grantor may complete the work and Grantee shall reimburse Grantor for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the Grantor's use of the Grantor's Property.

6. **Personal Property.** Grantor shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

7. **Prohibition Against Liens.** Neither Grantor's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the Property to be discharged or bonded off, pursuant to Chapter 255 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming Grantor as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to Grantor prior to commencement of construction.

8. **Insurance.** Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Grantee represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Grantee is not self-insured, Grantee shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Grantee purchase excess liability coverage, Grantee agrees to include Grantor as an Additional Insured.

The Grantee agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Grantee contract with a third-party (Contractor) to perform any service related to this Temporary Construction Easement, Grantee shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Grantee and Grantor as Additional Insureds. Grantee shall also require that the Contractor include a Waiver of Subrogation against Grantor.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

Workers Compensation - Contractor agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

When requested, the Grantee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Grantee of its liability and obligations under this Agreement.

Compliance with the foregoing insurance requirements shall not relieve Grantee of its liability and obligations under this Temporary Construction Easement.

Grantee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the Grantor.

**9. Indemnification.** Subject to Grantee's right to sovereign immunity and the limitation on damages as set forth in section 768.28, Florida Statutes, Grantee, its successors and assigns shall indemnify, defend and hold the Grantor harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the Grantee's exercise of the rights granted hereby and use of this Easement, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes. Nothing in this Easement shall be construed as Grantor's or Grantee's consent to be sued by a third party nor as Grantor's or Grantee's agreement to indemnify the other or any third party for their negligent acts, omissions, wrongful acts, or misconduct.

In addition, Grantee shall require that any of its contractors performing services on or in the Easement Premises indemnify the Grantor. Said indemnification in the Grantee's written contract with any of its

contractors performing services on or in the Easement Premises shall read as follows:

Contractor shall indemnify and hold harmless the County, its officers and employees, and the City of Greenacres, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by or arising from the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

**10. No Dedication.** The grant of Temporary Construction Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

**11. Time of Essence.** The parties expressly agree that time is of the essence in this Temporary Construction Easement.

**12. Matters of Record.** Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

**13. Construction.** The terms of this Temporary Construction Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that 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 Temporary Construction Easement and the same shall remain in full force and effect.

**14. Entire Understanding.** This Temporary Construction Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Temporary Construction Easement.

**15. Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Grantee:

Water Utilities Department  
Attention: Director  
8100 Forest Hill Blvd.  
West Palm Beach, Florida 33413

With a copy to:

Palm Beach County Attorney's Office  
Attention: Utilities Department  
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

Grantor:

City of Greenacres  
Attn: City Manager  
5800 Melaleuca Lane  
Greenacres, FL 33413

With a copy to:

City of Greenacres  
Attn: Director, Public Works Department  
5800 Melaleuca Lane  
Greenacres, FL 33413

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

**16. Default.** In the event Grantee fails or refuses to perform any term, covenant, or condition of this Temporary Construction Easement for which a specific remedy is not set forth in this Temporary Construction Easement, Grantor shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

**17. Governing Law & Venue.** This Temporary Construction Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Temporary Construction Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

**18. Prohibition Against Assignment.** This Temporary Construction Easement may not be assigned by Grantee.

**19. No Third Party Beneficiary.** No provision of this Temporary Construction Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Temporary Construction Easement, including but not limited to any citizens of County or Grantee or employees of County or Grantee.

**20. Effective Date of Easement.** This Temporary Construction Easement is expressly contingent upon the approval of the Grantor’s City Council and shall become effective only when signed by the Grantor’s Mayor.

**21. Reservation of Rights.** Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

**22. Waste or Nuisance.** Grantee shall not commit or suffer to be committed any waste upon the Easement Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Easement Premises or which may affect Grantor's fee interest in the Easement Premises. Grantee shall keep the access to the Easement Premises, the parking areas, driveways and other contiguous areas to the Easement Premises free and clear of obstruction.



**23. Governmental Regulations.** Grantee shall, at Grantee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Grantee or its use of the Easement Premises, and shall faithfully observe in the use of the Easement Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Grantee's use of the Easement Premises. Grantee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Grantee's activity, on the Easement Premises or in any manner not permitted by law. Subject to Grantee's right to sovereign immunity and the limitation on damages as set forth in section 768.28, Florida Statutes, Grantee shall indemnify, defend and save Grantor, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Grantee's failure to perform its obligations specified in this Section. Grantee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this Easement.

**24. Surrender of Premises.** Upon termination of the use of the Easement Premises by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Premises and shall surrender the Easement Premises to the Grantor in at least the same condition the Easement Premises were in at the start of each period of use.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

**Signed, sealed and delivered  
in the presence of:**

**CITY OF GREENACRES**, a Florida  
municipal corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Chuck Shaw, Mayor

\_\_\_\_\_  
Print name of witness  
Address: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

\_\_\_\_\_  
Print name of witness  
Address: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Quintella Moorer, City Clerk

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Chuck Shaw, the Mayor of the City of Greenacres, a Florida municipal corporation, ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification and who ( ) did ( ) did not take an oath.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of Florida

**ATTEST:**

**COUNTY:**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER**

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_

By: \_\_\_\_\_

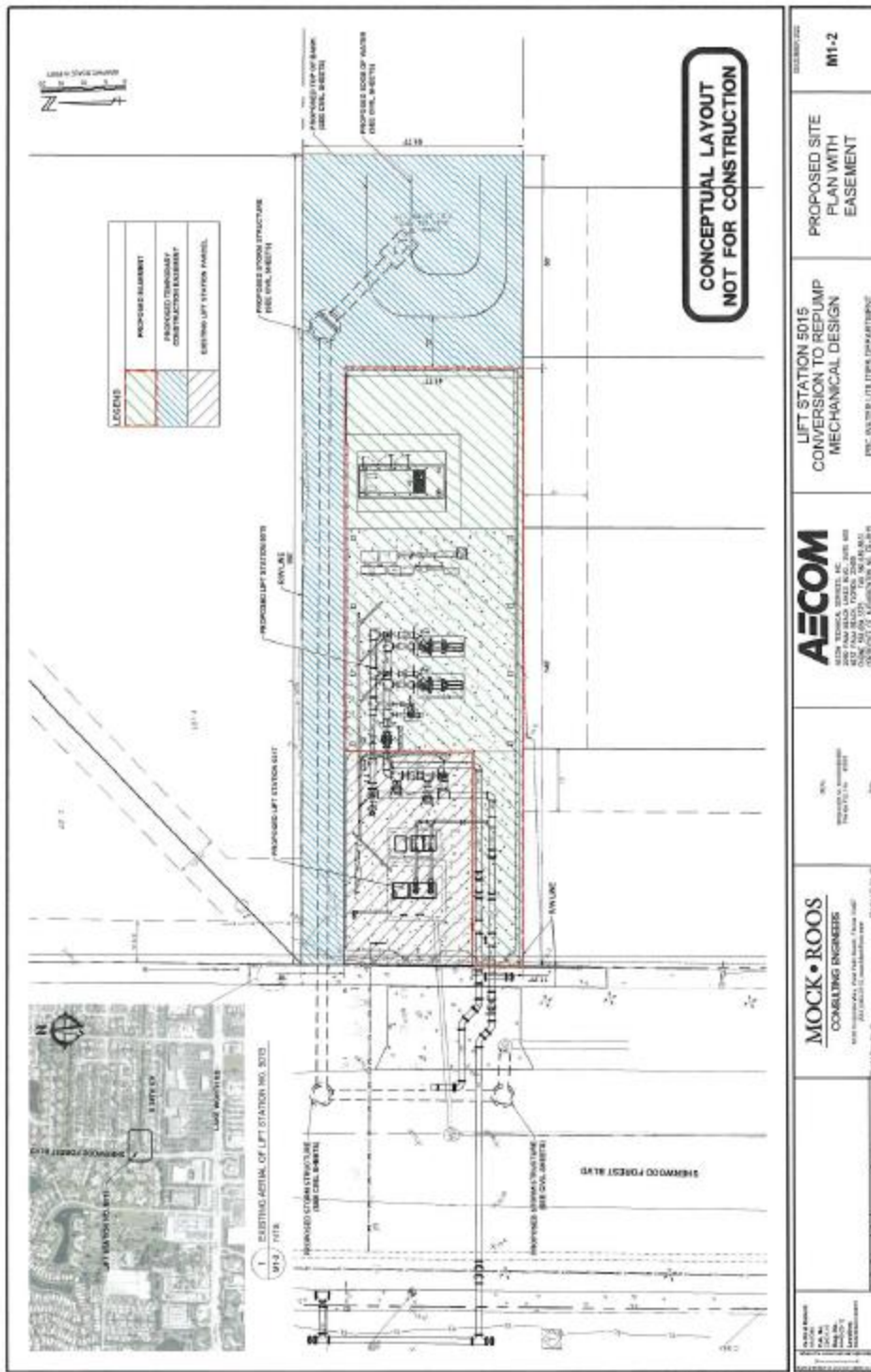
**APPROVED AS TO  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Department Director

**EXHIBIT "A"**  
**Temp. Construction Easement Area**  
**(attached one page)**



**Return to:**

Site Address: Sherwood Forest Blvd. Greenacres FL  
Project #: WUD 21-062, LIFT STATION 5015  
Project Name: LIFT STATION IMPROVEMENT

**UTILITY EASEMENT**

THIS UTILITY EASEMENT (“Easement”) is made and granted this 15<sup>th</sup> day of April 2024, by **CITY OF GREENACRES**, a Florida municipal corporation (“Grantor”), whose address is 5800 Melaleuca Lane, Greenacres, FL 33463, in favor of **PALM BEACH COUNTY** (“Grantee”), c/o Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

**WHEREAS**, Grantor is by plat dedication the fee simple owner of certain real property for public drainage purposes located in Greenacres, Florida, as more particularly described Plat Book 30, Pages 115-116 (the “Property”); and

**WHEREAS**, Grantee desires an unrestricted and nonexclusive easement for public utility purposes through the Property as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “Easement Area”); and

**WHEREAS**, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

**WHEREAS**, the Grantor is willing to grant such easement and finds granting such easement serves a valid public purpose.

**NOW, THEREFORE**, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to the Grantee, its licensees, agents, successors and assigns, this Easement as follows:

The foregoing recitals are incorporated into this Easement and made a part hereof.

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon, and across the Easement Area for the purposes of constructing, operating and maintaining public utilities and providing utility services to and from properties or lands which may include the Property, to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain, repair, rebuild, operate and control utility pipes, poles, wires, mains, transmission lines, appurtenances and devices; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area. The Easement Area

or portion thereof may be utilized for a wastewater pump station and may be fenced in by Grantee for access control purposes.

By accepting this Easement or performing any work in the Easement Area, the Grantee agrees: (a) to perform all work undertaken by the Grantee or its contractors within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by any work undertaken by the Grantee or its contractors for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor’s tenants, invitees or guests; and (d) to be responsible for all costs and expense associated with the Grantee’s construction, removal, demolition and/or maintenance pursuant to this Easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the Easement Area and that it has good and lawful right to grant this Easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees. This Easement shall continue unless or until the Grantee terminates its rights herein provided by written notice to the Grantor, its successors or assigns.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Easement on the day and year first above written.

Signed, sealed and delivered  
in the presence of:  
Witnesses:

**GRANTOR:** City of Greenacres, Florida

\_\_\_\_\_  
Signature – Witness 1

\_\_\_\_\_  
Chuck Shaw, Mayor

\_\_\_\_\_  
Print Name – Witness 1  
Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Quintella Moorer, City Clerk

\_\_\_\_\_  
Signature – Witness 2

\_\_\_\_\_  
Print Name – Witness 2  
Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, by means of \_\_\_ physical presence or \_\_\_ online notarization, the foregoing Utility Easement was acknowledged before me by Chuck Shaw, Mayor, as Grantor herein \_\_\_ who is personally known to me or \_\_\_ who has produced \_\_\_\_\_ as identification and who did not take an oath.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

Accepted by:

ATTEST:

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER**

COUNTY:

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

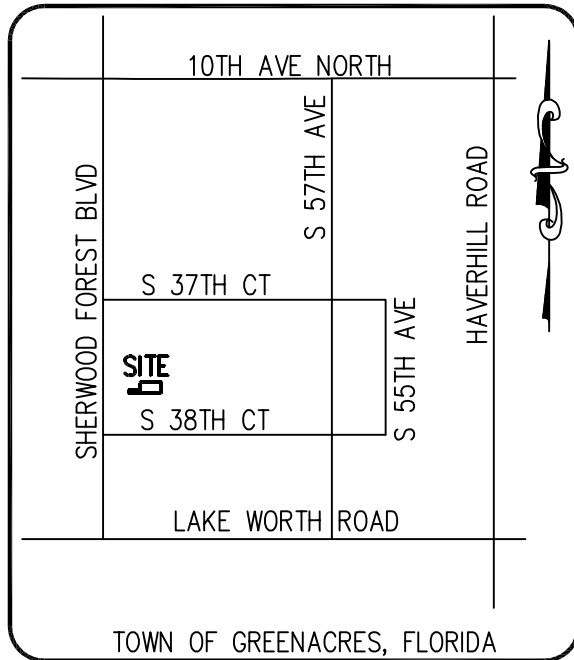
By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Department Director

Exhibit "A"  
(Attached Sketch of Description – 3 pages)



**EXHIBIT A**  
**SKETCH OF DESCRIPTION**  
**THIS IS NOT A SURVEY**  
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3



**LOCATION AND SHEET INDEX MAP**  
N.T.S.

**DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF CANAL "B" AS SHOWN ON THE PLAT OF VILLA DEL TRIO, AS RECORDED IN PLAT BOOK PAGE 30, PAGE 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID PLAT; THENCE N02°14'57" ALONG THE WESTERLY LINE OF SAID PLAT, A DISTANCE OF 11.77 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN EXCEPTED PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 3538, PAGE 1618; THENCE S88°03'13"E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID EXCEPTED PARCEL; THENCE N02°14'57"E ALONG SAID EASTERLY LINE, A DISTANCE OF 30.00 FEET; THENCE LEAVING SAID EASTERLY LINE S88°03'13"E, A DISTANCE OF 90.00 FEET; THENCE S02°14'57"W, A DISTANCE OF 41.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PLAT OF VILLA DEL TRIO; THENCE S88°03'13"E ALONG SAID SOUTHERLY LINE OF SAID PLAT OF VILLA DEL TRIO, A DISTANCE OF 140.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,348 SQUARE FEET (0.100 ACRES) MORE OR LESS.

**SKETCH AND DESCRIPTION**

FOR: **LIFT STATION 5015**  
**PALM BEACH COUNTY WATER UTILITY DEPARTMENT**

SCALE:	N.T.S.
DRAWN BY:	DPK
CHECKED BY:	J. MALIN
DATE:	4-28-2023

A Higher Standard of Excellence



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409  
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°	SHEET:
	1 / 3
FLORIDA R.L.S. #	JOB N°
	20165.13

**EXHIBIT A**  
**SKETCH OF DESCRIPTION**  
**THIS IS NOT A SURVEY**  
**NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

**NOTES:**

- 1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
- 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
- 3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR THE DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF NORTH 88°56'43" EAST BETWEEN PALM BEACH COUNTY CONTROL POINTS "LW 12" AND "PHYLLIS", OTHER BEARINGS ARE RELATIVE THERETO.
- 5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.
- 6. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83/90).  
SCALE FACTOR: 1.000032028  
GROUND DISTANCE x SCALE FACTOR = GRID DISTANCE

**LEGEND**

- ⊕ CENTERLINE
- ÉLY EASTERLY
- ORB OFFICIAL RECORD BOOK
- N.T.S. NOT TO SCALE
- NLY NORTHERLY
- PB PLAT BOOK
- PBCO PALM BEACH COUNTY
- PG. PAGE
- POB POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- SLY SOUTHERLY
- UE UTILITY EASEMENT

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON COMPLIES WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

**Jennifer Malin**

Digitally signed by Jennifer Malin  
Date: 2023.04.28 14:09:11 -04'00'

JENNIFER MALIN, P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 6667  
STATE OF FLORIDA LB #6603

**SKETCH AND DESCRIPTION**

FOR: **LIFT STATION 5051**  
**PALM BEACH COUNTY WATER UTILITY DEPARTMENT**

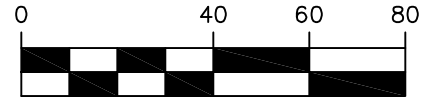
SCALE:	N.T.S.
DRAWN BY:	DPK
CHECKED BY:	J. MALIN
DATE:	4-28-2023

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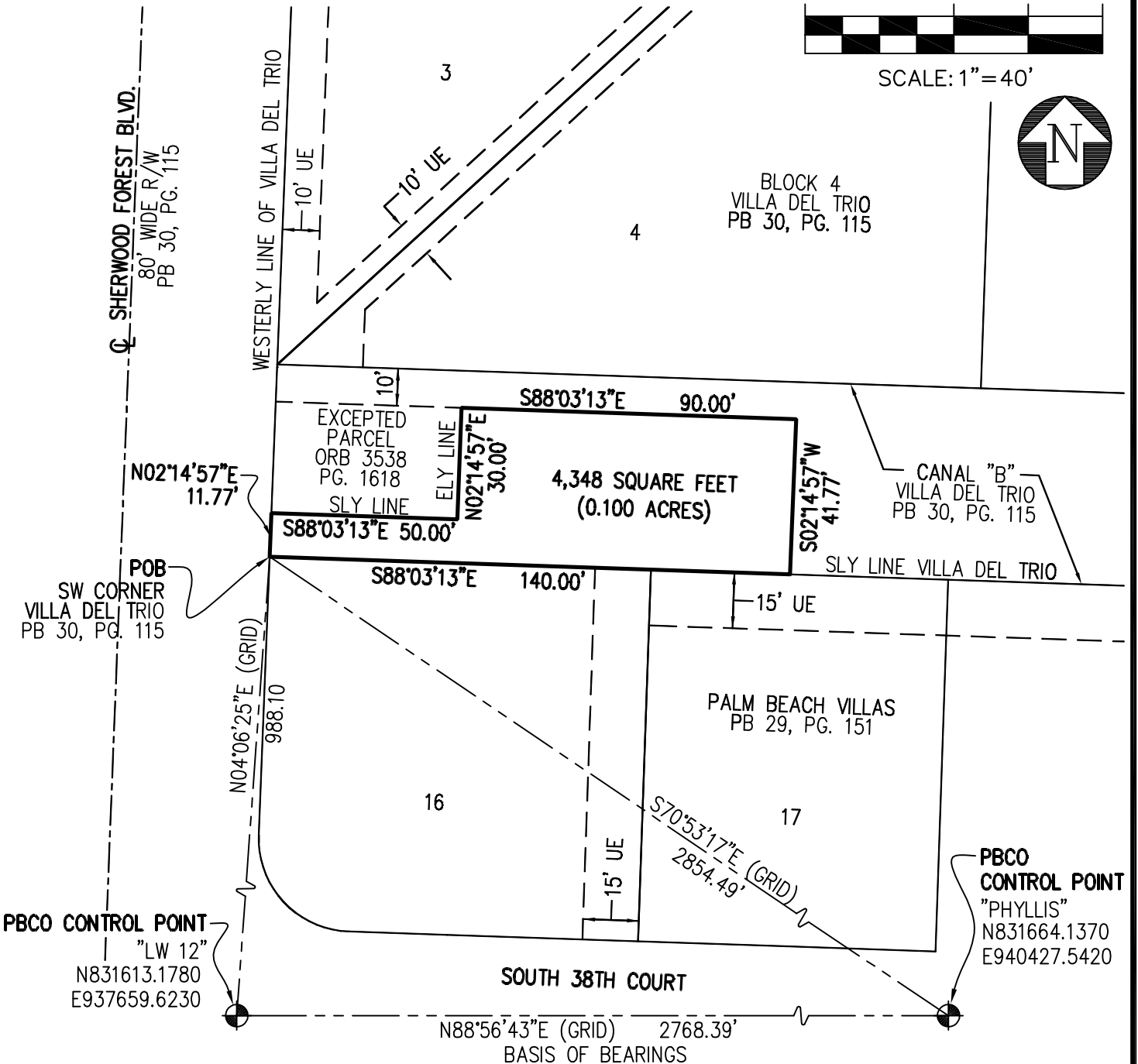
FIELD BOOK Nº	SHEET: 2 / 3
FLORIDA R.L.S. #	JOB Nº 20165.13

**EXHIBIT A**  
**SKETCH OF DESCRIPTION**  
**THIS IS NOT A SURVEY**  
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2

**GRAPHIC SCALE**



SCALE: 1" = 40'



**SKETCH AND DESCRIPTION**

FOR: **LIFT STATION 5051**  
**PALM BEACH COUNTY WATER UTILITY DEPARTMENT**

SCALE:	1" = 40'
DRAWN BY:	DPK
CHECKED BY:	J. MALIN
DATE:	4-28-2023

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group inc.  
ENGINEERS • SURVEYORS • GIS MAPPERS

1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409  
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FIELD BOOK Nº	SHEET:
	3 / 3
FLORIDA R.L.S. #	JOB Nº
	20165.13



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Monica Powery, Director of Purchasing

**SUBJECT:** Award of RFP No. 24-009 Security Camera and Access Control System Services

### BACKGROUND

The City of Greenacres desires to hire an experienced and qualified contractor to provide hardware, software, installation, maintenance, repair and upgrade services for its access control and network security camera systems and related system infrastructure including, but not limited to, monitoring equipment, software and computer hardware; on an “as needed” basis and as required by the City at various City offices/ facilities and locations throughout Greenacres. The RFP was advertised by the City’s Purchasing Department on January 21, 2024.

### ANALYSIS

The proposals were opened February 21, 2024, with two (2) proposers responding. The attached tabulation sheet summarizes the responses received. The Selection Committee was comprised of the following City personnel: Director of Information Technology, Systems Engineer, the Assistant Director of Community & Recreation Services, and the Director of Purchasing and the Senior Buyer as the Chairs.

The Selection Committee first meeting was held on March 6, 2024, to discuss evaluations and determine if further discussions/presentations are desired to rank and award proposers. The committee determined that presentations were necessary.

The Selection Committee second meeting was held on April 3, 2024, Convergent Technologies, LLC and Integrated Fire & Security Solutions, Inc. presented to the committee. Immediately after, the selection committee held a meeting to discuss, evaluate and rank both firms. After discussion the committee voted, Convergent Technologies, LLC as the highest ranked firm. The attached tabulation sheet summarizes the committee’s final ranking.

### FINANCIAL INFORMATION

Sufficient funds are budgeted in the Information Technology Department.

### LEGAL

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

---

## STAFF RECOMMENDATION

---

Approval of Resolution No. 2024-20 authorizing execution of a three (3) year agreement with the option for two (2) additional one-year renewals for RFP No. 24-009 Security Camera and Access Control System Services to Convergent Technologies, LLC.

**RESOLUTION NO. 2024-20**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF GREENACRES AND CONVERGINT TECHNOLOGIES, INC. TO PROVIDE SECURITY CAMERA AND ACCESS CONTROL SYSTEM; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City is in need of a experienced and qualified contractor to provide Security Camera and Access Control System for the City's Hardware, Software, Installation, Maintenance, Repair and Upgrade services for its access control and network security camera systems and related system infrastructure including, but not limited to, monitoring equipment, software and computer hardware; on an "as needed" basis and as required by the City at various City offices/facilities and locations throughout the Greenacres.; and

**WHEREAS**, The Purchasing Department issued Request for Proposal No. 24-009 (the "RFP"); and

**WHEREAS**, the RFP was advertised in the legal notices section of the Palm Beach Post on January 21, 2024, and a notice was also sent to four hundred forty-two (442) prospective proposers via DemandStar; and

**WHEREAS**, on February 21, 2024, at 3:00 p.m. EST, the RFP closed, and the Purchasing Department received two (2) responses which were reviewed by staff to ensure the responses met the RFP requirements. Both proposals received were determined to be both responsive and responsible; and

**WHEREAS**, the Selection Committee met on March 6, 2024, to discuss and evaluate the contractors and determined that further discussion, questions, and presentations were necessary; and

**Resolution No. 2024-20 | Security Camera and Access Control System Services**

Page No. 2

**WHEREAS**, the Selection Committee met again on April 3, 2024, for presentations, immediately followed by a meeting to discuss and evaluate the contractors to determine which would be the best interest of the City; and

**WHEREAS**, the Committee recommends that the City Council approve award of the RFP to Convergent Technologies, LLC and authorize the execution of the agreement.

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

**SECTION 1.** The City Council hereby authorizes the Award for Security Camera and Access Control System Services to Convergent Technologies, 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.

**RESOLVED AND ADOPTED this 15 of day of April 2024**

\_\_\_\_\_  
**Chuck Shaw**, Mayor

\_\_\_\_\_  
**John Tharp**, Council Member, *District I*

*Voted:*

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

\_\_\_\_\_  
**Peter Noble**, Council Member, *District II*

*Voted:*

\_\_\_\_\_  
**Judith Dugo**, Deputy Mayor

*Voted:*

\_\_\_\_\_  
**Susy Diaz**, 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**  
**Security Camera and Access Control System Services**

**THIS CONTRACTOR AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 2024, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the “CITY”, and \_\_\_\_\_, a corporation authorized to do business in the State of Florida, herein referred to as the “CONTRACTOR”.

**RECITALS**

WHEREAS, the CITY issued Request for Proposal No. 24-009 for Security Camera and Access Control System Services for the City (“RFP” hereafter);

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the RFP;

WHEREAS, the CITY desires to accept CONTRACTOR’S proposal 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 RFP 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 three (3) years beginning on date of execution by CITY. In accordance with the RFP, at the end of the three (3) year period, this Agreement may be extended for up to two (2) additional two (2) year terms upon mutual written consent of the parties. Pricing may be adjusted upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

**2. Scope of Work**

2.1 CONTRACTOR agrees to provide security camera and access control system services as needed for the CITY as set forth in the RFP and CONTRACTOR’S proposal response dated February 21, 2024, which RFP and CONTRACTOR’S proposal are incorporated herein by reference.

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 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 RFP and CONTRACTOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the RFP 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 (3<sup>rd</sup>) 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:

**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 wither 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: \_\_\_\_\_  
Chuck Shaw, 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 \_\_\_\_\_, 2024, 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: \_\_\_\_\_

City of Greenacres  
 RFP Selection Committee Tabulation:  
 Final Evaluation  
 RFP No. 24-009 Security Camera and Access Control System Services  
 Meeting Date: April 3, 2024 at 11:00 am

<b>VENDOR</b>	<b>Committee Member G. Bayard Score</b>	<b>Committee Member Y. Rosena Score</b>	<b>Committee Member J. Francois Score</b>	<b>Total Score</b>
Convergint Technologies LLC	75	80	98	253
Integrated Fire & Security Solutions Inc.	70	85	96	251

**RESOLUTION NO. 2024-22****A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENACRES AND THE TREASURE COAST REGIONAL PLANNING COUNCIL FOR A SAFE STREETS FOR ALL ACTION PLAN; PROVIDING FOR EXECUTION, TRANSMITTAL AND AN EFFECTIVE DATE**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Treasure Coast Regional Planning Council (TCRPC), is permitted to provide services to the City of Greenacres as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, the City of Greenacres has determined that soliciting public input; developing a selection methodology, list of candidate locations, and potential improvements; and creating and Action Plan with preliminary cost estimates, maps, and recommendations to implement the U.S. Department of Transportation Safe Streets for All planning grant received by the City, to be in the best interest of the residents and businesses of the City of Greenacres; and

**WHEREAS**, the City of Greenacres and the TCRPC desire to enter into this Agreement.

**Resolution No. 2024-22 | SS4A Interlocal Agreement with the Treasure Coast Regional Planning Council**

Page No. 2

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

**SECTION 1.** The City Council of the City of Greenacres hereby approves the Interlocal Agreement with the Treasure Coast Regional Planning Council.

**SECTION 2.** The City Council hereby authorizes the appropriate City Officials to execute the Interlocal Agreement with the Treasure Coast Regional Planning Council.

**SECTION 3.** The City Clerk is hereby directed to transmit one (1) original of the Interlocal Agreement to the Treasure Coast Regional Planning Council.

**SECTION 4.** The Resolution shall be effective immediately upon adoption.

**RESOLVED AND ADOPTED this DD of day of Month 202Y**

\_\_\_\_\_  
**Chuck Shaw, Mayor**

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

**Attest:**

\_\_\_\_\_  
**Quintella Moorer, City Clerk**

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

\_\_\_\_\_  
*Voted:*  
**Judith Dugo, Deputy Mayor**

\_\_\_\_\_  
*Voted:*  
**Susy Diaz, Council Member, District IV**

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

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

\_\_\_\_\_  
**Glen J. Torcivia, City Attorney**

**Resolution No. 2024-22 | SS4A Interlocal Agreement with the Treasure Coast Regional  
Planning Council**  
Page No. 4

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF GREENACRES  
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL  
FOR A SAFE STREETS FOR ALL ACTION PLAN**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Greenacres (herein referred to as “City”) and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The City and TCRPC may sometimes be referred to herein as “Party” or collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the TCRPC is permitted to provide services to the City as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, the City of Greenacres, Florida, has determined that soliciting public input; developing a selection methodology, list of candidate locations, and potential improvements; and creating an Action Plan with preliminary cost estimates, maps, and recommendations to implement the U.S. Department of Transportation Safe Streets for All planning grant received by the City, to be in the best interests of the residents and businesses of the City of Greenacres; and



**WHEREAS**, the City of Greenacres and the TCRPC desire to enter into this Agreement to accomplish the activities identified above.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will assist the City with the creation of a Safe Streets for All Action Plan, including public outreach.
- B. The City and the TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

**SECTION 2. EFFECTIVE DATE**

This Agreement shall become effective upon its approval by the Greenacres City Council and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

**SECTION 3. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall begin upon execution by both Parties and shall end when the deliverables are complete as identified in the Scope of Services contained in Attachment “A” and Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The TCRPC shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.
- C. The City and the TCRPC agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either Party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each Party, and attached to the original Agreement.

- E. The city agrees to:
1. Assist in the development of documents necessary to create the plan;
  2. Provide all necessary GIS mapping;
  3. Provide preliminary cost estimates through their consulting engineer for potential improvements;
  4. Provide translation of materials and the presentation at Public Workshop #1 into Spanish and Creole;
  5. Provide all necessary public notice as required by Florida Statutes;
  6. Provide venues for all public workshops and meetings; and
  7. Process all requests for reimbursement in a timely manner.

**SECTION 4. RECORD KEEPING**

- A. The TCRPC shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

**SECTION 5. TERMINATION**

This Agreement may be terminated for convenience by either Party on thirty (30) days written notice, or for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The city shall be obligated to pay the TCRPC for only its work completed up to the date of termination pursuant to this paragraph.

**SECTION 6. REMEDIES**

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Party, and the other Party's respective officers, employees, servants or agents from each Party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

**SECTION 8. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 9. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the Parties hereto in accordance with Section 3.

**SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

**For the City:**

Andrea McCue, City Manager  
 City of Greenacres  
 5800 Melaleuca Lane  
 Greenacres, FL 33463

**For the TCRPC:**

Thomas J. Lanahan, Executive Director  
 Treasure Coast Regional Planning Council  
 421 SW Camden Avenue  
 Stuart, FL 34994

**SECTION 11. FUNDING/CONSIDERATION**

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the City agrees to pay the TCRPC a fixed fee of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00); which includes travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the services provided, and excludes advertising, promotional, and meeting venue expenses.
- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the TCRPC’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the TCRPC within thirty (30) days of receipt of an invoice.

**SECTION 12. CHOICE OF LAW; VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

**SECTION 13. ATTORNEY’S FEES**

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

**SECTION 14. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the TCRPC.

**SECTION 15. FILING**

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

**SECTION 16. EQUAL OPPORTUNITY PROVISION**

The City and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

**SECTION 17. PUBLIC RECORDS**

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the TCRPC shall:

- A. Keep and maintain public records required by the City to perform this service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 the Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the TCRPC or keep and maintain public records required by the City to perform the services. If the TCRPC transfers all public records to the City upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC 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, in a format that is compatible with the information technology systems of the City.

**IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK QUINTELLA MOORER, RECORDS CUSTODIAN FOR THE CITY, AT: (561) 642-2006; QMOORER@GREENACRESFL.GOV; 5800 MELALEUCA LANE, GREENACRES, FL 33463.**

**SECTION 18. OFFICE OF THE INSPECTOR GENERAL**

In accordance with Palm Beach County Code Sections 2-421 through 2-440, as may be amended, the TCRPC acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The TCRPC has reviewed Palm Beach County Code Sections 2-421 through 2-440 and is aware of its rights and/or obligations under such Code Sections.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

**City of Greenacres**

**ATTEST:**

By: \_\_\_\_\_  
Quintella Moorer  
City Clerk

By: \_\_\_\_\_  
Honorable Chuck Shaw  
Mayor, City of Greenacres

**Approved as to form and legal sufficiency:**

By: \_\_\_\_\_  
Glen Torcivia  
City Attorney

**Treasure Coast Regional Planning Council**

**ATTEST:**

By: \_\_\_\_\_  
Phyllis Castro  
Accounting Manager

By: \_\_\_\_\_  
Thomas J. Lanahan  
Executive Director

**Approved as to form:**

By: \_\_\_\_\_  
Keith W. Davis  
General Counsel

## ATTACHMENT A

### SCOPE OF SERVICES

#### COMPREHENSIVE SAFE STREETS FOR ALL ACTION PLAN FOR THE CITY OF GREENACRES, FLORIDA APRIL 2024

#### PROJECT DESCRIPTION:

The City of Greenacres (City) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to solicit public input, analyze existing conditions, and develop a Comprehensive Safe Streets for All Action Plan in conjunction with the U.S. Department of Transportation (USDOT) Safe Streets for All planning grant received by the City. The geographic study area will include the incorporated municipal limits of the City of Greenacres and the City, County, and State roadways within the boundary.

#### SCOPE OF SERVICES

##### **Task 1: Staff Work Session #1, Due Diligence, and Intergovernmental Coordination**

##### Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; identify stakeholders for public engagement (e.g., Project Advisory Committee, workshop invitation list); and refine the project schedule as needed. In addition, the U.S. DOT grant requirements will be reviewed, and a field visit with City staff to observe existing conditions will be conducted. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with City staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

##### Due Diligence Overview

##### Base Documentation

The TCRPC team will review background conditions such as future land use and zoning maps; traffic counts and projections; pending transportation projects by the City, County, or State; community assets and destinations; development activity; and major project approvals. The TCRPC team will develop, with assistance from City staff, necessary base documentation for the project to include GIS base maps and data tables reflecting existing, planned, and anticipated transportation and land use conditions; key destinations; crash



data; traffic volumes; bicycle and pedestrian crash “hot spots” using Palm Beach Transportation Planning Agency (TPA) data; school attendance zones; bus routes and stops; and demographics related to transit dependency.

### Site Reconnaissance

The TCRPC team will conduct fieldwork and site reconnaissance to develop a photo database and review existing conditions. During field visits, TCRPC team members may schedule to meet with City staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

### Intergovernmental Coordination

In conjunction with City staff, TCRPC will facilitate coordination meetings with relevant local governments and agencies such as the Palm Beach TPA, Palm Beach County Engineering, Palm Tran, Florida Department of Transportation (FDOT), School District of Palm Beach County, and adjacent municipalities including the Village of Palm Springs, City of Atlantis, and Village of Wellington.

### Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda and Meeting Notes)
2. Summary of base documentation
3. Facilitation of Intergovernmental Coordination Meetings and Documentation (Agenda, and Meeting Notes)

### **Task 2: Draft Methodology and Safe Streets Catalog, Staff Work Session #2**

#### Draft Methodology and Safe Streets Catalog

Working with City GIS and other staff, TCRPC will develop and apply a draft methodology with weighted selection criteria for choosing initial improvement locations. In addition, TCRPC will develop a catalog of potential Safe Streets improvements such as roadway typology, bicycle and pedestrian facilities, intersection concepts, transit shelters, traffic calming, lighting, signage, landscaping, street furniture, and shade structures. The methodology and catalog will be transmitted to City staff for review and comment. Cost estimates for potential improvements will be developed by the City’s consulting engineer.

#### Staff Work Session #2

TCRPC will meet with City staff to review the draft methodology, initial improvement locations, and catalog of Safe Streets improvements as well as cost estimate needs, City staff comments (one consolidated set of comments), and the logistics for Public Workshop #1. Revisions to the draft

methodology, initial improvement locations, and catalog of improvements will be completed before advancing to the next Task.

### Task 2 Deliverables

Specific deliverables will include:

1. Draft methodology and initial improvement site selection
2. Catalog of Safe Streets improvements
3. Facilitation of Staff Work Session #2 and Documentation (Agenda and Meeting Notes)

### **Task 3: Public Input Phase 1**

#### Council Member Briefings

In conjunction with City staff, TCRPC will meet individually with City Council to review the draft methodology, initial improvement locations, and catalog of Safe Streets improvements to ensure understanding of the project's goals, schedule, and upcoming public input opportunities.

#### Public Workshop #1

TCRPC will facilitate Public Workshop #1 at a location provided by the City (such as the Council Chambers or the Community Center depending on the format determined in Task 2). At the workshop, TCRPC staff will present an overview of the Safe Streets for All program as well as the draft methodology, initial improvement locations, and catalog of Safe Streets improvements. Public input will be solicited, which is anticipated to include feedback on the most urgent and important safety concerns as well as preferences from the catalog of potential improvements. To the extent possible with assistance from the City, material and presentations will be available in English, Spanish, and Creole.

#### Staff Work Session #3

TCRPC will meet with City staff to review the results of the Council Member briefings and Public Workshop #1 and determine if any revisions to the draft methodology, initial improvement locations, and catalog of Safe Streets improvements are warranted. In addition, cost estimate needs will be reviewed and coordinated with the City's engineering consultant, City staff comments reviewed (one consolidated set of comments), and Public Workshop #1 logistics confirmed. Revisions to the draft methodology, initial candidate locations, and catalog of improvements will be completed before advancing to the next Task.

### Task 3 Deliverables

Specific deliverables will include:

1. Council Member briefings

2. Public Workshop #1 (Agenda, PowerPoint Presentation, Sign-In Sheets, Consolidated Public Comments)
3. Facilitation of Staff Work Session #3 and Documentation (Agenda and Meeting Notes)

#### **Task 4: Draft Safe Streets for All Action Plan and Public Input Phase 2**

##### Develop Draft Safe Streets for All Action Plan

Working with City staff and in conformance with U.S. DOT grant requirements, TCRPC will develop a draft Greenacres Safe Streets for All Action Plan. The plan will include findings and recommendations including a description of the selection methodology, public input process, prioritized improvement locations, generalized project cost estimates (prepared by the City's consulting engineer), and a recommended implementation schedule (5-, 10-, and 20-year timeframes). The draft Action Plan will be transmitted to City staff for review and comment.

##### Staff Work Session #4

TCRPC will meet with City staff to review comments (one consolidated set of comments) and jointly determine how to address them as well as confirm logistics for Public Workshop #2. Revisions to the draft Action Plan will be completed before advancing to the Council Member Briefings and Public Workshop #2.

##### Councilmember Briefings

In conjunction with City staff, TCRPC will meet individually with City Council Members to review the draft Safe Streets for All Action Plan including the findings, recommendations, and next steps.

##### Public Workshop #2

TCRPC will facilitate Public Workshop #2 at the Council Chambers as part of a City Council workshop meeting, including a presentation on the goals of the Safe Streets for All program, the process to date, and the draft Safe Streets for All Action Plan with candidate improvement locations, potential improvements, and cost estimates.

##### Staff Work Session #5

TCRPC will meet with City staff to review the results of the Council Member briefings and Public Workshop #2 and determine if any revisions to the draft Safe Streets for All Action Plan are warranted.

##### Task 4 Deliverables

Specific deliverables will include:

1. Draft Safe Streets for All Action Plan

2. Facilitation of Staff Work Session #4 and Documentation (Agenda and Meeting Notes)
3. Council Member briefings
4. Public Workshop #2 (Agenda, PowerPoint Presentation, Sign-In Sheets, Consolidated Public Comments)
5. Facilitation of Staff Work Session #5 and Documentation (Agenda and Meeting Notes)

**Task 5: Final Safe Streets for All Action Plan**

Develop Final Safe Streets for All Action Plan

Working with City staff and in conformance with U.S. DOT grant requirements, and incorporating all public input received to date, TCRPC will develop a final Greenacres Safe Streets for All Action Plan. The plan will include findings and recommendations including a description of the selection methodology, public input process, prioritized improvement locations, generalized project cost estimates (prepared by the City’s consulting engineer), and a recommended implementation schedule (5-, 10-, and 20-year timeframes). The final Action Plan will be transmitted to City staff for review and comment. Upon receipt of City comments (one consolidated set of comments), any necessary revisions will be completed.

City Council Presentation and Adoption

The final Greenacres Safe Streets for All Action Plan will be presented to the public during a regular City Council meeting, including the goals of the Safe Streets for All program, the process to date, and the candidate improvement locations, potential improvements, and cost estimates. The City Council will have the opportunity to adopt the Action Plan and provide direction to begin the implementation process. The Action Plan will be updated to reflect the City Council’s action and submitted to the City.

Task 5 Deliverables

Specific deliverables will include:

1. Final Safe Streets for All Action Plan
2. Public Presentation at City Council meeting (Agenda, PowerPoint Presentation, Adoption Resolution (if any), and Consolidated Public Comments)

**DELIVERABLES:**

DELIVERABLE	FORMAT
Agendas and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats
Project and Workshop Presentations delivered throughout the process	Electronic copies in PowerPoint & PDF formats

Action Plan	Electronic copy in PDF format
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**FEES AND REIMBURSABLE EXPENSES:**

Professional services described in this Scope of Services will be performed for a fixed fee of **\$150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services. The fee does not include GIS mapping (to be provided by the City), engineering cost estimates (to be provided by the City’s consulting engineer), nor reporting to the grant agency except the provision of deliverables to the City as noted above.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or promotional materials. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

Revisions to the City’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	10%	\$15,000
Task 2 Draft Methodology and Safe Streets Catalog (At submittal of draft for review by the City)	20%	\$30,000
Task 3 Pubic Input Phase 1 (Council Briefings and Public Workshop #1) (At the conclusion of Staff Work Session #3)	10%	\$15,000
Task 4 Draft Action Plan (At submittal of draft for review by the City)	40%	\$60,000
Task 5 Final Action Plan (At presentation of Final Action Plan to City Council)	20%	\$30,000
<b>TOTAL</b>	100%	\$150,000

**ANTICIPATED SCHEDULE:**

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in May 2024, is included as Attachment B.

**ATTACHMENT B  
ANTICIPATED SCHEDULE  
City of Greenacres  
Safe Streets for All Action Plan**

<b>Greenacres Safe Streets for All Action Plan</b>		2024							2025					
		M	J	J	A	S	O	N	D	J	F	M	A	M
<b>PROJECT SCHEDULE</b>		2ND Q		3RD QTR			4TH QTR		1ST QTR		2ND Q			
Task 1	<b>STAFF WORK SESSION #1, DUE DILIGENCE, AND INTERGOV'T COORDINATION</b>	█	█	█										
Task 2	<b>DRAFT METHODOLOGY AND CATALOG, STAFF WORK SESSION #2</b>			█	█	█								
Task 3	<b>PUBLIC INPUT PHASE 1</b>						█							
Task 4	<b>DRAFT ACTION PLAN AND PUBLIC INPUT PHASE 2</b>							█	█	█				
Task 5	<b>FINAL ACTION PLAN</b>										█	█		



**ITEM SUMMARY**

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Development and Neighborhood Services Director

**SUBJECT:** **Ordinance 2023-23, ANX-23-02, 4964 Gardner Lane and LWDD Parcel Denton Nursery Voluntary Annexation – First Reading**

**BACKGROUND**

A voluntary annexation to further reduce the size of an existing enclave. The sites proposed for annexation contain two (2) parcels with one (1) single-family home that includes a wholesale nursery and landscape maintenance business with management office, and the other is a parcel adjacent to LWDD Canal 14 that provides for maintenance access to the adjacent drainage right-of-way. The sites are contiguous to the City’s boundary on the east perimeter and south across the drainage right-of-way. City Future Land Use and Zoning designations will be applied to the properties through a concurrent application process. The two sites will be annexed and continue to operate as currently developed.

**ANALYSIS**

The subject property is contiguous to the City’s municipal boundaries to the east and south and is within the City’s identified future annexation area. Since the subject property is contiguous to developed parcels already in the City, and it is located in an existing unincorporated pocket, its annexation will not adversely affect the City’s overall level of service, nor will it substantially increase costs to the City to warrant the annexation unreasonable. After reviewing this petition, staff has determined that the voluntary annexation does not create any enclaves and is consistent with all of the provisions of Chapter 171, Florida Statutes, as well as the City’s Comprehensive Plan and Zoning Code governing annexations.

the Planning and Zoning Board of Appeals which recommended approval by a vote of 5-0 at their meeting on January 11, 2024.

**FINANCIAL INFORMATION**

N/A

**LEGAL**

Ordinance 2023-23 was prepared in accordance with all applicable State statutes and City Code requirements.

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**STAFF RECOMMENDATION**

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*Approval of ANX-23-02 through the adoption of Ordinance 2023-23.*

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**ORDINANCE NO. 2023-23**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, ANNEXING TWO PARCELS OF LAND TOTALING APPROXIMATELY 6.22 ACRES, LOCATED APPROXIMATELY 1,300 FEET EAST OF SOUTH HAVERHILL ROAD AND APPROXIMATELY 1,000 FEET SOUTH OF MELALEUCA LANE, AT 4964 GARDNER LANE AND THE ADJACENT LAKE WORTH DRAINAGE DISTRICT DRAINAGE RIGHT-OF-WAY AS REQUESTED BY MCKENNA WEST OF COTLEUR HEARING, AGENT FOR THE OWNER 4964 GARDNER LANE LLC AND THE DEVELOPMENT & NEIGHBORHOOD SERVICES DEPARTMENT, AGENT FOR THE CITY OF GREENACRES AND THE LAKE WORTH DRAINAGE DISTRICT (LWDD) PETITIONER, IN ACCORDANCE WITH CHAPTER 171.0413 OF THE FLORIDA STATUTES; PROVIDING FOR REDEFINING THE BOUNDARY LINES OF THE CITY OF GREENACRES TO INCLUDE THE SUBJECT PROPERTY IN THE CITY'S OFFICIAL BOUNDARY MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, McKenna West and the Development and Neighborhood Services Dept, is herein known as the "Petitioner" for the herein described property; and; and

**WHEREAS**, the petitioner has requested by written petition to have the property voluntarily annexed into the municipal limits of the City of Greenacres; and

**WHEREAS**, the subject property hereinafter described is reasonably compact and contiguous to the corporate limits of the City of Greenacres, thus making said petition for annexation appropriate at this time; and

**WHEREAS**, the City of Greenacres has heretofore been authorized to annex lands in accordance with Section 171.044 of the Florida Statutes; and

**WHEREAS**, the City of Greenacres Planning Zoning and Appeals Board has held a duly advertised public hearing on January 11, 2024 and recommended approval of petition ANX-23-02 to annex the subject property into the City of Greenacres; and

**WHEREAS**, the City Council of the City of Greenacres further finds that, in accordance with the Development and Neighborhood Services Staff Report and Recommendation dated

**Ordinance No. 2023-23** | ANX-23-02 (4964 Gardner Lane and Lake Worth Drainage District Parcel)  
Page No. 2

January 5, 2024, as amended, attached hereto as Exhibit "A" and by this reference made a part hereof, the proposed annexation of the subject property is in the best interest of the citizens of the City of Greenacres, and is in accordance with State and local law; and

**WHEREAS**, the City Council deems approval of this Ordinance to be in the best interest of the residents and 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 City Council finds that the written petition for voluntary annexation filed with the City bears the signature of the owners of the real property and is hereby annexed into the City of Greenacres, Florida.

**SECTION 2.** The boundary lines of Greenacres, Florida, are hereby redefined to include the described real property lying in Palm Beach County into the City's Boundary Map:

**Legal Description**

**PCN: 00-42-44-25-00-000-7176**

The South one-half of the Southwest one-quarter of the Southeast one-quarter of the Southwest one-quarter of Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida.

Less the South 110 foot Lake Worth Drainage District L-14 Canal Right of Way per Deed Book 67, Page 561; Chancery Case 407 per Official Records Book 23602, Page 807, all of the Public records of Palm Beach County, Florida.

Said lands situate in the City of Lake Worth, Palm Beach County, Florida containing 156,786 square feet (3.599 acres) more or less.

**PCN: 00-42-44-26-00-000-6760 (Partial)**

Property that sits at LWDD L-14 Canal R/W (Less PT in E ¼ of W ½ of S ¼ & W ¼ of W ¼ of S ¼), West of Military Trail ROW and excluding that area East of Military Trail ROW

**Ordinance No. 2023-23 | ANX-23-02 (4964 Gardner Lane and Lake Worth Drainage District**

Parcel)

Page No. 3

As further described by metes and bounds as: Commencing at the Southwest Corner of Section 25, Township 44 South, Range 42 East, THENCE South 86 degrees, 53 minutes, 43 seconds East for a distance of 988.73 feet to a Point of Beginning: Thence North 01 degree, 24 minutes, 15 seconds East a distance of 72.41 feet, THENCE South 86 degrees, 53 minutes, 43 seconds East a distance of 342.92 feet, THENCE North 01 degree, 24 minutes 15 seconds East a distance of 27.63 feet, THENCE South 86 degrees, 53 minutes, 43 seconds East a distance of 665.92 feet, THENCE South 01 degree 26 minutes 08 seconds West a distance of 100.04 feet, THENCE North 86 degrees, 53 minutes, 43 seconds West a distance of 1009.55 feet to the Point of Beginning.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 6.22 ACRES MORE OR LESS.

The above-described parcel is subject to road rights-of-way, easements and reservations of record.

The above-described real property is hereby annexed by and declared to be within the corporate limits of the City of Greenacres, Florida.

Ordinance No. 2023-23 | ANX-23-02 (4964 Gardner Lane and Lake Worth Drainage District

Parcel)

Page No. 4

**Location Map**



**Section 3.** That the above-described real property shall immediately become subject to all of the franchises, privileges, immunities, debts, obligations, liabilities, ordinances and laws to which lands in the City of Greenacres are now or may be subjected to and persons residing thereon shall be deemed citizens of the City of Greenacres.

**Section 4.** The annexation of the subject property, including adjacent roads, alleys, or the like, if any, shall not be deemed accepted by the City of any maintenance responsibility for such roads, alleys, or the like, unless otherwise specifically initiated by the City pursuant to current requirements and conditions.

**SECTION 5.** The City Manager is hereby directed to do all things necessary to effectuate this annexation.

**SECTION 6. 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 7. 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 8. Effective Date**

The provisions of this Ordinance shall become effective upon adoption.

**[The remainder of this page intentionally left blank.]**

Ordinance No. 2023-23 | ANX-23-02 (4964 Gardner Lane and Lake Worth Drainage District

Parcel)

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Passed on the first reading this 15<sup>th</sup> day of April, 2024.

PASSED AND ADOPTED on the second reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chuck Shaw, Mayor

\_\_\_\_\_  
Voted:  
Judith Dugo, Deputy Mayor

Attest:

\_\_\_\_\_  
Quintella Moorer, City Clerk

\_\_\_\_\_  
Voted:  
John Tharp, Council Member, District I

\_\_\_\_\_  
Voted:  
Peter Noble, Council Member, District II

\_\_\_\_\_  
Voted:  
Susy Diaz, Council Member, District IV

\_\_\_\_\_  
Voted:  
Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

ANX-23-02  
(Ordinance 2023-23)  
Exhibit "A"  
Date: January 05, 2024

Revised: 01/11/2024

	<b>DEVELOPMENT &amp; NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION</b>
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**Subject/Agenda Item:**

**Ordinance 2023-23: ANX-23-02 – Denton Nursery Voluntary Annexation - 4964 Gardner Lane and LWDD parcel First Reading:** A voluntary request for two (2) parcels of land totaling approximately 6.22 acres. The first site is a 3.5918-acre residential lot located on the east side of the terminus of Gardner Lane at 4964 Gardner Lane and the second parcel is the 2.63-acre adjacent Lake Worth Drainage District (LWDD) drainage easement parcel adjacent to the Canal 14 right-of-way.

Recommendation to APPROVE  
 Recommendation to DENY

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Quasi-Judicial  
 Legislative  
 Public Hearing

<b>Originating Department: Planning &amp; Engineering</b>  Project Manager  _____ Gionni Gallier, Senior Planner	<b>Reviewed By:</b>  Director of Development & Neighborhood Services (DNS)  _____ Denise Malone, AICP, Director DNS
<b>Approved By:</b>  City Manager  _____ Andrea McCue	<b>Public Notice:</b> <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Date: 12/28/23, Paper: Lake Worth Herald, Palm Beach Post  <b>Mailing</b> <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required Notice Distance: 300'
<b>Attachments:</b> <ul style="list-style-type: none"><li>• Ordinance 2023-23</li><li>• Exhibit "A"</li></ul>	<b>City Council Action:</b> <input type="checkbox"/> Approval <input type="checkbox"/> Approve with conditions <input type="checkbox"/> Denial <input type="checkbox"/> Continued to: _____



**I. Executive Summary**

The proposed annexation involves two parcels, totaling approximately 6.22 acres, located within unincorporated Palm Beach County, and identified within the City's Future Annexation Area. These parcels are part of an existing Palm Beach County enclave adjacent to the City's boundaries and consequently, the proposed annexation will reduce the size of the existing enclave.

The applicants are proposing a voluntary annexation as provided for in Section 171.044, Florida Statutes. This annexation proposal was advertised in the Lake Worth Herald on December 28, 2023. The proposal was submitted to the County Administrator and to County Planning staff on December 29, 2023 via certified return receipt. Additionally, the proposal was submitted to IPARC on February 7, 2024 and on March 20, 2024 the County Planning staff provided the City with a letter of no objection. This voluntary annexation meets Florida State Statutes and Palm Beach County procedures for processing annexations. To date, Staff has not received any objections to the request.

**II. Site Data:**

<b>Property Information:</b>	See Exhibit A
<b>Size:</b>	6.22 total acres

**III. Annexation/Zoning History:**

This proposed annexation, currently part of unincorporated Palm Beach County, comprises of two (2) parcels totaling 6.22 acres. These parcels include both developed lands, featuring a single-family residence, and an access easement for the Lake Worth drainage District (LWDD) Canal 14 right-of-way for drainage purposes. The parcels are situated within the designated Future Annexation Area of the City and constitute part of several Palm Beach County enclaves within the City's jurisdictional boundaries.

The single-family parcel is currently developed with a 4,344 square foot residence constructed in 1970. The site has approval from Palm Beach County for the Wholesale Nursery through a Concurrency Reservation (CONR-2016-561) and a Special Permit (SPWN-2016-816), along with approval of the accessory use of Landscape Services (PCN-2015-2463). The property owners intend to continue with the approved principal and accessory uses on the site.

The second parcel serves as an existing access and maintenance area for the adjacent Canal 14 right-of-way, owned and maintained by the Lake Worth Drainage District (LWDD).

Future planning applications for the Wholesale Nursery and Landscape Services parcel, including Future Land Use Map Amendment and Rezoning are concurrently being considered and processed following the successful annexation into the city. The proposed annexation of these parcels represents a voluntary initiative by the applicants, in compliance with Section 171.044, Florida Statutes.

**IV. Applicable Comprehensive Plan Provisions:**

**Annexation Element:**

- Objective 1, page ANX 19-- Addresses efficiency, concurrency and levels of service (LOS).
- Objective 1, Policy c), page ANX 19-- Prohibits creating enclaves, or pocket areas which are not reasonably compact.
- Objective 2, page ANX 19-- Encourages orderly annexation in the future annexation boundaries through coordination with adjacent municipalities and Palm Beach County.
- Objective 4, page ANX 20-- Supports annexations which are deemed necessary to promote the orderly growth of the City and will not adversely impact the City's ability to fulfill other plans.
- Objective 4, Policy a), page ANX 20-- Outlines six guidelines for annexations.

The proposed voluntary annexations are consistent with the Comprehensive Plan and the City’s mapped Future Annexation Area.

**V. Applicable City Code and Statutory Provisions:**

**Article III, Section 10** of the City Charter relating to annexation.  
**Sec. 16-8 of the City Code** relating to zoning of annexed areas.  
**Chapter 171, Florida Statutes** relating to voluntary annexation.

The proposed voluntary annexations are consistent with the City Code of Ordinances, comply with the Florida Statutes, and the City’s procedures for annexation have been met.

**VI. Staff Analysis:**

***Development Review Committee Comments:***

The petition was informally reviewed by the Development Review Committee (DRC).

- Planning and Engineering: Incorporated into report
- Building: No objections
- Public Works: No objections
- Fire Rescue: No objections
- PBSO District #16: No objections

***Background:***

The sites proposed for annexation contains two (2) parcels, with one (1) parcel including a single-family home incorporating a Wholesale Nursey business through the Palm Beach County approval of a Concurrency Reservation (CONR-2016-561) and a Special Permit (SPWN-2016-816), and an

accessory Landscape Services business through the Palm Beach County approval of (PCN-2015-2463) and the other is a parcel adjacent to LWDD Canal 14 that provides for maintenance access to the adjacent drainage right-of-way. The sites are contiguous to the City's boundary on the east and south perimeter. City Future Land Use and Zoning Designations will be applied to the property which includes the Wholesale Nursery and Landscape Services business through the concurrent applications being processed for the (CPA-24-02) Future Land Use Map Amendment to transition from County Low Residential – 2 units per Acre to City Residential Low Density and for the (ZC-24-02) Rezoning to transition from County Agricultural Residence to City Agricultural Residence. The two sites will be annexed and continue to operate as currently developed. The Landscape Services activity is permitted and conducted in conformance with Palm Beach County's Unified Land Development Code (ULDC) at this time. However, this use is not specifically mentioned in the City of Greenacres Code of Ordinances and the City designates a use as a Prohibited Use if it is not specifically, or by reasonable implication permitted, or permissible by Special Exception, consequently, the Landscape Services activity will be deemed a legal non-conforming use by the City upon annexation. Conversely, any use or activity conducted contrary to Palm Beach County's ULDC at the effective date of annexation and not constituting a legal non-conforming use under the County ULDC, shall not be considered a legal non-conforming use by the City.

Palm Beach County's Unified Land Development Code (ULDC) defines a Wholesale Nursery as "The wholesale of horticultural specialties such as flowers, shrubs, sod, and trees, mulch, and accessory hardscape materials such as decorative stones intended for ornamental or landscaping purposes."

Regarding the Wholesale Nursery, the City of Greenacres permits Commercial Nurseries under Section 16-257(1) with specific standards. Upon annexation, these standards will be applied to and govern the Wholesale Nursery Use on the property, with supplemental standards being retained from Palm Beach County's regulations to ensure the continuity of the harmony and compatibility with the surrounding residential areas. The decision to retain and apply certain County standards alongside those of the City of Greenacres is again aimed for the continuity of the harmony and compatibility with the neighboring residential as the nursery's initial approval and subsequent operations were in accordance with those County regulations. The standards that will apply to the Wholesale Nursery after annexation include the following:

- a. Sales limited to wholesale operations only to exporters, distributors, landscape contractors, and retailers.
- b. All nursery operations, including storage, to be set back a minimum of 25 feet; *the supplemental standards from Palm Beach County's ULDC Article 5.B.1.A.3 Outdoor*

*Storage and Activities as outlined below will continue to be applicable to ensure continued compatibility with the neighboring residential. In instances where there exists a conflict between this standard and the supplemental standards outlined in Palm Beach County's ULDC Article 5.B.1.A.3 Outdoor Storage and Activities, the more restrictive requirement shall apply to ensure continued compatibility with neighboring residential areas.*

1) Specifically, the standards for Outdoor Storage and Activities from Palm Beach County will be carried over from PBC ULDC Article 5.B.1.A.3 as a supplemental standard to continue to be applied to this specific use of this property upon Annexation as the City Code does not include standards to such extent. Outdoor bulk storage in residential zoning districts shall be setback a minimum of 50 feet or the district setback, whichever is greater.

PBC ULDC Article 5.B.1.A.3 Outdoor Storage and Activities

Outdoor storage of merchandise, inventory, vehicles and trailers used in operation of a business, equipment, refuse, or similar materials, and outdoor activities associated with a use operation in all zoning districts shall be subject to the following standards, unless stated otherwise, standards follow:

a. General

Outdoor Storage and Activities may only be allowed when incidental to the use located on the premises.

b. Location

Outdoor Storage and Activity areas shall not be located in any of the required setbacks. Bollards or other acceptable barricade to the Zoning Division shall be provided to delineate pile locations.

c. Height

Outdoor Storage material shall not exceed 15 feet in height or the height of the screening, whichever is less.

d. Screening

Outdoor Storage and Activity areas shall be completely screened from all property lines by landscaping, fences, walls, or buildings.

e. Industrial FLU Designation, Zoning Districts or Uses standards omitted for brevity and non-applicability.

f. Exceptions

The following uses or material are exempt from this:

1) Storage and sales of landscape plant material.

2) Temporary storage of material used for road construction on a lot directly adjacent to the roadway under construction.

g. Parking/Storage

The parking and storage of vehicles and trailers, used in operation of a business, shall be on an improved surface.

c. Shade houses permitted as accessory structures, meeting specific criteria.

d. All heavy equipment and truck operations limited to daytime operations only, without encroaching into easements, rights-of-way, or setbacks; *operations prohibited between 7 p.m. and 6 a.m., in accordance with current Palm Beach County approved standards.*

1) Specifically, the limitation with no operations between 7pm to 6am, aligning with current Palm Beach County standards will be carried over from PBC ULDC Article 4.B.6.14.i. Hours of Operation as a supplemental standard to continue to be applied to this specific use of the property upon Annexation as the City Code does not include any specific hours of operations. Art 4.B.6.14.i. Hours of Operation states “Operation of commercial vehicles over one-ton rated capacity or gross vehicle weight of 10,000 pounds, including load, from 7p.m. to 6a.m. is prohibited.”

e. No aerial application of chemicals permitted.

f. Notification of agricultural operations to South Florida Water Management District.

g. One residential dwelling unit permitted per agricultural operation for office use.

Palm Beach County’s Unified Land Development Code (ULDC) separately defines Landscape Services as “An establishment engaged in the maintenance or installation of landscaping. The typical On-Site Activities includes administrative office; customer and employee parking; and, storage or parking of landscape vehicles, chemicals, fertilizers, landscape materials, and equipment. The typical Off-Site Activities may include but are not limited to: lawn mowing; trimming of vegetation including

trees, shrubs, or hedges; irrigation; fertilizer application; leaf blowing; landscaping design; maintenance; or, installation.” The Landscape Services were allowed by Palm Beach County as an accessory use to a Retail and/or Wholesale Nursery on a minimum of three acres.

### **CONSISTENCY WITH FLORIDA STATUTES**

Section 171.044, Florida Statutes, includes criteria that an area being considered for voluntary annexation shall satisfy prior to local government annexation:

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Staff Comment: The subject area is located within unincorporated Palm Beach County, is contiguous on two sides to the City's municipal boundaries (east and south), and is reasonably compact. The parcel is concentrated in a single area. Therefore, the proposed annexation is consistent with this provision of the Florida Statutes.

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for two consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for four (4) consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

Staff Comment: The two subject properties are each under single ownership, and the City has received the signature of the property owners of the area to be annexed. Prior to the adoption of the Ordinance by the City Council for annexation, the notice (legal advertisement) will be published once each week for two consecutive weeks in the City's local newspaper (The Palm Beach Post), to meet the requirements of the Florida Statute.

(3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within seven (7) days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

Staff Comment: This statutory requirement shall be satisfied within seven days following the adoption of the Ordinance by the City Council.

(4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.

Staff Comment: Palm Beach County has been directly notified of the submission of this voluntary annexation petition. On December 22, 2023, the Preliminary Notification, as outlined in the Palm Beach County Voluntary Annexation Process Overview as governed by Chapter 177.044, Florida Statutes, and Ordinance 2007-018, was completed. This was accomplished through a letter mailed to Ms. Verdenia Baker, County Administrator, with copies to the Palm Beach County Planning Director Kevin Fisher, as instructed in the Palm Beach County overview documentation. Subsequently, the City met with County Planning staff on January 23, 2024 and County staff supplied a letter of no objection on March 20, 2024..

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

Staff Comment: The proposed annexation does not create an enclave as defined in Chapter 171.031(13)(a) and (b), Florida Statutes. Annexation of the subject property does not create an area that is enclosed and bounded on all sides by the City, nor does it create an area that is enclosed and bounded within the City and a natural or manmade obstacle that allows passage of vehicular traffic to that unincorporated area only through the City. The subject property is located within an existing enclave as the property is only accessible by vehicular traffic through the City of Greenacres along Melaleuca Lane, and the annexation will reduce the size of an existing enclave.

(6) Not fewer than ten (10) days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the Board of the County Commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

Staff Comment: As required, a copy of the notice was provided via certified mail to the Board of County Commissioners no fewer than ten days prior to publishing the Ordinance notice in The Palm Beach Post.

## **LEVEL OF SERVICE ANALYSIS (LOS)**

### **Water and Wastewater**

The property currently falls within the service area of the Palm Beach County Water Utilities Department (PBCWUD) and receives potable water service. Sanitary Sewer is currently not provided for the area. Post-annexation, PBCWUD will continue to supply potable water service, with any future development required to connect to sewer services.

### **Solid Waste**

The property is located in the Solid Waste Authority of Palm Beach County (SWA) service area that is the provider of solid waste disposal and recycling services. Upon annexation, the property will be served by the City's waste services contract with Waste Management.

### **Recreation**

The City has established a level of service for parks and recreation facilities of three (3) acres per 1,000 residents. Based on the existing population estimate of 3.0 residents per single-family structure for the proposed annexation area, the City's existing park and recreation facilities are sufficient to accommodate this additional population and still maintain the level-of-service standards.

**Drainage**

The subject property is located within the boundaries of the Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD) and Palm Beach County, which will not change after annexation. The drainage for the project can be provided for onsite with available outfall to the north and south of the site.

**Roadway**

Currently, the site is accessed from Melaleuca Lane via a shared easement along Gardner Lane across the five (5) single-family properties. Since the access is along a private access easement and not a city road, the annexation will not impact the annual roadway improvement expenses of the city. Future development of the site would require a Palm Beach County Traffic Performance Standards approval with approved access.

**Public Safety**

No issues were raised through the City's Development Review Committee process. Both PBSO District #16 and the Greenacres Fire Department have indicated capacity is available to serve the proposed annexation area to maintain the Levels of Service for both Police and Fire services.

**Traffic**

The traffic impacts on the surrounding road network will not be adversely modified based on the annexation. This annexation would not result in any additional adverse traffic impacts to the City's roadways. Future development of the site would require a Palm Beach County Traffic Performance Standards approval with approved access.

**Conclusion of Level of Service Analysis**

The Applicant's analysis demonstrates that there will be no direct adverse impacts on the adopted Level of Service (LOS) standards for water, wastewater, solid waste, recreation, police and fire services, and traffic. Therefore, the proposed annexation will not pose a negative impact on the public facilities in the area.

**CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN**

The proposed annexation area is consistent with the overall Goals, Objectives, and Policies of the Comprehensive Plan. More specifically, the annexation is consistent with Objective 4 that states "The City shall support annexations which are deemed necessary to promote the orderly growth of the City and will not adversely impact the City's ability to fulfill other established plans." Policy 4(a)(2) further requires that "The petitioned area must have "a unity of interests with the City" and be "a logical extension" of the City's boundaries. " The proposed site is conveniently located near municipal services and is already developed around all sides so no environmental resources will be impacted and discourages urban sprawl through infill areas within the City.

***Annexation Findings of Fact:***

The proposed annexation is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan. The parcels are contiguous to the City and within the boundaries of the Future Annexation Area in the Annexation Element of the Comprehensive Plan.



In addition, the following six guidelines, as specified in Objective 4(a) on page 20 and 21 of the Annexation Element within the Comprehensive Plan, must be addressed. The guidelines apply to both City-initiated and voluntary annexations.

***Specific Criteria Findings:***

In all annexation requests, the City shall be guided by the following:

- (1) **The area in question must meet statutory requirements pertaining to contiguity, compactness and irregular shape.**

***Findings:*** The annexations are consistent with the provisions in Chapter 171, F.S., specifically the subject properties are not irregular in shape, reasonably compact, and immediately contiguous to the City's municipal boundaries. The subject areas are located within an existing enclave; thus, the proposed annexations will reduce the size of the existing enclave.

- (2) **The petitioned area must have "a unity of interests with the City" and be "a logical extension" of the City's boundaries.**

***Findings:*** The subject property has "a unity of interests with the City" and is "a logical extension" of the City of Greenacres' boundaries. The property is identified as part of the Future Annexation Area in the City's Comprehensive Plan. The annexation of the parcels is a logical extension of the city limits and provides for the extension of the City's boundaries toward future annexation of the pocket area.

The development is compatible and consistent with other development in the City that desires the local support services such as recreation, parks, and local City Hall services. The interests of the existing and proposed community are congruent to the City's.

- (3) **The area shall have a growth potential sufficient to warrant the extension of services.**

***Findings:*** The area has growth potential sufficient to warrant the extension of services. Development and redevelopment activity is taking place in the immediate vicinity and adjacent properties within the City are already receiving City services. Since the property proposed for annexation is contiguous to the City and within an existing unincorporated pocket, the City is able to extend the same level of service provided to residents within the City.

- (4) **The deficit of income against expense to the City shall not be unreasonable.**

***Findings:*** The annexation of the subject property will not create an unreasonable expense or burden upon the City of Greenacres. Since the subject property is contiguous to developed parcels already in the City, and it is in an existing unincorporated pocket, its annexation will not adversely affect the City's overall level of service, nor will it substantially increase costs to the City to warrant the annexation unreasonable. The City will also be provided with revenue from the property taxes of the subject property and the reduction of an unincorporated pocket will improve service delivery efficiency.

- (5) **The advantages both to the City of Greenacres and to the petitioned area must outweigh the disadvantages.**

*Findings:* The advantages to both the City of Greenacres and the proposed annexation area outweigh any potential disadvantages. The City will benefit by annexing land that is currently identified in the future annexation area and implementing goals, objectives and policies of the Annexation Element of the Comprehensive Plan to eliminate pocket areas. Further, the annexation of the subject property will allow the City to improve the identity of the area as being part of Greenacres and improve service delivery efficiency between the City and Palm Beach County.

- (6) **The City of Greenacres must be willing and able to provide City services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time.**

*Findings:* The City of Greenacres will be able to provide City services to the subject property without degrading any established levels of service, since the City is already providing governmental services to other developments in the immediate area of the subject parcels. Through zoning changes and site plan approval processes, any new development proposed for the properties must demonstrate that services can be provided at the established Level of Service.

***Summary of Annexation Criteria:***

The voluntary annexation meets all the guidelines specified in the City's Comprehensive Plan and Chapter 171 of the Florida Statutes for the annexation of property. It is a logical extension of the City's boundaries in locations identified as part of the City's future annexation area and will eliminate an existing enclave area.

**VII. Staff Recommendation:**

***Approval*** of ANX-23-02 through the adoption of Ordinance 2023-23.

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**PLANNING AND ZONING BOARD OF APPEALS  
RECOMMENDATION – January 11, 2024**

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The Planning Commission on a motion made by Commissioner Edmundson and seconded by Commissioner Hayes, voting five (5) to zero (0), ***recommended approval*** of Annexation ***ANX-23-02 (Denton Nursery)***, as presented by staff.

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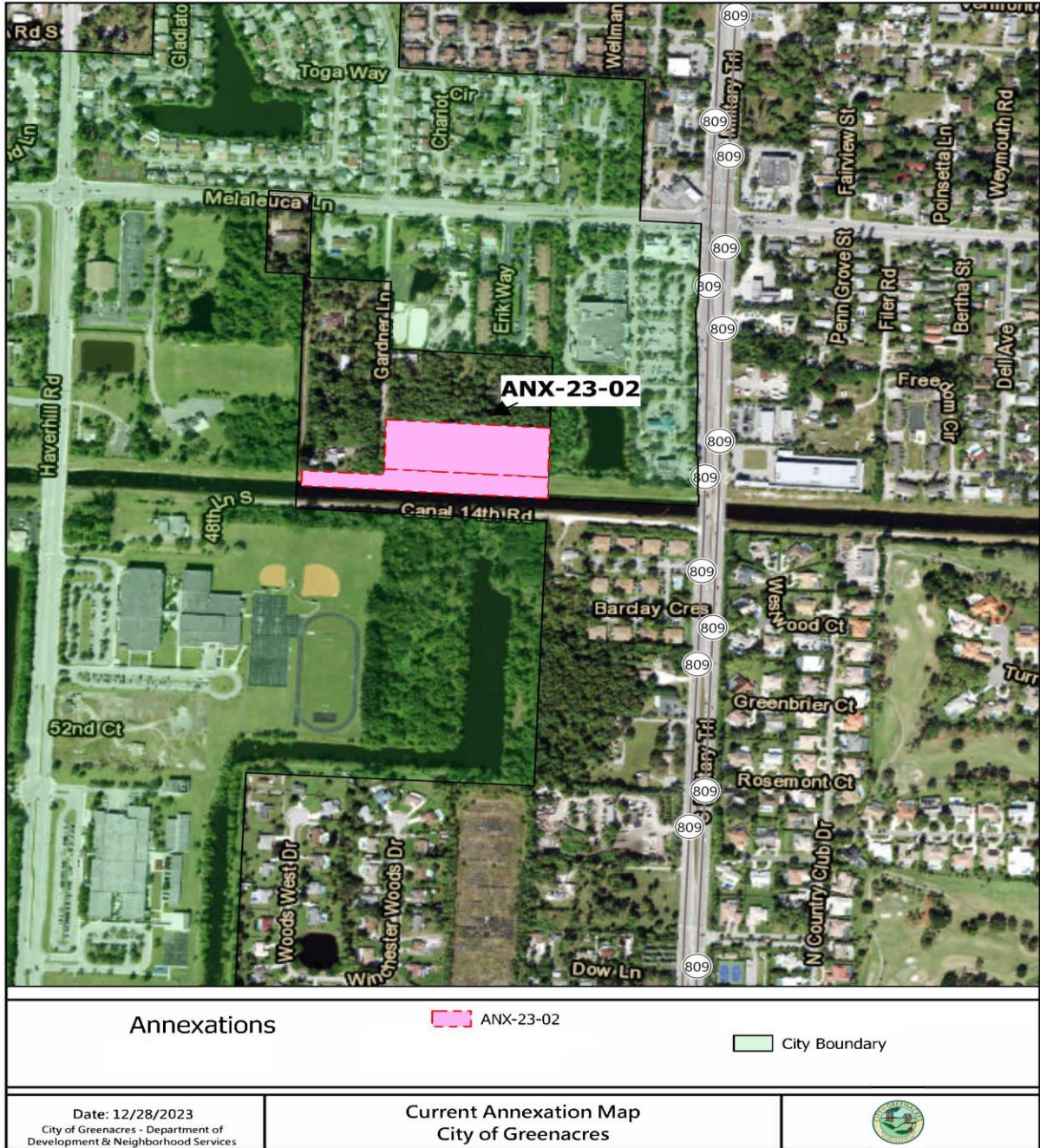
**CITY COUNCIL ACTION 1<sup>st</sup> Reading – April 15, 2024**

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**CITY COUNCIL ACTION Adoption Hearing –**

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### Exhibit A (Voluntary Annexation Map and Legal Description)



**Legal Description**

**PCN: 00-42-44-25-00-000-7176**

The South one-half of the Southwest one-quarter of the Southeast one-quarter of the Southwest one-quarter of Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida.

Less the South 110 foot Lake Worth Drainage District L-14 Canal Right of Way per Deed Book 67, Page 561; Chancery Case 407 per Official Records Book 23602, Page 807, all of the Public records of Palm Beach County, Florida.

Said lands situate in the City of Lake Worth, Palm Beach County, Florida containing 156,786 square feet (3.599 acres) more or less.

**PCN: 00-42-44-26-00-000-6760 (Partial)**

Property that sits at LWDD L-14 Canal R/W (Less PT in E  $\frac{1}{4}$  of W  $\frac{1}{2}$  of S  $\frac{1}{4}$  & W  $\frac{1}{4}$  of W  $\frac{1}{4}$  of S  $\frac{1}{4}$ ), West of Military Trail ROW and excluding that area East of Military Trail ROW

As further described by metes and bounds as: Commencing at the Southwest Corner of Section 25, Township 44 South, Range 42 East, THENCE South 86 degrees, 53 minutes, 43 seconds East for a distance of 988.73 feet to a Point of Beginning: Thence North 01 degree, 24 minutes, 15 seconds East a distance of 72.41 feet, THENCE South 86 degrees, 53 minutes, 43 seconds East a distance of 342.92 feet, THENCE North 01 degree, 24 minutes 15 seconds East a distance of 27.63 feet, THENCE South 86 degrees, 53 minutes, 43 seconds East a distance of 665.92 feet, THENCE South 01 degree 26 minutes 08 seconds West a distance of 100.04 feet, THENCE North 86 degrees, 53 minutes, 43 seconds West a distance of 1009.55 feet to the Point of Beginning.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 6.22 ACRES MORE OR LESS.



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Director Development and Neighborhood Services

**SUBJECT:** **Ordinance 2024-03, CPA-24-02-Future Land Use Amendment First Reading**  
4964 Gardner Lane/LWDD

### BACKGROUND

A city-initiated request for a small-scale Future Land Use Amendment for two (2) parcels approximately 6.22 acres from PBC LR-2 Low Residential, 2 units per Acre (Low Density 2 Units per Acre) to the City of Greenacres City Residential Low density (RS-LD) land use designation. The properties are located at 4964 Gardner Lane and the adjacent Lake Worth Drainage District (LWDD) maintenance parcel for Canal 14. A zoning change (ZC-24-02) and an annexation request (ANX-23-02) are being processed concurrent with the petition.

The Land Development Staff has reviewed this proposal and recommended approval, followed by the Planning Commission recommending approval by a vote of 5-0 at their meeting on February 8, 2024.

### ANALYSIS

This small-scale future land use amendment is needed in order to replace the existing Palm Beach County (PBC) LR-2, Low Residential, 2 units per acre future land use designation with an appropriate City designation of Residential Low Density (RS-LD). The Advisory Future Land Use Map (Map FLU 9) recommends Residential Low Density (RS-LD) for the subject area. The city is proposing to use the Advisory Map designation.

### FINANCIAL INFORMATION

N/A

### LEGAL

Ordinance 2024-03 was prepared in accordance with all applicable State Statutes and City Code requirements.

### STAFF RECOMMENDATION

*Approval* of CPA-24-02 through the adoption of Ordinance 2024-03.

**ORDINANCE NO. 2024-03**

**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 TWO PARCELS OF LAND TOTALING APPROXIMATELY 3.5918 ACRES, LOCATED AT 4964 GARDNER LANE FROM A PALM BEACH COUNTY LR-2, LOW RESIDENTIAL, 2 UNIT PER ACRE TO CITY OF GREENACRES RESIDENTIAL LOW DENSITY (RS-LD), AS REQUESTED BY MCKENNA WEST OF COTLEUR HEARING, AGENT FOR THE OWNER 4964 GARDNER LANE LLC; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE (FDOC); 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**, Section 163.3187, Florida Statutes, provides for small-scale future land use amendments for properties fifty (50) acres or less; and

**WHEREAS**, the subject properties meet the requirements of Section 163.3187; and

**WHEREAS**, McKenna West is herein known as the "Petitioner(s)" for the herein described property; 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 PBC LR-2, Low Residential, 2 unit per acre to a City Residential Low density (RS-LD) for the subject property; and

**Ordinance No. 2024-03 | Denton Nursey/LWDD**

Page No. 2

**WHEREAS**, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on February 8, 2024, and has recommended approval of petition CPA-24-02 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-24-02 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 deems approval of this Ordinance to be in the best interest of the residents and 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 foregoing recitals are incorporated into this Ordinance as true and correct finds of the City Council of the City of Greenacres.

**Section 2. Future Land Use Map Designation**

The Future Land Use Map in the City's Comprehensive Plan is hereby amended to change the designation of the subject properties from a PBC LR-2, Low Residential, 2 unit per acre to City Residential Low density (RS-LD) for the Property, which is legally described as follows:

**Legal Description**

**PCN: 00-42-44-25-00-000-7176**

The South one-half of the Southwest one-quarter of the Southeast one-quarter of the Southwest one-quarter of Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida.



**Ordinance No. 2024-03 | Denton Nursey/LWDD**

Page No. 3

Less the South 110 foot Lake Worth Drainage District L-14 Canal Right of Way per Deed Book 67, Page 561; Chancery Case 407 per Official Records Book 23602, Page 807, all of the Public records of Palm Beach County, Florida.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 3.5918 ACRES MORE OR LESS.

**Section 3. Authorization to Make Changes.**

The Planning, GIS, and Engineering Division is authorized to make the necessary Future Land Use map change to the Comprehensive Plan to reflect the change 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

**Ordinance No. 2024-03 | Denton Nursey/LWDD**

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of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

**Section 6. Transmittal to the FDOC.**

The Development & Neighborhood Services Department shall send copies of the future land use amendment and Ordinance to the Treasure Coast Regional Planning Council (TCRPC) and the State Land Planning Agency the Florida Department of Commerce (FDOC).

**Section 7. Inclusion in the Comprehensive Plan.**

It is the intention of the City Council, entered as hereby ordained, that the Comprehensive Plan of the City of Greenacres, Florida, shall be amended to include the amendment to the Future Land Use Map as stated herein.

**Section 8. Effective Date**

The effective date of this Comprehensive Plan amendment shall be thirty-one (31) days following the adoption of this Ordinance in accordance with the provisions of Section 163.3187(5)(c), Florida Statutes.

Passed on the first reading this 15<sup>th</sup> day of April, 2024.

**PASSED AND ADOPTED** on the second reading this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Chuck Shaw**, Mayor

\_\_\_\_\_  
*Voted:*  
**Judith Dugo**, *Deputy Mayor*

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

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

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

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney

CPA-24-02  
Exhibit "A"  
Date: February 2, 2024

Revised: 02/08/2024



**DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION**

**Subject/Agenda Item:**

**Ordinance 2024-03: CPA-24-02 4964 Gardner Lane**

**Recommendation to City Council:** A city-initiated request for a small-scale Future Land Use Map Amendment for a 3.5918-acre parcel from PBC LR-2 Low Residential, 2 units per Acre (Low Density 2 Units per Acre) to the City of Greenacres Residential Low density (RS-LD) land use designation. The property is located at 4964 Gardner Lane.

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p><b>Originating Department: Development and Neighborhood Services</b></p> <p>Project Manager</p> <p>_____</p> <p>Gionni Gallier, Senior Planner</p>	<p><b>Reviewed By:</b></p> <p>Director of Development &amp; Neighborhood Services (DNS)</p> <p>_____</p> <p>Denise Malone, AICP, Director DNS</p>
<p><b>Approved By:</b></p> <p><b>City Manager</b></p> <p>_____</p> <p>Andrea McCue</p>	<p><b>Public Notice:</b></p> <p><input checked="" type="checkbox"/> Required                      <input type="checkbox"/> Not Required</p> <p>Date: 1/25/24, 2/22/24, 3/7/24</p> <p>Paper: Lake Worth Herald, PBP</p> <p><b>Mailing</b></p> <p><input type="checkbox"/> Required                                      <input checked="" type="checkbox"/> Not Required</p> <p><b>Notice Distance:</b></p>

<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Location Map</li> <li>• Ordinance 2024-03</li> <li>• Existing and Proposed Land Use Maps</li> </ul>	<p><b>City Council Action:</b></p> <p><input checked="" type="checkbox"/> <b>Approval</b></p> <p><input type="checkbox"/> <b>Approve with conditions</b></p> <p><input type="checkbox"/> <b>Denial</b></p> <p><input type="checkbox"/> <b>Continued to:</b> _____</p>
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**I. Executive Summary**

The proposed Future Land Use Map Amendment (CPA-24-02) involves a parcel, totaling approximately 3.5918 acres, recently annexed into the city boundary through voluntary annexation (ANX-23-02). The city received a request from the property owners for voluntary annexation (ANX-23-02) on December 15, 2023. In addition, the City contacted the Lake Worth Drainage District (LWDD) who gave consent to voluntarily annex the adjacent Right of Way which is adjacent to the site located at 4964 Gardner Lane and extends east along the canal 14 right-of-way to South Military Trail.

The parcel has a Palm Beach County (PBC) Land Use designation of LR-2, Low Residential, 2 units per acre and a Palm Beach County Zoning designation of Agricultural Residential (AR). This application is a request for a small-scale Future Land Use Amendment for the parcels from PBC LR-2, Low Residential, 2 unit per acre to City Residential Low density (RS-LD). The city is required to apply city land use and zoning designations for properties annexed into the city boundary within two (2) years of annexation.

**II. Site Data**

<b>Existing Use:</b>	One (1) single-family home with accessory structures utilized as a wholesale nursey, with a accessory use of landscape services
<b>Proposed Use:</b>	Maintain existing uses
<b>Parcel Control Numbers:</b>	00-42-44-25-00-000-7176
<b>Parcel Size:</b>	3.5918 acres
<b>Existing Future Land Use Designation:</b>	PBC LR-2, Low Residential, 2 units per acre
<b>Proposed Future Land Use Designation:</b>	Residential Low density (RS-LD)
<b>Existing Zoning District:</b>	PBC Agricultural Residential (AR)
<b>Proposed Zoning District:</b>	Agricultural Use (AR)

<b>Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:</b>			
<b>Direction</b>	<b>Existing Land Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
<i>North</i>	Unincorporated Residential Development	PBC Residential Low 2 (PBC LR-2)	PBC Agricultural Use (City AR)
<i>South</i>	Tradewinds Middle School	City Public Institutional (PI)	City Government Use (GU)
<i>East</i>	Unincorporated Residential Development	PBC Residential Low 2 (PBC LR-2)	PBC Agricultural Use (City AR)
<i>West</i>	Military Crossing Plaza	City Commercial (City CM)	City Commercial Intensive (City CI)

**III. Annexation/Zoning History**

This property, currently part of unincorporated Palm Beach County, encompasses (1) one 3.5918-acre parcel including a single-family home incorporating a Wholesale Nursey business through the Palm Beach County approval of a Concurrency Reservation (CONR-2016-561) and a Special Permit (SPWN-2016-816), and an accessory Landscape Services business through the Palm Beach County approval of (PCN-2015-2463). The single-family parcel is currently developed with a 4,344 square foot residence constructed in 1970.

The parcel has a Palm Beach County (PBC) Land Use designation of LR-2, Low Residential, 2 units per acre and a Palm Beach County Zoning designation of Agricultural (AR). This application is a request for a small-scale Future Land Use Amendment for the parcels from PBC LR-2, Low Residential, 2 units per acre to City Residential Low density (RS-LD).

#### **IV. Data and Analysis**

##### ***Background:***

This small-scale future land use amendment is needed in order to replace the existing Palm Beach County (PBC) LR-2, Low Residential, 2 units per acre future land use designation with an appropriate City designation of Residential Low Density (RS-LD). The Advisory Future Land Use Map (Map FLU 9) recommends Residential Low Density (RS-LD) for the subject area. The applicant is not proposing to redevelop the property upon annexation and will continue the uses approved by Palm Beach County for the property.

The site proposed for the Future Land Use Map Amendment contains one (1) parcel including a single-family home incorporating a Wholesale Nursey business through the Palm Beach County approval of a Concurrency Reservation (CONR-2016-561) and a Special Permit (SPWN-2016-816), and an accessory Landscape Services business through the Palm Beach County approval of (PCN-2015-2463). The sites are contiguous to the City's boundary on the east and south perimeter. City Future Land Use and Zoning Designations will be applied to the property which includes the Wholesale Nursery and Landscape Services business through the concurrent applications being processed for the (CPA-24-02) Future Land Use Map Amendment to transition from County Low Residential – 2 units per Acre to City Residential Low Density and for the (ZC-24-02) Rezoning to transition from County Agricultural Residence to City Agricultural Residence. The site will be annexed and continue to operate as currently developed. The Landscape Services activity is permitted and conducted in conformance with Palm Beach County's Unified Land Development Code (ULDC) at this time. However, this use is not specifically mentioned in the City of Greenacres Code of Ordinances and the City designates a use as a Prohibited Use if it is not specifically, or by reasonable implication permitted, or permissible by Special Exception, consequently, the Landscape Services activity will be deemed a legal non-conforming use by the City upon annexation. Conversely, any use or activity conducted contrary to Palm Beach County's ULDC at the effective date of annexation and not constituting a legal non-conforming use under the County ULDC, shall not be considered a legal non-conforming use by the City.

Palm Beach County's Unified Land Development Code (ULDC) defines a Wholesale Nursery as "The wholesale of horticultural specialties such as flowers, shrubs, sod, and trees, mulch, and accessory hardscape materials such as decorative stones intended for ornamental or landscaping purposes."

Regarding the Wholesale Nursery, the City of Greenacres permits Commercial Nurseries under Section 16-257(1) with specific standards. Upon annexation, these standards will be applied to and govern the Wholesale Nursery Use on the property, with supplemental standards being retained from Palm Beach County's regulations to ensure the continuity of the harmony and compatibility with the surrounding

residential areas. The decision to retain and apply certain County standards alongside those of the City of Greenacres is again aimed for the continuity of the harmony and compatibility with the neighboring residential as the nursery's initial approval and subsequent operations were in accordance with those County regulations. The standards that will apply to the Wholesale Nursery after annexation include the following:

- a. Sales limited to wholesale operations only to exporters, distributors, landscape contractors, and retailers.
- b. All nursery operations, including storage, to be set back a minimum of 25 feet; *the supplemental standards from Palm Beach County's ULDC Article 5.B.1.A.3 Outdoor Storage and Activities as outlined below will continue to be applicable to ensure continued compatibility with the neighboring residential. In instances where there exists a conflict between this standard and the supplemental standards outlined in Palm Beach County's ULDC Article 5.B.1.A.3 Outdoor Storage and Activities, the more restrictive requirement shall apply to ensure continued compatibility with neighboring residential areas.*

- 1) Specifically, the standards for Outdoor Storage and Activities from Palm Beach County will be carried over from PBC ULDC Article 5.B.1.A.3 as a supplemental standard to continue to be applied to this specific use of this property upon Annexation as the City Code does not include standards to such extent. Outdoor bulk storage in residential zoning districts shall be setback a minimum of 50 feet or the district setback, whichever is greater.

#### PBC ULDC Article 5.B.1.A.3 Outdoor Storage and Activities

Outdoor storage of merchandise, inventory, vehicles and trailers used in operation of a business, equipment, refuse, or similar materials, and outdoor activities associated with a use operation in all zoning districts shall be subject to the following standards, unless stated otherwise, standards follow:

- a. General

Outdoor Storage and Activities may only be allowed when incidental to the use located on the premises.

- b. Location

Outdoor Storage and Activity areas shall not be located in any of the required setbacks. Bollards or other acceptable barricade to the Zoning Division shall be provided to delineate pile locations.

- c. Height

Outdoor Storage material shall not exceed 15 feet in height or the height of the screening, whichever is less.

## d. Screening

Outdoor Storage and Activity areas shall be completely screened from all property lines by landscaping, fences, walls, or buildings.

## e. Industrial FLU Designation, Zoning Districts or Uses standards omitted for brevity and non-applicability.

## f. Exceptions

The following uses or material are exempt from this:

1) Storage and sales of landscape plant material.

2) Temporary storage of material used for road construction on a lot directly adjacent to the roadway under construction.

## g. Parking/Storage

The parking and storage of vehicles and trailers, used in operation of a business, shall be on an improved surface.

## c. Shade houses permitted as accessory structures, meeting specific criteria.

d. All heavy equipment and truck operations limited to daytime operations only, without encroaching into easements, rights-of-way, or setbacks; *operations prohibited between 7 p.m. and 6 a.m., in accordance with current Palm Beach County approved standards.*

1) Specifically, the limitation with no operations between 7pm to 6am, aligning with current Palm Beach County standards will be carried over from PBC ULDC Article 4.B.6.14.i. Hours of Operation as a supplemental standard to continue to be applied to this specific use of the property upon Annexation as the City Code does not include any specific hours of operations. Art 4.B.6.14.i. Hours of Operation states “Operation of commercial vehicles over one-ton rated capacity or gross vehicle weight of 10,000 pounds, including load, from 7p.m. to 6a.m. is prohibited.”

## e. No aerial application of chemicals permitted.

## f. Notification of agricultural operations to South Florida Water Management District.

## g. One residential dwelling unit permitted per agricultural operation for office use.

Palm Beach County’s Unified Land Development Code (ULDC) separately defines Landscape Services as “An establishment engaged in the maintenance or installation of landscaping. The typical On-Site Activities includes administrative office; customer and employee parking; and, storage or parking of landscape vehicles, chemicals, fertilizers, landscape materials, and equipment. The typical Off-Site Activities may include but are not limited to: lawn mowing; trimming of vegetation including trees, shrubs, or hedges; irrigation; fertilizer application; leaf blowing; landscaping design; maintenance; or, installation.” The Landscape Services were allowed by Palm Beach County as an accessory use to a Retail and/or Wholesale Nursery on a minimum of three acres.



**Level Of Service Analysis:**

A Level of Service (LOS) analysis is required to address the potential impact of a land use amendment on public services and facilities. The future-land use amendment has been analyzed relative to the provision of adequate urban services. All service providers have confirmed that there will be adequate capacity available for traffic, water, sewer, solid waste, drainage, police, fire, schools, and recreation services.

The site has a Palm Beach County LR 2 future land use designation that allows a maximum residential development density of 2 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 Residential Low Density (RS-LD) future land use designation allows a range based on zoning designation from 1 unit/2,5 acres to 5 units per acre. The proposed Residential Low-3 (RH) zoning designation allows up to 5 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.

**POTENTIAL IMPACTS UNDER EXISTING LAND USE**

Table 2: Palm Beach County Development Potential				
Land Use	Area	Max Density	Density Bonus	Max Potential Units
PBC LR-2	3.5918 acres	2 dui	TDR +3 dui	18 units
			WHP + 50%	10 units
Maximum Development Potential				18 units
Average Daily Trips (18 units X 10 avg daily trips) (ITE code 210)				180 ADT

**POTENTIAL IMPACTS UNDER PROPOSED LAND USE**

Table 3: Greenacres Development Potential				
Land Use	Area	Density	Reduction for ROW	Max Potential
COG RS-LD	3.5918 acres	1 unit/2.5 acres (min)	-15%	1 units
		5 units /acre (max)	-15%	15 units
Maximum Development Potential				15 units
Average Daily Trips (15 units X 10 avg daily trips) (ITE code 210)				150 ADT

As the above intensity/density analysis demonstrates, the proposed RS-LD land use designation will be less impactful than the maximum density of the County LR-2 designations.

The proposed (RS-LD) future land use designations for the site is consistent with the existing development pattern in the area and appropriate at this time.

<b>Table 4: Public Facilities Impacts Table – CPA-24-02 4964 Gardner Lane/LWDD</b>				
Public Facility	Demand - Existing FLU Max Development Potential (see Table 2)	Demand - Proposed FLU Max Development Potential (see Table 3)	Change	Available Public Facilities to meet LOS for demand increase
Roadways	18 units x 10 ADT/du = 180 ADT	15 units x 10 ADT/du = 150 ADT	Remove net 30 trips	YES
Recreation*	18 units x 3 persons/du= 54 persons	15 units x 3 persons/du= 45 persons	Remove 9 net persons demand	YES
Potable Water*	54 persons x 126 gal/person/day = 6,804 gal/day	45 persons x 126 gal/person/day = 5,670 gal/day	Remove 1,134 net gallons per day	YES
Sanitary Sewer*	54 persons x 85 gal/person/day = 4,590 gal/day	45 persons x 85 gal/person/day = 3,825 gal/day	Remove 765 net gallons per day	YES
Drainage	Requirements are the same regardless of land use or development type		None	YES
Solid Waste*	54 persons x 7.13 pounds/person/day = 385.02 lbs./day	45 persons x 7.13 pounds/person/day = 320.85 lbs./day	Remove 64.17 net pounds (lbs.) per day	YES
Mass Transit*	180 ADT x .05% transit trips/vehicle trip = 0.089 transit trips	150 ADT x .05% transit trips/vehicle trip = 0.075 transit trips	Remove 0.014 net transit trips	YES
*The level of service standards does not divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons, pounds, acres, or transit trips per person served per day that include both residential and non-residential uses.				

**Traffic**

The city prepared a basic Level of Service Traffic Evaluation for the subject property based on impacts from the Average Daily Trips (ADT). The analysis examined the traffic impacts of the current future land use designation, PBC County LR-2 (2 units per acre) (see Table 2), and the proposed future land-use designation, City of Greenacres Residential Density Low (RS-LD)(see Table 3), and concludes that the proposed Comprehensive Plan Map Amendment meets the City's transportation standards and is consistent with the City's Comprehensive Plan Transportation Element.

**Potable Water and Sanitary Sewer**

The property is located within the Palm Beach County Water Utilities Department (PBCWUD) service area and is developed with a lift station to support adjacent development. It is utilized to meet the required level of service for adjacent development.

Based on the City’s current Comprehensive Plan, the permitted capacity for all plants owned and operated by PBCWUD in 2008 is 87 million gallons daily (MGD) average and 129 MGD maximum per Permit #50-00135. Currently, PBCWUD has a total potable water capacity of 129 MGD with approximately 74 MGD committed and in use, which leaves 13 MGD of extra capacity available. The PBCWUD does not use level of service standards that divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons per person served per day that include both residential and non-residential uses. The adopted level of service for Potable Water is 126 gallons per capita per day. Based

on the reduction in potential population in the proposed maximum development potential for the area, the comprehensive plan amendment will provide a net reduction of 1,134 gallons per day.

The City of Greenacres is within the PBC Central Region and is served by the East Central Region Wastewater Treatment Plant (ECR), which is operated by the City of West Palm Beach. The projected sewage generation for the Central and Southern Regions of Palm Beach County service areas will be less than the available capacity of 44.0 MGD outlined in the County's Comprehensive Plan. All County projections account for the current and future residents of the City of Greenacres. The existing Level of Service of the PBCWUD system is 85 gallons of wastewater produced and treated per capita per day as outlined in Palm Beach County's Comprehensive Plan. This level of service adopted by Palm Beach County will be the same for the City of Greenacres since it is served by PBCWUD. Based on the reduction in potential population in the proposed maximum development potential for the area, the comprehensive plan amendment will provide a net reduction of 765 gallons per day.

The proposed land use amendment meets the City's potable water LOS standard of 126 gallons per day per capita (GPD) and the sanitary sewer LOS Standard of 85 gallons per day per capita. The PBCWUD has shown that sufficient excess capacity exists to meet the demands of the existing development and is not impacted negatively by the proposed land use amendment.

### **Solid Waste**

The Solid Waste Authority of Palm Beach County (SWA) is the provider of solid waste disposal and recycling services for the area. Capacity is available for the coming year, five-year, and ten-year planning periods. As of September 2020, the Authority's Landfill located at the Palm Beach Renewable Energy Park has an estimated 26,926,868 cubic yards of landfill capacity remaining. The City's comprehensive plan does not use level of service standards that divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons per person served per day that include both residential and non-residential uses. The adopted level of service for Solid Waste is 7.13 pounds per capita per day. Based on the reduction in potential population in the proposed maximum development potential for the area, the comprehensive plan amendment will provide a net reduction of 64.17 pounds per day.

### **Drainage**

The site is located within the boundaries of the Lake Worth Drainage District (LWDD). The developed site is located within a developed shopping center and provides sewer infrastructure for the area as a lift station, which is owned and operated by Palm Beach County. The city's adopted Level of Service for drainage is Legal Positive Outfall, and per SFWMD regulations. The site is located within the boundaries of the South Florida Water Management District Intracoastal Basin C-51. Runoff will be directed to an on-site water management lake and/or exfiltration trench by means of paved or grass swales and/or inlets and storm sewer. Legal positive outfall is available via discharge to adjacent right-of-way or the Canal 14 right-of-way. Requirements for drainage are the same regardless of the land use or development type.

### **Schools**

The proposed land use amendment will result in a reduction of the maximum development potential, thereby reducing the potential impacts on the local school capacity limits. There will be no additional demand for School Capacity.

### **Recreation**

The City's Comprehensive Plan and Land Development Regulations require the evaluation of the impact on the Recreation Level of Service generated by new residents from an amendment. The current Citywide recreation and open space inventory total is approximately 137.90 acres. Based on the current population

of 45,476 (BEBR 4/2023), the city exceeds the Level of Service (LOS) of 3.0 acres per 1,000 population by 1.90 acres ( $45,476 / 1,000 \times 3 = 136$ ) ( $137.90 - 136 = 1.90$ ). The proposed comprehensive plan amendment will not generate any additional residents, therefore, there will not be a demand for additional acres of recreation and open space facilities.

### **Conclusion of Level of Service Analysis**

The proposed development demonstrates that there will be no adverse impacts on the adopted Level of Service (LOS) standards for sanitary sewer and potable water, solid waste, drainage, public safety, schools, recreation, and traffic. Therefore, the proposed Comprehensive Plan Map Amendment from PBC LR-2 to COG RS-MD will not pose a negative impact on the public facilities in the area. The City has determined that adequate capacity exists for the proposed amendment.

### ***Land Use Analysis:***

After a review of the proposed land use amendment, staff has determined that the application is consistent with the provisions of Chapter 163, FS, because it is compatible with adjacent properties, meets concurrency requirements, and is consistent with the provisions of the City's Comprehensive Plan. Specifically, these are as follows:

#### **A. *Compatibility:***

*North:* To the north of the subject site is a large residential single-family lot, existing single family residential development with a future land use designation of PBC LR-2 and a zoning designation of PBC Agricultural Residential (AR). The proposed RS-LD designation will be a compatible with the existing development to the north.

*South:* To the south of the subject site is Tradewinds Middle School, an existing public school with a future land use designation of City Public Institutional (PI) and a zoning designation of City Government Use (GU). The proposed RS-LD designation will be a compatible with the existing development to the north.

*East:* To the east of the parcel is planned commercial development, Military Crossing with a city Commercial (CM) land use designation and a Commercial Intensive (CI) zoning designation. The proposed RS-LD designation will be a compatible with the existing development to the east.

*West:* To the west of the subject parcel is the large residential single-family lot, existing single family residential development with a future land use designation of PBC LR-2 and a zoning designation of PBC Agricultural Residential (AR). The proposed RS-LD designation will be a compatible with the existing development to the north. The proposed designation is consistent with the adjacent land use; therefore, there will be no adverse impacts from the proposed future land use amendment.

*Conclusions:* Reviewing the adjacent existing residential, government, and commercial development to the north, south, east and west shows that the proposed City Residential Low density (RS-LD) future land use designation is compatible with the surrounding properties and the closest development not separated by water bodies or canal right-of-way.

#### **B. *Concurrency:***

As previously stated, this future land use amendment will provide these sites with a City future land use designation based on its annexation. Any future changes to the site will be evaluated for compliance with level of service standards by all relevant agencies as part of site and development plan approval. The applicant meets the level of service (LOS) standards for this site.

**C. Consistency with City's Comprehensive Plan:**

The proposed amendment is consistent with the Goals, Objectives and Policies of the Comprehensive Plan, specifically:

**1. Future Land Use Element**

**Objective 8, Policy c)**

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

\* \* \* (4 through 16 omitted for brevity) \* \* \*

- (1) Agricultural Residential - 1.0 residential unit per two and one-half (2½) net acres;
- (2) Estate Residential - 1.0 residential unit per net acre;
- (3) Low Density Residential - 3.0 to 5.0 residential units per net acre;

**Objective 10, Policy e)**

The City of Greenacres shall regulate and control all future land use activities which affect the topography, materials beneath the land's surface and availability of services by implementing the following policies:

Policy e)

In reviewing future land use amendments in the City's Future Annexation Area, the City will utilize the Advisory Future Land Use Map (Map 9) as the basis for the assignment of future land use designations as well as consideration of the goals, objectives and policies contained in this Element and an analysis of the proposal's compatibility with adjacent uses in order to determine the appropriate designation.

**Objective 11, Policies a, b & c)**

The City shall discourage the proliferation of urban sprawl by following established land use patterns, promoting appropriate infill and designating future land use densities based upon levels of services and the availability of services and facilities.

Policy a)

Urban Sprawl will be discouraged by permitting only development that is consistent and compatible with the established land use pattern. “Consistent and compatible with the established land use pattern” shall mean:

- (1) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.
- (2) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.
- (3) Adequate facilities and services shall be available and concurrent to accommodate the proposed development.

Policy b)

Infill development shall be promoted within existing areas to discourage the harmful effects of leapfrog development.

Policy c)

Future timing of appropriate land use densities and intensities will be determined by the established levels of services and the availability of services and facilities to meet the established levels.

Policy d)

The City will continue to utilize the nodal system (Section VI A.1 and A.2 of the Future Land Use Element) in conjunction with Map 5 to designate Future Land Uses in activity spheres and infill corridors.

## **V. Consistency with the Treasure Coast Regional Planning Council SRPP**

The proposed future land use amendment represents a means of applying a suitable land use designation that is consistent and compatible with the established land use pattern. This is consistent with the intent of Regional Goal 2.1, which discourages urban sprawl development patterns and Regional Goal 5.1, which states that redevelopment, revitalization and infill of existing neighborhoods and districts should be encouraged. The proposed Residential Low Density (RS-LD) future land use designations are consistent with the intent of Regional Goal 8.1 which states that development should take place concurrent with or after the provision of necessary infrastructure and services. As a result, the proposed future land use amendment is consistent with the Treasure Coast Regional Planning Council’s Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.

## **VI. Consistency with Chapter 163, Florida Statutes**

The amendment is consistent with the provisions of Chapter 163.3184 and 163.3187 F.S. concerning the processing of a small-scale future land use amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

In summary, this small-scale future land use amendment to the City’s Comprehensive Plan is compatible with adjacent land uses, adequately addresses concurrency issues, and is consistent with the City’s Comprehensive Plan, the Regional Planning Council’s SRPP and Chapter 163, F.S.

## **VII. Staff Recommendation**

*Approval* of CPA-24-02 through the adoption of Ordinance 2024-03.

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**LOCAL PLANNING AGENCY ACTION – February 8, 2024**

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The Local Planning Agency on a motion made by Board Member Edmundson and seconded by Board Member Fitzgerald, voting five (5) to zero (0), *recommended approval* of **CPA-24-02**, as presented by staff.

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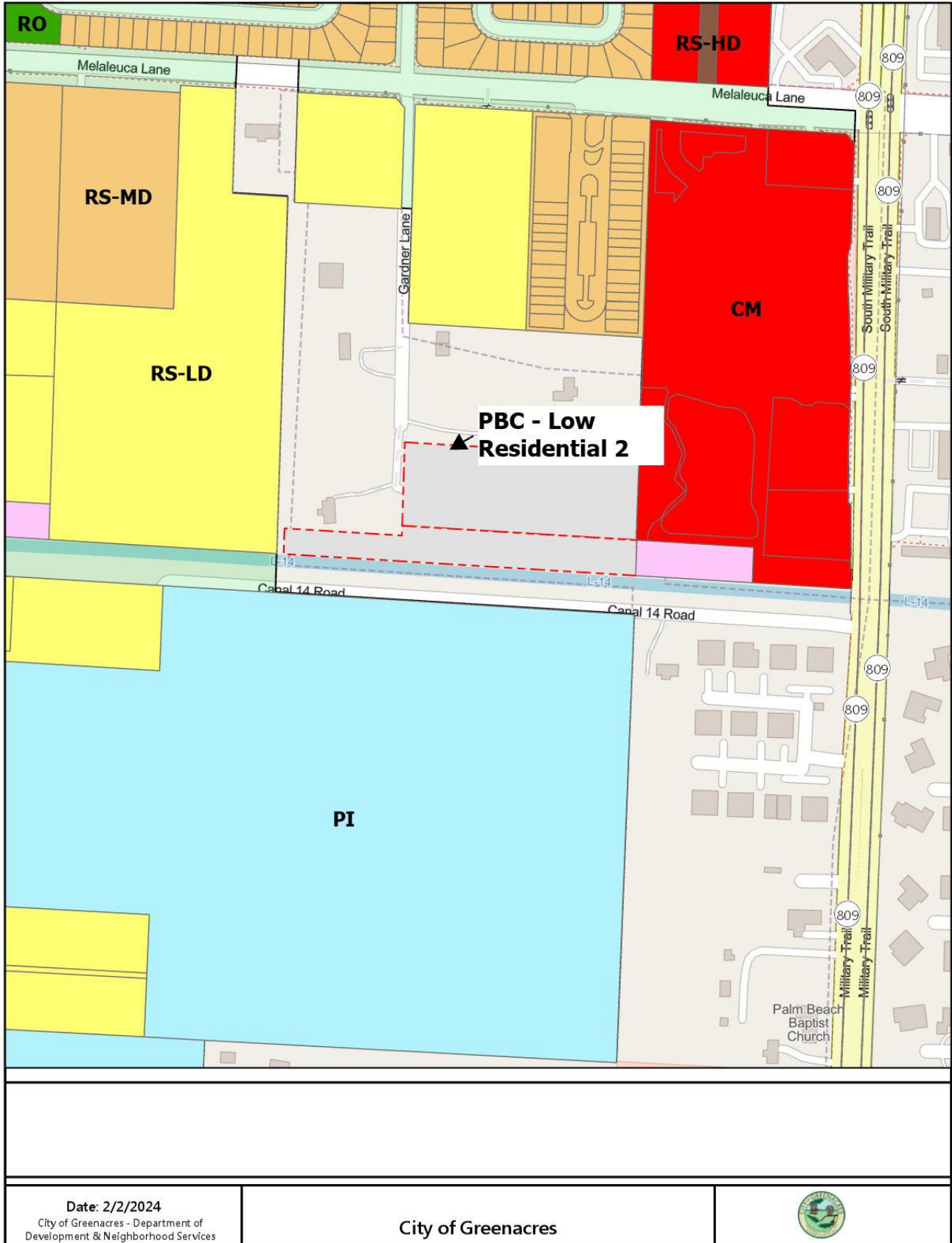
**CITY COUNCIL ACTION First Reading – April 15, 2024**

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**CITY COUNCIL ACTION Adoption Hearing**

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Legend		
COMMERCIAL	RECREATION OPEN SPACE	RESIDENTIAL LOW DENSITY
PUBLIC INSTITUTION	RESIDENTIAL HIGH DENSITY	RESIDENTIAL MEDIUM DENSITY

Date: 2/2/2024  
City of Greenacres - Department of  
Development & Neighborhood Services

Future Land Use Map  
City of Greenacres





## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Director Development and Neighborhood Services

**SUBJECT:** **Ordinance 2024-04, ZC-24-02 Zoning Change First Reading**  
4964 Gardner Lane/LWDD

### BACKGROUND

A City of Greenacres initiated request for zoning change approval for approximately 6.22 acres, located at 4964 Gardner Lane and the adjacent Lake Worth Drainage District (LWDD) parcel for maintenance of Canal 14 from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR) zoning designation. A voluntary annexation (ANX-23-02) and a small-scale future land use change (CPA-24-02) is being considered and processed concurrent with the petition.

The Land Development Staff has reviewed this proposal and recommended approval, followed by the Planning Commission recommending approval by a vote of 5-0 at their meeting on February 8, 2024.

### ANALYSIS

This zoning change is needed in order to replace the existing Palm Beach County (PBC) Agricultural Residential (AR) to City Agricultural Residential (AR).

### FINANCIAL INFORMATION

N/A

### LEGAL

Ordinance 2024-04 was prepared in accordance with all applicable State Statutes and City Code requirements.

### STAFF RECOMMENDATION

*Approval of ZC-24-02 through the adoption of Ordinance 2024-04.*

**ORDINANCE NO. 2024-04**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A ZONING CHANGE AND OFFICIAL ZONING MAP AMENDMENT FOR TWO PARCELS OF LAND TOTALING APPROXIMATELY 3.5918 ACRES, LOCATED AT 4964 GARDNER LANE FROM A PALM BEACH COUNTY AGRICULTURAL RESIDENTIAL (AR) ZONING DESIGNATION TO CITY OF GREENACRES AGRICULTURAL RESIDENTIAL (AR), AS REQUESTED BY MCKENNA WEST OF COTLEUR HEARING, AGENT FOR THE OWNER 4964 GARDNER LANE LLC; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, McKenna West, of Cotleur Hearing, is herein known as the "Petitioner(s)" for the herein described property; and

**WHEREAS**, the Petitioner is requesting a rezoning of one (1) parcel of land totaling approximately 3.5918 acres more or less, from a Palm Beach County zoning designation of Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR); and

**WHEREAS**, the Planning Commission has held a duly advertised public hearing on February 8, 2024 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 February 2, 2024, as revised; and

**WHEREAS**, the City Council of the City of Greenacres has conducted a duly advertised public hearing on March 19, 2024 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

**Ordinance No. 2024-04 | Denton Nursery/LWDD**

Page No. 2

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 February 2, 2024, as revised (attached), the proposed amendment changing the zoning district of two (2) parcels of land totaling approximately 3.5918 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR); 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. Recitals.** The foregoing recitals are incorporated into this Ordinance as true and correct findings of the City Council of the City of Greenacres.

**Section 2. Zoning Change and Zoning Map Amendment.**

The request by the Petitioner to change the zoning designation for a parcel of land totaling approximately 3.5918 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR), is hereby granted for the property located at 4964 Gardner Lane, legally described as follows:

**Legal Description**

**PCN: 00-42-44-25-00-000-7176**

The South one-half of the Southwest one-quarter of the Southeast one-quarter of the Southwest one-quarter of Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida.

Less the South 110 foot Lake Worth Drainage District L-14 Canal Right of Way per Deed Book 67, Page 561; Chancery Case 407 per Official Records Book 23602, Page 807, all of the Public records of Palm Beach County, Florida.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 3.5918 ACRES MORE OR LESS.

**Section 3. Authorization to Make Changes.**

That the Planning, GIS, and Engineering Division 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**

**Ordinance No. 2024-04 | Denton Nursery/LWDD**

Page No. 4

The provisions of this Ordinance shall become effective consistent with the effective date of Ordinance No. 2024-03, which is the companion small scale comprehensive plan amendment ordinance (changing the Future Land Use designation for the property).

**[The Remainder of this Page Intentionally Left Blank.]**

Passed on the first reading this 15<sup>th</sup> day of April, 2024.

PASSED AND ADOPTED on the second reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Chuck Shaw**, Mayor

\_\_\_\_\_  
*Voted:*  
**Judith Dugo**, *Deputy Mayor*

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

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

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

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney



ZC-24-02  
Exhibit "A"  
Date: February 2, 2024

Revised: 02/08/24



**DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION**

**Subject/Agenda Item:**

**Ordinance 2024-04: ZC-24-02 4964 Gardner Lane**

**Recommendation to City Council:** A city-initiated request for a Zoning Change approval for a 3.5918-acre parcel, located at 4964 Gardner Lane and the adjacent Lake Worth Drainage District (LWDD) parcel from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR).

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p><b>Originating Department: Planning &amp; Engineering</b></p> <p>Project Manager</p> <p>_____</p> <p>Gionni Gallier, Senior Planner</p>	<p><b>Reviewed By:</b></p> <p>Director of Development &amp; Neighborhood Services (DNS)</p> <p>_____</p> <p>Denise Malone, AICP, Director DNS</p>
<p><b>Approved By:</b></p> <p>City Manager</p> <p>_____</p> <p>Andrea McCue</p>	<p>Public Notice:</p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p>Dates: 1/25/24, 2/22/24, 3/7/24</p> <p>Paper: Lake Worth Herald</p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p>Notice Distance: _ 300'</p>

<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Ordinance 2024-05</li> <li>• Aerial Map</li> <li>• Existing and Proposed Zoning Map</li> </ul>	<p><b>City Council Action:</b></p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Approve with conditions</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> Continued to: _____</p>
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**I. Executive Summary**

The proposed Zoning Change or Rezoning from PBC Agricultural Residential (AR) to City Agricultural Residential (AR) involves a parcel, totaling approximately 3.5918 acres, concurrently annexing into the city boundary through voluntary annexation (ANX-23-02), and concurrently requesting a small-scale Future Land Use Map Amendment (CPA-24-02).

**II. Site Data:**

- Existing Use:** One (1) single-family home with accessory structures utilized as a wholesale nursey, with a accessory use of landscape services
- Proposed Use:** Maintain existing uses
- Parcel Control Numbers:** 00-42-44-25-00-000-7176;
- Parcel Size:** 3.5918 acres
- Existing Future Land Use Designation:** PBC LR-2, Low Residential, 2 units per acre
- Proposed Future Land Use Designation:** Residential Low density (RS-LD)
- Existing Zoning District:** PBC Agricultural Residential (AR)
- Proposed Zoning District:** Agricultural Use (AR)

<b>Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:</b>			
<b>Direction</b>	<b>Existing Land Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
<i>North</i>	Unincorporated Residential Development	PBC Residential Low 2 (PBC LR-2)	PBC Agricultural Use (City AR)
<i>South</i>	Tradewinds Middle School	City Public Institutional (PI)	City Government Use (GU)
<i>East</i>	Unincorporated Residential Development	PBC Residential Low 2 (PBC LR-2)	PBC Agricultural Use (City AR)
<i>West</i>	Military Crossing Plaza	City Commercial (City CM)	City Commercial Intensive (City CI)

**III. Annexation/Zoning History:**

This property, currently part of unincorporated Palm Beach County, encompasses (1) one 3.5918-acre parcel including a single-family home incorporating a Wholesale Nursey business through the Palm Beach County approval of a Concurrency Reservation (CONR-2016-561) and a Special Permit (SPWN-2016-816), and an accessory Landscape Services business through the Palm Beach County approval of (PCN-2015-2463). The single-family parcel is currently developed with a 4,344 square foot residence constructed in 1970. The property owners intend to continue with the approved principal and accessory uses on the site.

The parcels have a Palm Beach County (PBC) Land Use Designation of LR-2, Low Residential, 2 units per acre and a Palm Beach County Zoning Designation of Agricultural Residential (AR). This application is a request for a Zoning Change or Rezoning from PBC Agricultural Residential (PBC AR) to City

Agricultural Residential (COG AR). Planning applications for this parcel, including a small-scale Future Land Use Map Amendment (CPA-24-02), are being considered, and processed concurrently with the annexation (ANX-23-02) of the parcel.

#### **IV. Applicable Comprehensive Plan Provisions:**

The Comprehensive Plan includes the following planning objectives and policies related to this proposed zoning change request:

##### **1. Future Land Use Element**

###### **Objective 8, Policy c)**

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

*\* \* \* (4 through 16 omitted for brevity) \* \* \**

- (1) Agricultural Residential - 1.0 residential unit per two and one-half (2½) net acres;
- (2) Estate Residential - 1.0 residential unit per net acre;
- (3) Low Density Residential - 3.0 to 5.0 residential units per net acre;

###### **Objective 11, Policies a, b, & c)**

The City shall discourage the proliferation of urban sprawl by following established land use patterns, promoting appropriate infill and designating future land use densities based upon levels of services and the availability of services and facilities.

###### **Policy a)**

Urban Sprawl will be discouraged by permitting only development that is consistent and compatible with the established land use pattern. “Consistent and compatible with the established land use pattern” shall mean:

- (1) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.
- (2) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.
- (3) Adequate facilities and services shall be available and concurrent to accommodate the proposed development.

###### **Policy b)**

Infill development shall be promoted within existing areas to discourage the harmful effects of leapfrog development.

Policy c)

Future timing of appropriate land use densities and intensities will be determined by the established levels of services and the availability of services and facilities to meet the established levels.

## **V. Applicable City Code Provisions:**

Section 16-153(a)(1) of the Code relating to rezoning of property states that the proposed zoning change should not be contrary to the future land use map, and it should not have an adverse effect on the Comprehensive Plan.

### **Division 2. Agricultural Residential (AR) (Section 16-254 through 16-264)**

The provisions of the agricultural residential (AR) zoning district are primarily intended to provide for both very low density residential development and limited agricultural activities within close proximity to each other, and in a manner that will not adversely impact adjacent land uses while allowing for a semi-rural residential lifestyle within the municipal boundaries.

## **VI. Staff Analysis:**

### ***Background:***

This Zoning Change is needed in order to replace the existing Palm Beach County Agricultural Residential Zoning Designation with an appropriate City of Greenacres Zoning Designation of Agricultural Residential. The applicant is not proposing to redevelop the property upon annexation and will continue the uses approved by Palm Beach County for the property.

The site proposed for the Zoning Change contains one (1) parcel including a single-family home incorporating a Wholesale Nursey business through the Palm Beach County approval of a Concurrency Reservation (CONR-2016-561) and a Special Permit (SPWN-2016-816), and an accessory Landscape Services business through the Palm Beach County approval of (PCN-2015-2463). The sites are contiguous to the City's boundary on the east and south perimeter. City Future Land Use and Zoning Designations will be applied to the property which includes the Wholesale Nursery and Landscape Services business through the concurrent applications being processed for the (CPA-24-02) Future Land Use Map Amendment to transition from County Low Residential – 2 units per Acre to City Residential Low Density and for the (ZC-24-02) Rezoning to transition from County Agricultural Residence to City Agricultural Residence. The site will be annexed and continue to operate as currently developed. The Landscape Services activity is permitted and conducted in conformance with Palm Beach County's Unified Land Development Code (ULDC) at this time. However, this use is not specifically mentioned in the City of Greenacres Code of Ordinances and the City designates a use as a Prohibited Use if it is not specifically, or by reasonable implication permitted, or permissible by Special Exception, consequently, the Landscape Services activity will be deemed a legal non-conforming use by the City upon annexation. Conversely, any use or activity conducted contrary to Palm Beach County's ULDC at the effective date of annexation and not constituting a legal non-conforming use under the County ULDC, shall not be considered a legal non-conforming use by the City.

Palm Beach County's Unified Land Development Code (ULDC) defines a Wholesale Nursery as "The wholesale of horticultural specialties such as flowers, shrubs, sod, and trees, mulch, and accessory hardscape materials such as decorative stones intended for ornamental or landscaping purposes."

Regarding the Wholesale Nursery, the City of Greenacres permits Commercial Nurseries under Section 16-257(1) with specific standards. Upon annexation, these standards will be applied to and govern the Wholesale Nursery Use on the property, with supplemental standards being retained from Palm Beach County's regulations to ensure the continuity of the harmony and compatibility with the surrounding residential areas. The decision to retain and apply certain County standards alongside those of the City of Greenacres is again aimed for the continuity of the harmony and compatibility with the neighboring residential as the nursery's initial approval and subsequent operations were in accordance with those County regulations. The standards that will apply to the Wholesale Nursery after annexation include the following:

a. Sales limited to wholesale operations only to exporters, distributors, landscape contractors, and retailers.

b. All nursery operations, including storage, to be set back a minimum of 25 feet; *the supplemental standards from Palm Beach County's ULDC Article 5.B.1.A.3 Outdoor Storage and Activities as outlined below will continue to be applicable to ensure continued compatibility with the neighboring residential. In instances where there exists a conflict between this standard and the supplemental standards outlined in Palm Beach County's ULDC Article 5.B.1.A.3 Outdoor Storage and Activities, the more restrictive requirement shall apply to ensure continued compatibility with neighboring residential areas.*

1) Specifically, the standards for Outdoor Storage and Activities from Palm Beach County will be carried over from PBC ULDC Article 5.B.1.A.3 as a supplemental standard to continue to be applied to this specific use of this property upon Annexation as the City Code does not include standards to such extent. Outdoor bulk storage in residential zoning districts shall be setback a minimum of 50 feet or the district setback, whichever is greater.

#### PBC ULDC Article 5.B.1.A.3 Outdoor Storage and Activities

Outdoor storage of merchandise, inventory, vehicles and trailers used in operation of a business, equipment, refuse, or similar materials, and outdoor activities associated with a use operation in all zoning districts shall be subject to the following standards, unless stated otherwise, standards follow:

a. General

Outdoor Storage and Activities may only be allowed when incidental to the use located on the premises.

b. Location

Outdoor Storage and Activity areas shall not be located in any of the required setbacks. Bollards or other acceptable barricade to the Zoning Division shall be provided to delineate pile locations.

c. Height

Outdoor Storage material shall not exceed 15 feet in height or the height of the screening, whichever is less.

d. Screening

Outdoor Storage and Activity areas shall be completely screened from all property lines by landscaping, fences, walls, or buildings.

e. Industrial FLU Designation, Zoning Districts or Uses standards omitted for brevity and non-applicability.

f. Exceptions

The following uses or material are exempt from this:

- 1) Storage and sales of landscape plant material.
- 2) Temporary storage of material used for road construction on a lot directly adjacent to the roadway under construction.

g. Parking/Storage

The parking and storage of vehicles and trailers, used in operation of a business, shall be on an improved surface.

c. Shade houses permitted as accessory structures, meeting specific criteria.

d. All heavy equipment and truck operations limited to daytime operations only, without encroaching into easements, rights-of-way, or setbacks; *operations prohibited between 7 p.m. and 6 a.m., in accordance with current Palm Beach County approved standards.*

- 1) Specifically, the limitation with no operations between 7pm to 6am, aligning with current Palm Beach County standards will be carried over from PBC ULDC Article 4.B.6.14.i. Hours of Operation as a supplemental standard to continue to be applied to this specific use of the property upon Annexation as the City Code does not include any specific hours of operations. Art 4.B.6.14.i. Hours of Operation states “Operation of commercial vehicles over one-ton rated capacity or gross vehicle weight of 10,000 pounds, including load, from 7p.m. to 6a.m. is prohibited.”

e. No aerial application of chemicals permitted.

f. Notification of agricultural operations to South Florida Water Management District.

g. One residential dwelling unit permitted per agricultural operation for office use.

Palm Beach County's Unified Land Development Code (ULDC) separately defines Landscape Services as "An establishment engaged in the maintenance or installation of landscaping. The typical On-Site Activities includes administrative office; customer and employee parking; and, storage or parking of landscape vehicles, chemicals, fertilizers, landscape materials, and equipment. The typical Off-Site Activities may include but are not limited to: lawn mowing; trimming of vegetation including trees, shrubs, or hedges; irrigation; fertilizer application; leaf blowing; landscaping design; maintenance; or, installation." The Landscape Services were allowed by Palm Beach County as an accessory use to a Retail and/or Wholesale Nursery on a minimum of three acres.

***Development Review Committee Comments:***

The petition was informally reviewed by the Development Review Committee (DRC).

Planning and Engineering:	Incorporated into report
Building:	No objections
Public Works:	No objections
Fire Rescue:	No objections
PBSO District #16:	No objections

***Change Criteria and Findings of Fact:***

Section 16-153. Planning and Development Commission Report: The Planning, Zoning and Appeals Board shall submit a report to the City Council which shows that the Commission has studied and considered the proposed amendment for rezoning of property and change to the official zoning map in relation to the following, where applicable:

***Specific Criteria Findings:***

- (1) Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the Comprehensive Plan.**

***Finding:*** The proposed Agricultural Residential (AR) zoning district will be consistent with the property's proposed Residential Low Density (RS-LD) future land use designation. The AR district is intended for to provide for both very low density residential development and limited agricultural activities within close proximity to each other, and in a manner that will not adversely impact adjacent land uses while allowing for a semi-rural residential lifestyle. The zoning designation allows for a rural residential uses in support of the Goals, Objectives, and Policies of the Comprehensive Plan directing the city to separate urban and rural land uses by designating appropriate land use densities and intensities in accordance with approved zoning districts based on compatibility with surrounding land uses.

- (2) The existing land use pattern.**

***Finding:*** The proposed Agricultural Residential (AR) zoning designation is consistent with the existing land use pattern in the area. The Agricultural Residential (AR) Use designation and uses which surround the site to the east, north, and south are within a residential area that provides a location for servicing the adjacent residential community. The proposed zoning designation is consistent with the adjacent property located within Palm Beach County to the south and east and compatible with the character of the city institutional and commercial parcels to the north and west within the City.

**(3) The possible creation of an isolated district unrelated to adjacent and nearby districts.**

*Finding:* This proposed zoning change will not create an isolated zoning district. The parcels are located adjacent to the existing Agricultural Residential zoning.

**(4) The population density pattern and possible increase or overtaxing of the land on public facilities such as schools, utilities, etc.**

*Finding:* The subject site currently has a single-family home and accessory uses and is mostly surrounded by developed residential uses.

**(5) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

*Finding:* The properties were previously annexed into the City and therefore require an appropriate City zoning designation.

**(6) Whether changed or changing conditions make the passage of the proposed amendment necessary.**

*Finding:* The properties are being concurrently annexed into the City and therefore requires an appropriate City zoning designation.

**(7) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

*Finding:* The proposed change will provide for a compatible zoning designation for the annexed parcel and the existing development will continue with the existing uses of the site, therefore impacts will not change.

**(8) Whether the proposed change will adversely influence living conditions in the neighborhood.**

*Finding:* The proposed zoning change will not adversely affect living conditions in the area. The parcel is currently developed and is expected to continue in the current use.

**(9) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.**

*Finding:* The property was previously annexed into the City and therefore require an appropriate City zoning designation.

**(10) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

*Finding:* As evidenced by the findings above, the proposed zoning change does not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the property's proposed future land use, the surrounding zoning designations.



**VII. Staff Recommendation:**

*Approval* of ZC-24-02 through the adoption of Ordinance 2024-04.

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**PLANNING & ZONING BOARD OF APPEALS RECOMMENDATION – February 8, 2024**

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The Planning and Zoning Board of Appeals on a motion made by Board Member Edmundson and seconded by Board Member Fitzgerald, voting five (5) to zero (0), *recommended approval* of Zoning Change ZC-24-02, as presented by staff.

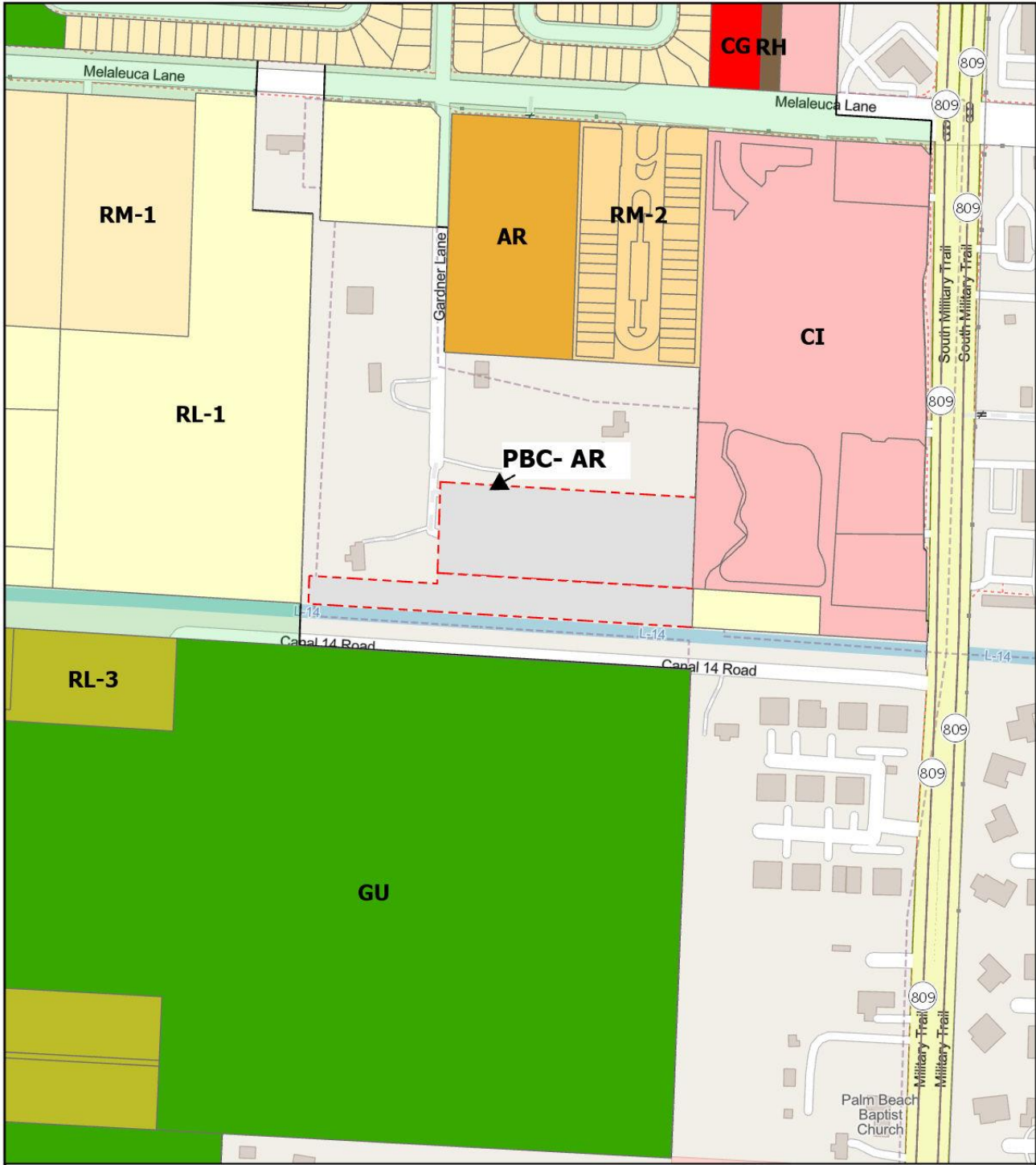
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**CITY COUNCIL ACTION First Reading – April 15, 2024**

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**CITY COUNCIL ACTION Adoption Hearing**

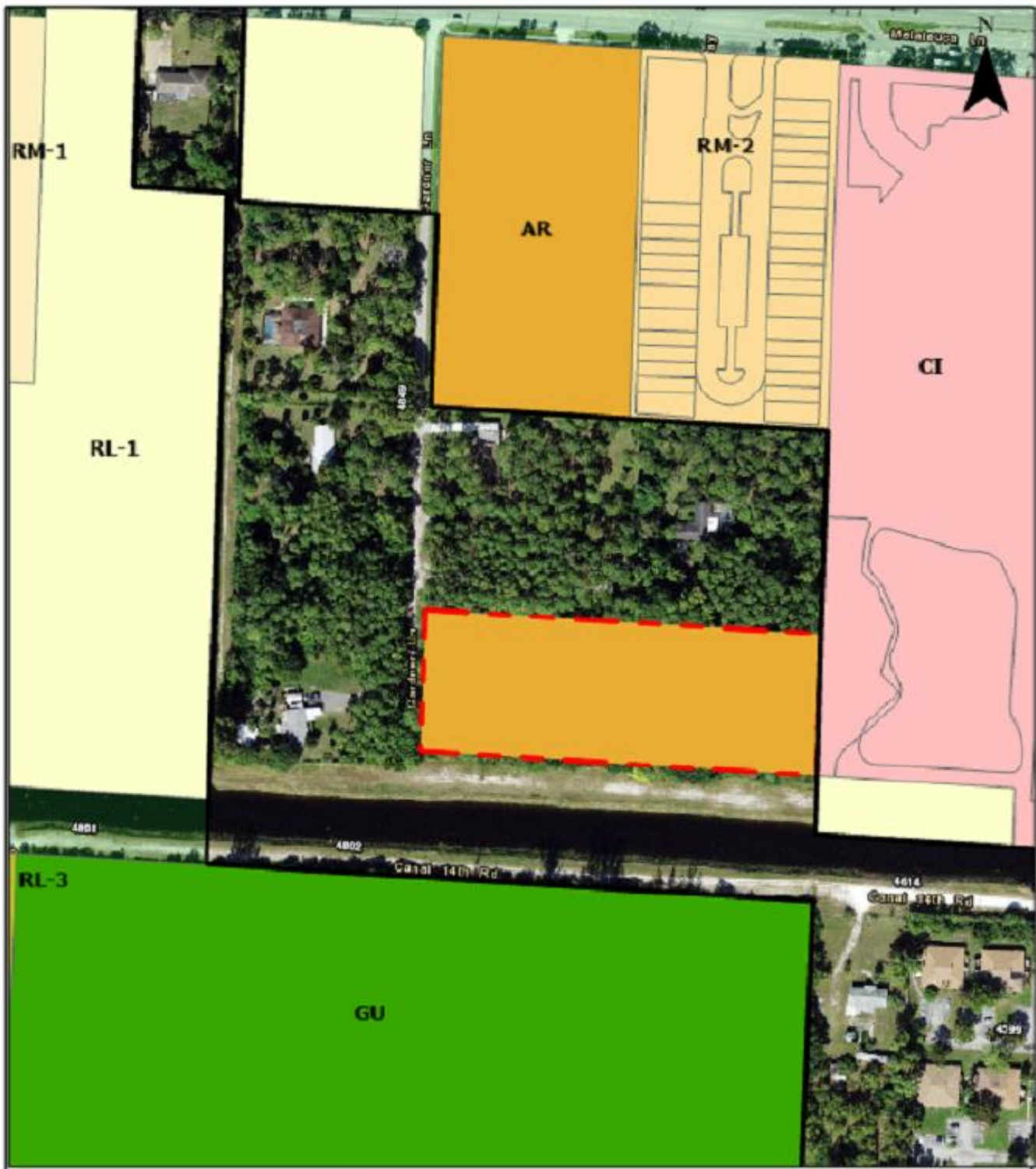
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Date: 2/2/2024  
City of Greenacres - Department of  
Development & Neighborhood Services

City of Greenacres





AGRICULTURAL RESIDENTIAL - A (AR)	COMMERCIAL NEIGHBORHOOD (CN)	HOUSING DEVELOPMENT - OFFICE (HDO-O)	HOUSING DEVELOPMENT - RESIDENTIAL (HDO-R)	RESIDENTIAL ESTATE (1 UNIT) (RE-1)	RESIDENTIAL LOW-DENSITY (RE-LD)	RESIDENTIAL HIGH-DENSITY (RE-HD)
COMMERCIAL GENERAL (CG)	GOVERNMENT USE (GU)	HOUSING DEVELOPMENT - PROFESSIONAL (HDO-PRO)	OFFICE PROFESSIONAL (OPRO)	RESIDENTIAL MEDIUM-DENSITY (RE-MD)	RESIDENTIAL MEDIUM-DENSITY (RE-MD)	RESIDENTIAL MEDIUM-DENSITY (RE-MD)
COMMERCIAL INTENSIVE (CI)	HOUSING DEVELOPMENT - COMMERCIAL (HDO-C)	HOUSING DEVELOPMENT - INSTITUTIONAL (HDO-INT)	HOUSING DEVELOPMENT - INSTITUTIONAL (HDO-INT)	RESIDENTIAL MEDIUM-DENSITY (RE-MD)	RESIDENTIAL MEDIUM-DENSITY (RE-MD)	RESIDENTIAL MEDIUM-DENSITY (RE-MD)



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Development and Neighborhood Services Director

**SUBJECT:** **Ordinance 2023-21, ANX-23-03 – Second Reading Adoption**  
4901 and 4977 S. 56<sup>th</sup> Terrace and LWDD Parcel Voluntary Annexation

### BACKGROUND

A voluntary annexation request of two City owned parcels of land totaling 8.69 acres and the adjoining Lake Worth Drainage District (LWDD) parcel to the south totaling 4.17 acres, totaling 12.8627 acres, to further reduce the size of a current enclave.

### ANALYSIS

The subject property is contiguous to the City's municipal boundaries to the west, north, and south and is within the City's identified future annexation area. Since the subject properties are contiguous to developed parcels already in the City, and are in an existing unincorporated pocket, its annexation will not adversely affect the City's overall level of service, nor will it substantially increase costs to the City to warrant the annexation unreasonable. After reviewing this petition, staff has determined that the voluntary annexation does not create any enclaves and is consistent with all the provisions of Chapter 171, Florida Statutes, as well as the City's Comprehensive Plan and Zoning Code governing annexations.

The Planning and Zoning Board of Appeals recommended approval of ANX-23-03 by a vote of 4-1 at their meeting on January 11, 2024. The City Council approved this petition as presented by staff on first reading February 5, 2024, by a unanimous vote of 5-0.

### FINANCIAL INFORMATION

N/A

### LEGAL

Ordinance 2023-21 was prepared in accordance with all applicable State statutes and City Code requirements.

### STAFF RECOMMENDATION

*Approval* of ANX-23-03 through the adoption of Ordinance 2023-21.

**ORDINANCE NO. 2023-21**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, ANNEXING THREE PARCELS OF LAND TOTALING APPROXIMATELY 12.86 ACRES, LOCATED APPROXIMATELY 1,750 FEET EAST OF SHERWOOD FOREST BOULEVARD AND 370 FEET SOUTH OF MELALEUCA LANE, AT 4901 AND 4977 SOUTH 56<sup>TH</sup> TERRACE AND THE ADJACENT LAKE WORTH DRAINAGE DISTRICT PARCEL AS REQUESTED BY PETITIONER, THE DEVELOPMENT & NEIGHBORHOOD SERVICES DEPARTMENT, AGENT FOR THE OWNERS, THE CITY OF GREENACRES AND THE LAKE WORTH DRAINAGE DISTRICT (LWDD); PROVIDING FOR REDEFINING THE BOUNDARY LINES OF THE CITY OF GREENACRES TO INCLUDE THE SUBJECT PROPERTY IN THE CITY'S OFFICIAL BOUNDARY MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Development and Neighborhood Services Department, agent for the owners, the City of Greenacres and the Lake Worth Drainage District (LWDD) is herein known as the "Petitioner" for the herein described property; and

**WHEREAS**, the petitioner(s) has requested by written petition to have the property voluntarily annexed into the municipal limits of the City of Greenacres; and

**WHEREAS**, the subject properties hereinafter described are reasonably compact and contiguous to the corporate limits of the City of Greenacres, thus making said petition for annexation appropriate at this time; and

**WHEREAS**, the City of Greenacres has heretofore been authorized to annex lands in accordance with Section 171.044 of the Florida Statutes; and

**WHEREAS**, the City of Greenacres Planning and Zoning Board of Appeals has held a duly advertised public hearing on January 11, 2024 and recommended approval of petition ANX-23-03 to annex the subject property into the City of Greenacres; and

**WHEREAS**, the City Council of the City of Greenacres further finds that, in accordance with the Development and Neighborhood Services Staff Report and Recommendation dated January 5, 2024, as amended, attached hereto as Exhibit “A” and by this reference made a part hereof, the proposed annexation of the subject property is in the best interest of the citizens of the City of Greenacres, and is in accordance with State and local law; and

**WHEREAS**, the City Council deems approval of this Ordinance to be in the best interest of the residents and 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 City Council finds that the written petition for voluntary annexation filed with the City bears the signature of the owners of the real property and is hereby annexed into the City of Greenacres, Florida.

**SECTION 2.** The boundary lines of Greenacres, Florida, are hereby redefined to include the described real property lying in Palm Beach County into the City’s Boundary Map:

**Legal Description**

**PCN: 00-42-44-26-00-000-7100**

A Parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

The West 320.0 feet of the North 3450.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 east, Palm Beach County, Florida.

Subject to an easement for ingress and egress over the North 20.0 feet of the East 348.6 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

**PCN: 00-42-44-26-00-000-7040**

The SW ¼ of the SE ¼ of the W ¼ of Section 26, Township 44 South, Range 42 East Palm Beach County, Florida.

Less a parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

The West 320.0 feet of the North 340.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Towhsip 44 South, Range 42 East, Palm Beach County, Florida.

Also, Less the South 86 feet thereof, conveyed to the Lake Worth Drainage District in Deed Book 113, Page 25, Public Records of Palm Beach County, Florida.

**PCN: 00-42-44-26-00-000-5420**

L-14 Canal R/W in S ½ of Sec (Less PT in W ½ of SW ¼ and PT in OR 22877P1531)

AND:

The right-of-way adjacent thereto.

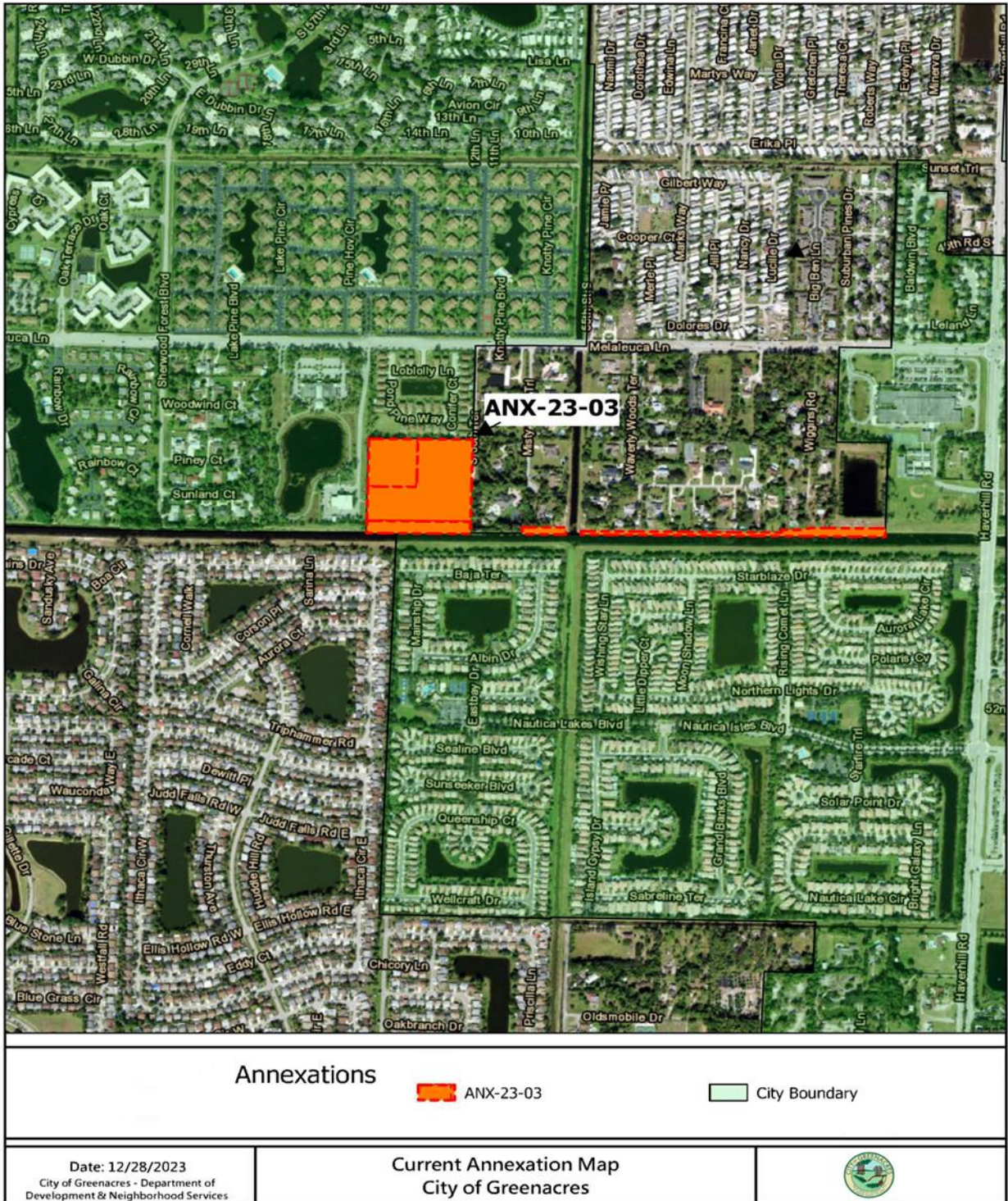
CONTAINING A TOTAL OF 12.86 ACRES MORE OR LESS.

The above-described parcel is subject to road rights-of-way, easements and reservations of record.

The above-described real property is hereby annexed by and declared to be within the corporate limits of the City of Greenacres, Florida.



**Location Map**



**Section 3.** That the above-described real property shall immediately become subject to all of the franchises, privileges, immunities, debts, obligations, liabilities, ordinances and laws to which lands in the City of Greenacres are now or may be subjected to and persons residing thereon shall be deemed citizens of the City of Greenacres.

**Section 4.** The annexation of the subject property, including adjacent roads, alleys, or the like, if any, shall not be deemed accepted by the City of any maintenance responsibility for such roads, alleys, or the like, unless otherwise specifically initiated by the City pursuant to current requirements and conditions.

**SECTION 5.** The City Manager is hereby directed to do all things necessary to effectuate this annexation.

**SECTION 6. 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 7. 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 8. Effective Date**

The provisions of this Ordinance shall become effective upon adoption.

**[The remainder of this page intentionally left blank.]**

Passed on the first reading this 5<sup>th</sup> day of February 2024.

PASSED AND ADOPTED on the second reading this 15<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
**Chuck Shaw**, Mayor

\_\_\_\_\_  
*Voted:*  
**Judith Dugo**, *Deputy Mayor*

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

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

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

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney

ANX-23-03  
(Ordinance 2023-21)  
Exhibit "A"  
Date: January 05, 2024 PZBA

Revised: 01/11/2024  
02/05/2024

	<b>DEVELOPMENT &amp; NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION</b>
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**Subject/Agenda Item:**  
**Ordinance 2023-21: ANX-23-03, 4901 and 4977 S. 56th Terrace City-Owned Parcels and LWDD Voluntary Annexation**

A voluntary annexation of three (3) parcels of unincorporated Palm Beach County, including two (2) city-owned parcels adjacent to the existing city hall and a Lake Worth Drainage maintenance parcel of land totaling approximately 12.8627 acres to reduce an existing enclave. Please see "Exhibit A" for location map.

- 
- Recommendation to APPROVE  
 Recommendation to DENY
- 
- Quasi-Judicial  
 Legislative  
 Public Hearing
- 

<b>Originating Department: Planning &amp; Engineering</b>  Project Manager  _____ Gionni Gallier, Senior Planner	<b>Reviewed By:</b>  Director of Development & Neighborhood Services (DNS)  _____ Denise Malone, AICP, Director DNS
<b>Approved By:</b>  City Manager  _____ Andrea McCue	<b>Public Notice:</b> <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Date: 12/28/23, 2/15/24, 2/22/24 Paper: Lake Worth Herald, PBP  <b>Mailing</b> <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required Notice Distance: 300'
<b>Attachments:</b> <ul style="list-style-type: none"> <li>Ordinance 2023-21</li> <li>Annexation Information Sheets</li> <li>Location Maps</li> </ul>	<b>City Council Action:</b> <input type="checkbox"/> Approval <input type="checkbox"/> Approve with conditions <input type="checkbox"/> Denial <input type="checkbox"/> Continued to: _____

## **I. Executive Summary**

The proposed annexation involves multiple parcels, totaling approximately 12.8627 acres, located within unincorporated Palm Beach County, and identified within the City's Future Annexation Area. These parcels are part of an existing Palm Beach County enclave adjacent to the City's boundaries and consequently, the proposed annexation will reduce the size of an existing enclave. The City purchased two (2) of the properties on November 18, 2022, which are directly adjacent to City Hall and will allow for the expansion of the existing site in the future to address future demands of the City. The City contacted the Lake Worth Drainage District (LWDD) who gave consent to voluntarily annex their adjacent Right of Way which is adjacent to the City's property and extends east along the canal 14 right-of-way to Haverhill Road.

The applicants are proposing a voluntary annexation as provided for in Section 171.044, Florida Statutes. This annexation proposal was advertised in the Lake Worth Herald on December 28, 2023. Additionally, the proposal was submitted to the County Administrator and to County Planning staff on December 29, 2023, via certified return receipt. To date, Staff has not received any objections to the request.

## **II. Site Data:**

<b>Property Information:</b>	See Exhibit A
<b>Size:</b>	12.8627 total acres

## **III. Annexation/Zoning History:**

This collection of properties, currently part of unincorporated Palm Beach County, encompasses multiple parcels totaling 12.8627 acres. These parcels include both developed lands, featuring single-family homes, and a parcel owned and utilized by LWDD to maintain their adjacent Canal 14. They are all situated within the designated Future Annexation Area of the City, forming part of several Palm Beach County enclaves adjacent to the City's limits.

The first City-owned parcel, located at 4901 South 56<sup>th</sup> Terrace, is developed with a 4,356 square foot single family home including a 936 square foot detached garage. The second parcel, located at 4977 South 56<sup>th</sup> Terrace, is developed with a 3,329 square foot single-family home with a 725 square foot detached garage. The parcels are accessed via a access easement across the rear properties of three single-family lots located on Misty Pines Trail in unincorporated PBC. The two (2) properties are directly adjacent to the existing Greenacres City Hall. The adjacent parcel to the south, owned by LWDD, is clear of any development so that it can be utilized by LWDD to maintain their Canal 14 right-of-way.

The parcels have a Palm Beach County (PBC) Land Use designation of LR-1, Low Residential, 1 unit per acre and a Palm Beach County Zoning designation of Agricultural (AR). Future planning applications for these parcels, including comprehensive plan amendments, zoning changes, and site and development plans, will be considered and processed following the successful annexation into the City. The proposed annexation of these parcels is a voluntary action by the applicants, in compliance with Section 171.044, Florida Statutes.

**IV. Applicable Comprehensive Plan Provisions:**

**Annexation Element:**

- Objective 1, page ANX 19--                      Addresses efficiency, concurrency and levels of service (LOS).
- Objective 1, Policy c), page ANX 19--       Prohibits creating enclaves, or pocket areas which are not reasonably compact.
- Objective 2, page ANX 19--                      Encourages orderly annexation in the future annexation boundaries through coordination with adjacent municipalities and Palm Beach County.
- Objective 4, page ANX 20--                      Supports annexations which are deemed necessary to promote the orderly growth of the City and will not adversely impact the City's ability to fulfill other plans.
- Objective 4, Policy a), page ANX 20--       Outlines six guidelines for annexations.

The proposed voluntary annexation is consistent with the Comprehensive Plan and the City’s mapped Future Annexation Area.

**V. Applicable City Code and Statutory Provisions:**

- Article III, Section 10** of the City Charter relating to annexation.
- Sec. 16-8 of the City Code** relating to zoning of annexed areas.
- Chapter 171, Florida Statutes** relating to voluntary annexation.

The proposed voluntary annexations are consistent with the City Code of Ordinances, comply with the Florida Statutes, and the City’s procedures for annexation have been met.

**VI. Staff Analysis:**

***Development Review Committee Comments:***

The petition was informally reviewed by the Development Review Committee (DRC).

- Planning and Engineering:    Incorporated into report
- Building:                              No objections
- Public Works:                      No objections
- Fire Rescue:                        No objections
- PBSO District #16:                No objections

***Background:***

A voluntary annexation of two City owned parcels of land totaling 8.69 acres and an annexation of an adjoining Lake Worth Drainage District (LWDD) parcel totaling 4.1727 acres to further

reduce the size of the current enclave. The three (3) parcels are 12.86 acres in total. The City purchased the two (2) properties on November 18, 2022, in order to be able to address the future service demands of the city. The properties will require site and development plan approval to develop in the future, which would address impacts on adjacent roadways and properties prior to approval. The LWDD parcel is currently clear of any development, and it utilized to access and provide maintenance to the adjacent Canal 14 drainage right-of-way.

### **CONSISTENCY WITH FLORIDA STATUTES**

Section 171.044, Florida Statutes, includes criteria that an area being considered for voluntary annexation shall satisfy prior to local government annexation:

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Staff Comment: The subject area is located within unincorporated Palm Beach County, is contiguous on two sides to the City's municipal boundaries (west and south), and is reasonably compact. The parcel is concentrated in a single area. Therefore, the proposed annexation is consistent with this section of the Florida Statutes.

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for two consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for four (4) consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

Staff Comment: The subject property is owned by the city under single ownership, and the City has agreed to be annexed. Prior to the adoption of the Ordinance by the City Council for annexation, the notice (legal advertisement) will be published once each week for two consecutive weeks in the City's local newspaper (The Palm Beach Post), to meet the requirements of the Florida Statute.

(3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within seven (7) days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

Staff Comment: This requirement shall be satisfied within seven days of adoption of the Ordinance by the City Council.



(4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.

Staff Comment: Palm Beach County has been directly notified of the submission of this voluntary annexation petition. On December 22, 2023, the Preliminary Notification, as outlined in the Palm Beach County Voluntary Annexation Process Overview as governed by Chapter 177.044, Florida Statutes, and Ordinance 2007-018, was completed. This was accomplished through a letter mailed to Ms. Verdenia Baker, County Administrator, with copies to the Palm Beach County Planning Director Kevin Fisher, as instructed in the Palm Beach County overview documentation. The City met with Palm Beach County Planning staff on January 23, 2024 and did not get any negative comments on ANX-23-03.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

Staff Comment: The proposed annexation does not create an enclave as defined in Chapter 171.031(13)(a) and (b), Florida Statutes. Annexation of the subject property does not create an area that is enclosed and bounded on all sides by the City, nor does it create an area that is enclosed and bounded within the City and a natural or manmade obstacle that allows passage of vehicular traffic to that unincorporated area only through the City. The subject property is located within an existing enclave as the property is only accessible by vehicular traffic through the City of Greenacres along Melaleuca Lane, and the annexation will reduce the size of an existing enclave.

(6) Not fewer than ten (10) days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the Board of the County Commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

Staff Comment: A copy of the notice was provided via certified mail to the Board of County Commissioners no fewer than ten days prior to publishing the Ordinance notice in The Palm Beach Post as required.

## **LEVEL OF SERVICE ANALYSIS (LOS)**

### **Water and Wastewater**

The property is located within the Palm Beach County Water Utilities Department service area and currently receives potable water service through (PBCWUD). Sanitary Sewer is currently not provided for the area. PBCWUD will continue to provide potable water service after annexation and any development of the site will be required to connect to sewer services.

### **Solid Waste**

The property is located in the Solid Waste Authority of Palm Beach County (SWA) service area that is the provider of solid waste disposal and recycling services. After annexation, the property will be serviced by the City's current waste services contract, Waste Management.

**Recreation**

The City has established a level of service for parks and recreation facilities of three (3) acres per 1,000 residents. Based on the existing population estimate of 3.0 residents per single-family structure for the proposed annexation area, the City's existing park and recreation facilities are sufficient to accommodate this additional population and still maintain the level-of-service standards.

**Drainage**

The subject property is located within the boundaries of the Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD) and Palm Beach County, which will not change after annexation. The drainage for the project can be provided for onsite with available outfall to the north and south of the site.

**Roadway**

Currently, the site is accessed from Melaleuca Lane via a shared easement along South 56<sup>th</sup> Terrace across the rear of three (3) single-family properties that front on Misty Pines Trail. Since the access is along a private access easement and not a city road, the annexation will not impact the annual roadway improvement expenses of the city. Future development of the site would require a Palm Beach County Traffic Performance Standards approval with approved access.

**Public Safety**

No issues were raised through the City's Development Review Committee process. PBSO District #16 and Fire Department have indicated capacity is available to serve the proposed annexation area to maintain the police and fire Levels of Service.

**Traffic**

The traffic impacts of annexation on the surrounding road network will not be modified based on the annexation. This annexation would not result in any additional adverse traffic impacts to the City's roadways. Future development of the site would require a Palm Beach County Traffic Performance Standards approval with approved access.

**Conclusion of Level of Service Analysis**

The Applicant's analysis demonstrates that there will be no direct adverse impacts on the adopted Level of Service (LOS) standards for water, wastewater, solid waste, recreation, police and fire services, and traffic. Therefore, the proposed annexation will not pose a negative impact on the public facilities in the area.

**CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN**

The proposed annexation area is consistent with the overall Goals, Objectives, and Policies of the Comprehensive Plan. More specifically, the annexation is consistent with Objective 4 that states "The City shall support annexations which are deemed necessary to promote the orderly growth of the City and will not adversely impact the City's ability to fulfill other established plans." Policy 4(a)(2) further requires that "The petitioned area must have "a unity of interests with the City" and be "a logical extension" of the City's boundaries. " The proposed site is conveniently located near municipal services, specifically city hall, and is already developed around all sides so no environmental resources will be impacted and discourages urban sprawl through infill areas within the City.

***Annexation Findings of Fact:***

The proposed annexation is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan. The parcel is contiguous to the city and is within the boundaries of the Future Annexation Area in the Annexation Element of the Comprehensive Plan. Please see attached Annexation Feasibility Study and Urban Services Report Chapter §171.042, F.S. for additional information.

In addition, the following six guidelines, as specified in Objective 4(a) on page 20 and 21 of the Annexation Element within the Comprehensive Plan, must be addressed. The guidelines apply to both City-initiated and voluntary annexations.

***Specific Criteria Findings:***

In all annexation requests, the City shall be guided by the following:

- (1) **The area in question must meet statutory requirements pertaining to contiguity, compactness and irregular shape.**

***Findings:*** The annexations are consistent with the provisions in Chapter 171, F.S., Specifically the subject properties are not irregular in shape, reasonably compact, and immediately contiguous to the City's municipal boundaries. The subject areas are located within an existing enclave; thus the proposed annexations will reduce the size of the existing enclave.

- (2) **The petitioned area must have "a unity of interests with the city" and be "a logical extension" of the City's boundaries.**

***Findings:*** The subject property has "a unity of interests with the City" and is "a logical extension" of the City of Greenacres' boundaries. The property is identified as part of the Future Annexation Area in the City's Comprehensive Plan. The sites are also an infill location contiguous to the City's boundary within an existing unincorporated pocket. The annexation of the parcels is a logical extension of the city limits and provides for the extension of the City's boundaries toward future annexation of the pocket area.

The development is compatible and consistent with other development in the city that desires the local support services such as recreation, parks, and local City Hall services. The interests of the existing and proposed community are congruent to the City's.

- (3) **The area shall have a growth potential sufficient to warrant the extension of services.**

***Findings:*** The area has a growth potential sufficient to warrant the extension of services. Development and redevelopment activity is taking place in the immediate vicinity and adjacent properties within the City are already receiving City services. Since the property is owned by the city, it will be utilized to meet the demands to meet all required level of service to the city residents.

**(4) The deficit of income against expense to the City shall not be unreasonable.**

*Findings:* The annexation of the subject property will not create an unreasonable expense or burden upon the City of Greenacres. Since the subject property is contiguous to developed parcels already in the City, and it is located in an existing unincorporated pocket, its annexation will not adversely affect the City's overall level of service, nor will it substantially increase costs to the City to warrant the annexation unreasonable.

**(5) The advantages both to the City of Greenacres and to the petitioned area must outweigh the disadvantages.**

*Findings:* The advantages to both the City of Greenacres and the proposed annexation area outweigh any potential disadvantages. The City will benefit by annexing land that is currently identified in the future annexation area and implementing goals, objectives and policies of the Annexation Element of the Comprehensive Plan to eliminate pocket areas. Further, the annexation of the subject property will allow the City to improve the identity of the area as being part of Greenacres and improve service delivery efficiency between the City and Palm Beach County.

**(6) The City of Greenacres must be willing and able to provide City services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time.**

*Findings:* The City of Greenacres will be able to provide any required City services to the subject property without degrading any established levels of service, since the City is already providing governmental services to other developments in the immediate area of the subject parcels. Through zoning changes and site plan approval processes, any new development proposed for the properties must demonstrate that services can be provided at the established Level of Service.

***Summary of Annexation Criteria:***

The voluntary annexations meet all the guidelines specified in the City's Comprehensive Plan and Chapter 171 of the Florida Statutes for the annexation of property. It is a logical extension of the City's boundaries in locations identified as part of the City's future annexation area and will eliminate an existing enclave area.

**VII. Staff Recommendation:**

*Approval* of ANX-23-03 through the adoption of Ordinance 2023-21.

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**PLANNING AND ZONING BOARD OF APPEALS  
RECOMMENDATION – January 11, 2024**

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The Planning Commission on a motion made by Commissioner Edmundson and seconded by Commissioner Fitzgerald, voting four (4) to one (1) with Commissioner Hayes dissenting, **recommended approval** of Annexation **ANX-23-03** (4901 and 4977 S. 56<sup>th</sup> Terr/LWDD), as presented by staff.

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**CITY COUNCIL ACTION 1<sup>st</sup> Reading – February 5, 2024**

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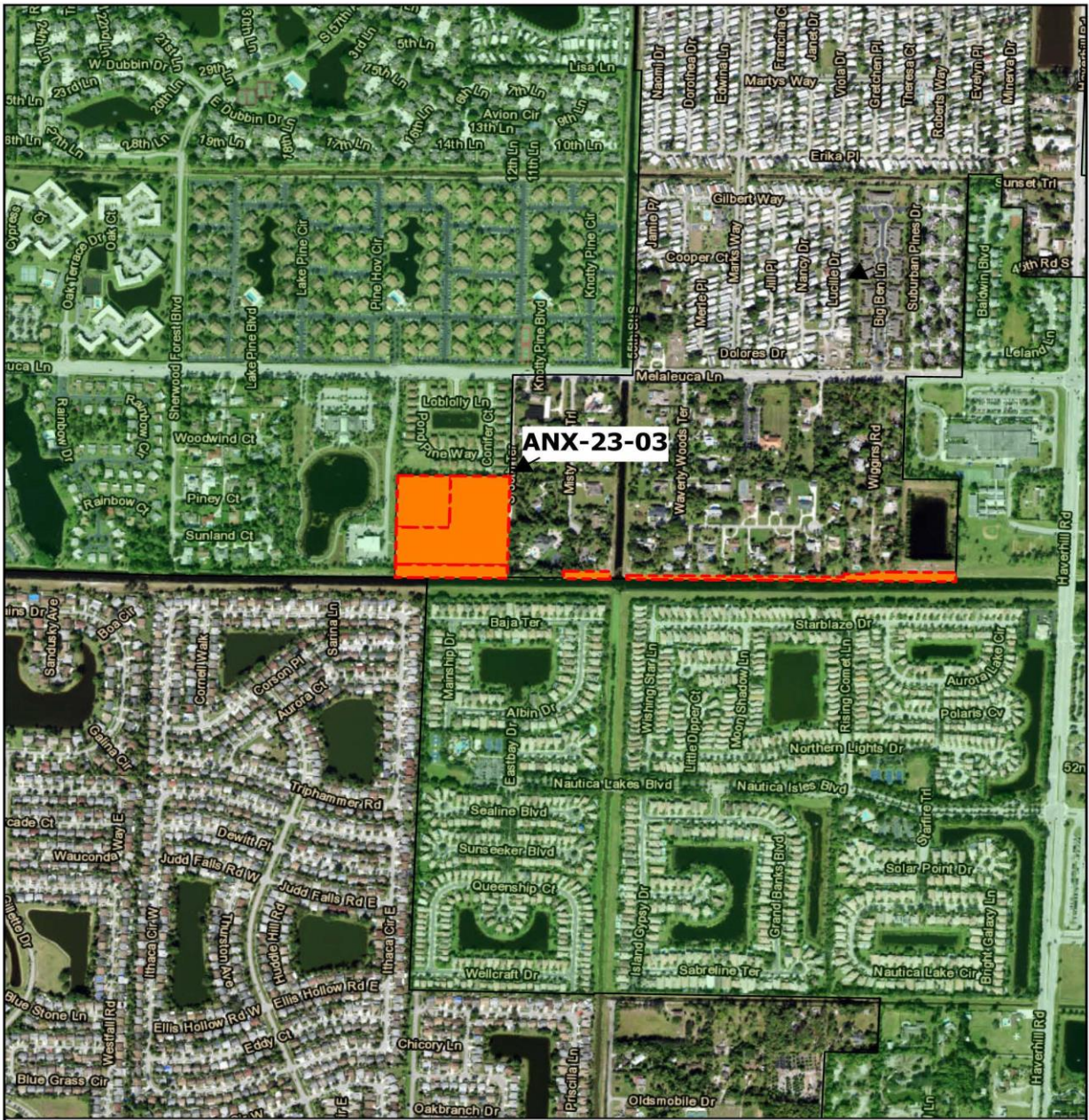
The City Council on a motion made by Council Member Bousquet and seconded by Council Member Dugo, voting five (5) to zero (0), **approved ANX-23-03** (4901 and 4977 S. 56<sup>th</sup> Terr/LWDD), through **Greenacres Ordinance 2023-21**, as presented by staff.

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**CITY COUNCIL ACTION Adoption Hearing – April 15, 2024**

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# Exhibit A (Voluntary Annexation Map and Information Sheet)



**Annexations**

 ANX-23-03

 City Boundary

Date: 12/28/2023  
City of Greenacres - Department of  
Development & Neighborhood Services

Current Annexation Map  
City of Greenacres



**Palm Beach County  
Annexation Information Sheet**

***Please submit the following information regarding each proposed annexation:***

<b>Annexation Name</b>	ANX-23-03 City-owned Parcels (4901 & 4977 S 56th Terrace, LWDD Canal)
<b>Annexation Type</b>	<b>Voluntary</b>
<b>Acres</b>	<b>12.8627 acres</b>
<b>Location</b>	4901 & 4977 S 56th Terrace, south of Melaleuca Lane and adjacent LWDD canal right-of-way
<b>Existing Use</b>	<b>Single-family, drainage easement</b>
<b>Proposed Use</b>	<b>Government Use</b>
<b>County Future Land Use</b>	PBC LR-1 Low Residential, 1 Unit per Acre
<b>County Zoning</b>	<b>PBC Agricultural Residential (AR)</b>
<b>City Future Land Use</b>	<b>Public Institution (PI)</b>
<b>City Zoning</b>	<b>Government Use (GU)</b>
<b>First Reading (if known)</b>	<b>February 5, 2024</b>
<b>Second Reading (if known)</b>	<b>March 4, 2024</b>
<b>Ordinance Num. (if known)</b>	<b>Ordinance 2023-21</b>
<b>Location Map</b>	(Please Attach)
<b>Parcel Control Numbers</b>	00-42-44-26-00-000-7040 00-42-44-26-00-000-7100 00-42-44-26-00-000-5420



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Director Development and Neighborhood Services

**SUBJECT:** **Ordinance 2024-05, CPA-24-03 Future Land Use Amendment First Reading**  
4901 and 4977 S. 56<sup>th</sup> Terr/LWDD

### BACKGROUND

A City-initiated request for small-scale future land use change for approximately 12.8627 acres, located at 4901 and 4977 S. 56th Terrace and the adjacent Lake Worth Drainage District (LWDD) parcel from Palm Beach County (PBC) LR-1, Low Residential, 1 unit per acre future land use designation with an appropriate City designation of Public Institutional (PI). A voluntary annexation (ANX-23-03) and a zoning change (ZC-24-03) for the parcels are being processed concurrent with the petition.

The Land Development Staff has reviewed this proposal and recommended approval, followed by the Planning Commission recommending approval by a vote of 5-0 at their meeting on February 8, 2024.

### ANALYSIS

This small-scale future land use amendment is needed in order to replace the existing Palm Beach County (PBC) LR-1, Low Residential, 1 unit per acre future land use designation with an appropriate City designation of Public Institutional (PI).

### FINANCIAL INFORMATION

N/A

### LEGAL

Ordinance 2024-05 was prepared in accordance with all applicable State Statutes and City Code requirements.

### STAFF RECOMMENDATION

*Approval of CPA-24-03 through the adoption of Ordinance 2024-05.*



**ORDINANCE NO. 2024-05**

**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 TWO (2) PARCELS OF LAND TOTALING APPROXIMATELY 8.7 ACRES, LOCATED AT 4901 AND 4977 SOUTH 56<sup>TH</sup> TERRACE FROM A PBC LR-1 LOW RESIDENTIAL, 1 UNIT PER ACRE (LOW DENSITY 1 UNIT PER ACRE) TO THE CITY OF GREENACRES PUBLIC INSTITUTIONAL (PI) LAND USE DESIGNATION, AS REQUESTED BY THE DEVELOPMENT & NEIGHBORHOOD SERVICES DEPARTMENT, AGENT FOR THE OWNERS THE CITY OF GREENACRES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE (FDOC); 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**, Section 163.3187, Florida Statutes, provides for small-scale future land use amendments for properties fifty (50) acres or less; and

**WHEREAS**, the subject properties meet the requirements of Section 163.3187; and

**WHEREAS**, the City of Greenacres Development & Neighborhood Services Department is herein known as the "Petitioner" for the herein described properties; and

**WHEREAS**, the Petitioner is requesting to change the City of Greenacres Future Land Use Map from a PBC LR-1 Low Residential, 1 unit per Acre (Low Density 1 Unit per Acre) to the City of Greenacres Public Institutional (PI) land use designation for the subject property; and

**Ordinance No. 2024-05 | City Hall Annex/LWDD**

Page No. 2

**WHEREAS**, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on February 8, 2024, and has recommended approval of petition CPA-24-03 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-24-03 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 deems approval of this Ordinance to be in the best interest of the residents and 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 foregoing recitals are incorporated into this Ordinance as true and correct finds of the City Council of the City of Greenacres.

**Section 2. Future Land Use Map Designation**

The Future Land Use Map in the City's Comprehensive Plan is hereby amended to change the designation of the subject property from a PBC LR-1 Low Residential, 1 unit per Acre (Low Density 1 Unit per Acre) to the City of Greenacres Public Institutional (PI) land use designation for the Property, which is legally described as follows:

**Legal Description**

**PCN: 00-42-44-26-00-000-7100**

A Parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

**Ordinance No. 2024-05 | City Hall Annex/LWDD**

Page No. 3

The West 320.0 feet of the North 3450.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 east, Palm Beach County, Florida.

Subject to an easement for ingress and egress over the North 20.0 feet of the East 348.6 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

**PCN: 00-42-44-26-00-000-7040**

The SW ¼ of the SE ¼ of the W ¼ of Section 26, Township 44 South, Range 42 East Palm Beach County, Florida.

Less a parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

The West 320.0 feet of the North 340.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

Also, Less the South 86 feet thereof, conveyed to the Lake Worth Drainage District in Deed Book 113, Page 25, Public Records of Palm Beach County, Florida.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 8.7 ACRES MORE OR LESS.

**Section 3. Authorization to Make Changes.**

The Planning, GIS, and Engineering Division is authorized to make the necessary Future Land Use map change to the Comprehensive Plan to reflect the change authorized by this Ordinance.

**Section 4. Repeal of Conflicting Ordinances.**

**Ordinance No. 2024-05 | City Hall Annex/LWDD**

Page No. 4

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. Transmittal to the FDOC.**

The Development & Neighborhood Services Department shall send copies of the future land use amendment and Ordinance to the Treasure Coast Regional Planning Council (TCRPC) and the State Land Planning Agency the Florida Department of Commerce (FDOC).

**Section 7. Inclusion in the Comprehensive Plan.**

It is the intention of the City Council, entered as hereby ordained, that the Comprehensive Plan of the City of Greenacres, Florida, shall be amended to include the amendment to the Future Land Use Map as stated herein.

**Section 8. Effective Date**

The effective date of this Comprehensive Plan amendment shall be thirty-one (31) days following the adoption of this Ordinance in accordance with the provisions of Section 163.3187(5)(c), Florida Statutes.

Passed on the first reading this 15<sup>th</sup> day of April, 2024.

PASSED AND ADOPTED on the second reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Chuck Shaw**, Mayor

\_\_\_\_\_  
*Voted:*  
**Judith Dugo**, *Deputy Mayor*

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

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

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

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney

CPA-24-03  
Exhibit "A"  
Date: February 2, 2024

Revised: 02/08/2024



**DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION**

**Subject/Agenda Item:**

**Ordinance 2024-05: CPA-24-03 4901 and 4977 S. 56<sup>th</sup> Terr. (City Hall Annex)**

**Recommendation to City Council:** A City-initiated request for a small-scale Future Land Use Amendment for two (2) parcels totaling approximately 8.7 acres from PBC LR-1 Low Residential, 1 unit per Acre (Low Density 1 Unit per Acre) to the City of Greenacres Public Institutional (PI) land use designation. The properties are located at 4901 and 4977 South 56<sup>th</sup> Terrace.

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p><b>Originating Department: Development and Neighborhood Services</b></p> <p>Project Manager</p> <p>_____</p> <p>Gionni Gallier, Senior Planner</p>	<p><b>Reviewed By:</b></p> <p>Director of Development &amp; Neighborhood Services (DNS)</p> <p>_____</p> <p>Denise Malone, AICP, Director DNS</p>
<p><b>Approved By:</b></p> <p><b>City Manager</b></p> <p>_____</p> <p>Andrea McCue</p>	<p>Public Notice:</p> <p><input checked="" type="checkbox"/> Required                      <input type="checkbox"/> Not Required</p> <p>Date: 1/25/24, 2/22/24, 3/7/24</p> <p>Paper: Lake Worth Herald</p> <p>Mailing</p> <p><input type="checkbox"/> Required                                      <input checked="" type="checkbox"/> Not Required</p> <p>Notice Distance:</p>

<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Location Map</li> <li>• Ordinance 2024-01</li> <li>• Existing and Proposed Land Use Maps</li> </ul>	<p><b>City Council Action:</b></p> <p><input checked="" type="checkbox"/> <b>Approval</b></p> <p><input type="checkbox"/> <b>Approve with conditions</b></p> <p><input type="checkbox"/> <b>Denial</b></p> <p><input type="checkbox"/> <b>Continued to:</b> _____</p>
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**I. Executive Summary**

The proposed comprehensive land use amendment (CPA-24-03) involves two parcels, totaling approximately 8.7 acres, recently annexed into the City boundary through voluntary annexation (ANX-24-03). The City purchased two (2) of the properties on November 18, 2022, which are directly adjacent to City Hall and will allow for the expansion of the existing site in the future to address future demands of the City. In addition, the City contacted the Lake Worth Drainage District (LWDD) who gave consent to voluntarily annex the adjacent Right of Way which is adjacent to the City’s properties and extends east along the canal 14 right-of-way to Haverhill Road.

The two (2) parcels have a Palm Beach County (PBC) Land Use designation of LR-1, Low Residential, 1 unit per acre and a Palm Beach County Zoning designation of Agricultural (AR). This application is a request for a small-scale Future Land Use Amendment for the parcels from PBC LR-1, Low Residential, 1 unit per acre) to City Public Institutional (PI). The city is required to apply city land use and zoning designations for properties annexed into the city boundary within two (2) years of annexation.

**II. Site Data**

<b>Existing Use:</b>	Two single-family home with accessory buildings and a vacant LWDD maintenance parcel
<b>Proposed Use:</b>	City Government services and drainage maintenance
<b>Parcel Control Numbers:</b>	00-42-44-26-00-000-7100; 00-42-44-26-00-000-7040;
<b>Parcel Size:</b>	8.7 acres
<b>Existing Future Land Use Designation:</b>	PBC LR-1, Low Residential, 1 unit per acre
<b>Proposed Future Land Use Designation:</b>	City Public Institutional (PI)
<b>Existing Zoning District:</b>	PBC Agricultural Residential (AR)
<b>Proposed Zoning District:</b>	Government Use (GU)

<b>Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:</b>			
<b>Direction</b>	<b>Existing Land Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
<i>North</i>	Harvest Pines Residential Development	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>South</i>	Nautica Isles	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>East</i>	Unincorporated Residential development	PBC Residential Low 1 (PBC LR-1)	PBC Agricultural Use (City AR)
<i>West</i>	Greenacres City Hall	Public Institutional (City PI)	City Government Use (City GU)



### **III. Annexation/Zoning History**

This collection of properties, currently part of unincorporated Palm Beach County, encompasses multiple parcels totaling 8.7 acres. These parcels include both developed lands, featuring single-family homes, and are all situated within the designated Future Annexation Area of the City, forming part of several Palm Beach County enclaves adjacent to the City's limits.

The first City-owned parcel, located at 4901 South 56<sup>th</sup> Terrace, is developed with a 4,356 square foot single family home including a 936 square foot detached garage. The second parcel, located at 4977 South 56<sup>th</sup> Terrace, is developed with a 3,329 square foot single-family home with a 725 square foot detached garage. The parcels are accessed via S. 56<sup>th</sup> Terrace that is an access easement across the rear properties of three single-family lots with frontage on Misty Pines Trail in unincorporated PBC. The two (2) properties are directly adjacent to the existing Greenacres City Hall.

The parcels have a Palm Beach County (PBC) Land Use designation of LR-1, Low Residential, 1 unit per acre and a Palm Beach County Zoning designation of Agricultural (AR). This application is a request for a small-scale Future Land Use Amendment for the parcels from PBC LR-1, Low Residential, 1 unit per acre to City Public Institutional (PI). Future planning applications for this parcel, including a Zoning Change or Rezoning (ZC-24-03), will be considered and processed concurrent with the Annexation (ANX-23-03) of the parcel.

### **IV. Data and Analysis**

Background:

This small-scale future land use amendment is needed in order to replace the existing Palm Beach County (PBC) LR-1, Low Residential, 1 unit per acre future land use designation with an appropriate City designation of Public Institutional (PI).

### **LEVEL OF SERVICE ANALYSIS**

A Level of Service (LOS) analysis is required to address the potential impact of a land use amendment on public services and facilities. The future-land use amendment has been analyzed relative to the provision of adequate urban services. All service providers have confirmed that there will be adequate capacity available for traffic, water, sewer, solid waste, drainage, police, fire, schools, and recreation services.

The proposed City of Greenacres Public Institutional (PI) future land use designation allows a maximum FAR of 0.10 to 0.35, whereas the County allows a density of one (1) unit per acres for residential uses.

The maximum lot coverage for all buildings in the city's government use (GU) district shall be subject to staff review and determination on the basis of good planning and design and published safety standards. The maximum FAR shall not exceed a range from 0.10 to 0.35, with the actual maximum FAR for a particular property to be determined during the site plan approval process on the basis of compatibility with adjacent land uses, service capacity availability, current and future traffic capacity (Year 2020, etc. MPO Model) and safety.

### **POTENTIAL IMPACTS UNDER EXISTING LAND USE**

Table 2: Palm Beach County Development Potential				
Land Use	Area	Max Density	Density Bonus	Max Potential Units
PBC LR-1	8.7 acres	1 dui	TDR +3 dui	34 units
Maximum Development Potential				34 units
Average Daily Trips (51 units X 10 avg daily trips) (ITE code 210)				340 ADT

**POTENTIAL IMPACTS UNDER PROPOSED LAND USE**

Table 3: Greenacres Development Potential				
Land Use	Area	Lot Coverage	FAR	Max Potential
COG PI	12.8627 acres	NA	.1 (min)	56,029
			0.35 (max)	196,104 square feet
Maximum Development Potential				196,104 square feet
Average Daily Trips ((196,104/1000)*22.59) (ITE Code 730)				4,429 ADT

As the above intensity/density analysis demonstrates, the proposed PI land use designation will be more than the maximum density of the County LR-1 designations if the entire site was developed at the maximum development potential of .1 FAR but allows for the City to extend services to residents. The ITE Code utilized was for government offices as the maximum development potential for the site, but more than likely portions of the site will be utilized to be Emergency Operations offices and open spaces to meet existing level of service demands.

The proposed (PI) future land use designation for the site is consistent with the existing development pattern in the area and appropriate at this time.

**[Remainder of this page intentionally left blank.]**

**Table 4: Public Facilities Impacts Table – CPA-24-01 PBC Utility Site**

Public Facility	Demand- Existing FLU Max Development Potential (see Table 2)	Demand Proposed FLU Max Development Potential (see Table 3)	Change	Available Public Facilities to meet LOS for increased demand
Roadways	34 x 10 ADT/du = 340 ADT	0 units= 0 ADT	Remove 340 trips	YES
Recreation*	34 units x 3 persons/du= 102 persons	0 units = 0 persons	Remove 102 net persons demand	YES
Potable Water*	102 persons x 126 gal/person/day = 19,278 gal/day	0 persons x 126 gal/person/day = 0 gal/day	Remove 19,278 net gallons per day	YES
Sanitary Sewer*	102 persons x 85 gal/person/day = 13,005 gal/day	0 persons x 85 gal/person/day = 0 gal/day	Remove 13,005 net gallons per day	YES
Drainage	Requirements are the same regardless of land use or development type		None	YES
Solid Waste*	102 persons x 7.13 pounds/person/day = 1090.9 lbs./day	0 persons x 7.13 pounds/person/day = 0 lbs./day	Remove 1090.9 net pounds (lbs.) per day	YES
Mass Transit*	34 ADT x .05% transit trips/vehicle trip = 0.0255 transit trips	0 ADT x .05% transit trips/vehicle trip = 0 transit trips	Remove 0.0255 net transit trips	YES
*The level of service standards does not divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons, pounds, acres, or transit trips per person served per day that include both residential and non-residential uses.				

**Traffic**

The city prepared a basic Level of Service Traffic Evaluation for the subject property based on impacts from the Average Daily Trips (ADT). The analysis examined the traffic impacts of the current future land use designation, PBC Residential Low / 1 unit per acre (LR-1) (see Table 2), and the proposed future land-use designation, City of Greenacres Public Institutional (PI)(see Table 3), and concludes that the proposed Comprehensive Plan Map Amendment meets the City's transportation standards and is consistent with the City's Comprehensive Plan Transportation Element.

**Potable Water and Sanitary Sewer**

The property is located within the Palm Beach County Water Utilities Department (PBCWUD) service area and is developed with a lift station to support adjacent development. It is utilized to meet the required level of service for adjacent development.

Based on the City’s current Comprehensive Plan, the permitted capacity for all plants owned and operated by PBCWUD in 2008 is 87 million gallons daily (MGD) average and 129 MGD maximum per Permit #50-00135. Currently, PBCWUD has a total potable water capacity of 129 MGD with approximately 74 MGD committed and in use, which leaves 13 MGD of extra capacity available. The adopted level of service for Potable Water is 126 gallons per capita per day. The PBCWUD does not use level of service standards that divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons per person served per day that include both residential and non-residential uses. The proposed land use designation is non-residential; therefore, the land use amendment will remove the potential demand from the property.

The City of Greenacres is within the PBC Central Region and is served by the East Central Region Wastewater Treatment Plant (ECR), which is operated by the City of West Palm Beach. The projected

sewage generation for the Central and Southern Regions of Palm Beach County service areas will be less than the available capacity of 44.0 MGD outlined in the County's Comprehensive Plan. All County projections account for the current and future residents of the City of Greenacres. The existing Level of Service of the PBCWUD system is 85 gallons of wastewater produced and treated per capita per day as outlined in Palm Beach County's Comprehensive Plan. This level of service adopted by Palm Beach County will be the same for the City of Greenacres since it is served by PBCWUD. The PBCWUD does not use level of service standards that divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons per person served per day that include both residential and non-residential uses. The proposed land use designation is changing from residential to non-residential use; therefore, the land use amendment will remove the potential demand from the property.

The proposed land use amendment meets the City's potable water LOS standard of 126 gallons per day per capita (GPD) and the sanitary sewer LOS Standard of 85 gallons per day per capita. The PBCWUD has shown that sufficient excess capacity exists to meet the demands of the existing development and is not impacted negatively by the proposed land use amendment.

### **Solid Waste**

The Solid Waste Authority of Palm Beach County (SWA) is the provider of solid waste disposal and recycling services for the area. Capacity is available for the coming year, five-year, and ten-year planning periods. As of September 2020, the Authority's Landfill located at the Palm Beach Renewable Energy Park has an estimated 26,926,868 cubic yards of landfill capacity remaining. The City's comprehensive plan does not use level of service standards that divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons per person served per day that include both residential and non-residential uses. The adopted level of service for Solid Waste is 7.13 pounds per capita per day. The proposed land use designation is changing from residential to non-residential use; therefore, the land use amendment will remove the potential demand from the property.

### **Drainage**

The site is located within the boundaries of the Lake Worth Drainage District (LWDD). The developed site is located within a developed shopping center and provides sewer infrastructure for the area as a lift station, which is owned and operated by Palm Beach County. The city's adopted Level of Service for drainage is Legal Positive Outfall, and per SFWMD regulations. The site is located within the boundaries of the South Florida Water Management District Intracoastal Basin C-51. Runoff will be directed to an on-site water management lake and/or exfiltration trench by means of paved or grass swales and/or inlets and storm sewer. Legal positive outfall is available via discharge to adjacent right-of-way. Requirements for drainage are the same regardless of the land use or development type.

### **Schools**

There is no residential population, therefore there will be no demand for School Capacity.

### **Recreation**

The City's Comprehensive Plan and Land Development Regulations require the evaluation of the impact on the Recreation Level of Service generated by new residents from an amendment. The current Citywide recreation and open space inventory total is approximately 137.90 acres. Based on the current population of 45,476 (BEBR 4/2023), the city exceeds the Level of Service (LOS) of 3.0 acres per 1,000 population by 1.90 acres ( $45,476 / 1,000 \times 3 = 136$ ) ( $137.90 - 136 = 1.90$ ). The proposed comprehensive plan amendment will not generate any additional residents (0 units x 2.2 Persons per household), therefore, there will not be a demand for additional acres of recreation and open space facilities.

### **Conclusion of Level of Service Analysis**

The proposed development demonstrates that there will be no adverse impacts on the adopted Level of Service (LOS) standards for sanitary sewer and potable water, solid waste, drainage, public safety, schools, recreation, and traffic. Therefore, the proposed Comprehensive Plan Map Amendment from PBC LR-1 to COG PI will not pose a negative impact on the public facilities in the area. The City has determined that adequate capacity exists for the proposed amendment.

#### ***Land Use Analysis:***

After a review of the proposed land use amendment, staff has determined that the application is consistent with the provisions of Chapter 163, FS, because it is compatible with adjacent properties, meets concurrency requirements, and is consistent with the provisions of the City's Comprehensive Plan. Specifically, these are as follows:

#### **A. *Compatibility:***

*North:* To the north of the subject site is Harvest Pines, an existing single family residential development with a future land use designation of City Residential-Low density (RS-LD) and a zoning designation of City Residential Low 3 (RL-3). The proposed PI designation will be a compatible with the existing development to the north.

*South:* To the south of the subject site is Nautica Isles, an existing single family residential development with a future land use designation of City Residential-Low density (RS-LD) and a zoning designation of City Residential Low 3 (RL-3). The proposed PI designation will be a compatible with the existing development to the north.

*East:* To the east of the parcel is Unincorporated Residential development on large residential lots that range from 2.3 to 2.6 acres with a PBC land use designation of LR-1, Low Residential, 1 unit per acre and an Agricultural Residential (AR) zoning designation. The proposed PI designation will be a compatible with the existing development to the east.

*West:* To the west of the subject parcel is the City of Greenacres City Hall site which has a Public Institutional (PI) land use designation and a Government Use (GU) zoning district. The proposed designation is identical to the adjacent land use; therefore, there will be no adverse impacts from the proposed future land use amendment.

*Conclusions:* Reviewing the adjacent existing residential and government development to the north, south, east and west shows that the proposed City Commercial future land use designation is compatible with the surrounding properties and the general residential and city services development.

#### **B. *Concurrency:***

As previously stated, this future land use amendment will provide these sites with a City future land use designation based on its annexation. Any future changes to the site will be evaluated for compliance with level of service standards by all relevant agencies as part of site and development plan approval. The applicant meets the level of service (LOS) standards for this site.

**C. Consistency with City's Comprehensive Plan:**

The proposed amendment is consistent with the Goals, Objectives and Policies of the Comprehensive Plan, specifically:

**1. Future Land Use Element**

The Advisory Future Land Use Map (Map FLU 9) recommends Residential Low Density (RS-LD) for the subject area. The City is proposing the Public Institutional (PI) Use to accommodate the development of city services on the site since it is adjacent to the existing city hall site also with a Future Land Use designation of PI.

**Objective 8, Policy c)**

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

\* \* \* (1 through 14 and 16 omitted for brevity) \* \* \*

(15) Public/Institutional Land Use – 0.10-0.35 FAR

**Objective 10, Policy e)**

The City of Greenacres shall regulate and control all future land use activities which affect the topography, materials beneath the land's surface and availability of services by implementing the following policies:

Policy e)

In reviewing future land use amendments in the City's Future Annexation Area, the City will utilize the Advisory Future Land Use Map (Map 9) as the basis for the assignment of future land use designations as well as consideration of the goals, objectives and policies contained in this Element and an analysis of the proposal's compatibility with adjacent uses in order to determine the appropriate designation.

**Objective 11, Policies a, b & c)**

The City shall discourage the proliferation of urban sprawl by following established land use patterns, promoting appropriate infill and designating future land use densities based upon levels of services and the availability of services and facilities.

Policy a)

Urban Sprawl will be discouraged by permitting only development that is consistent and compatible with the established land use pattern. "Consistent and compatible with the established land use pattern" shall mean:

- (1) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.
- (2) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.

- (3) Adequate facilities and services shall be available and concurrent to accommodate the proposed development.

Policy b)

Infill development shall be promoted within existing areas to discourage the harmful effects of leapfrog development.

Policy c)

Future timing of appropriate land use densities and intensities will be determined by the established levels of services and the availability of services and facilities to meet the established levels.

Policy d)

The City will continue to utilize the nodal system (Section VI A.1 and A.2 of the Future Land Use Element) in conjunction with Map 5 to designate Future Land Uses in activity spheres and infill corridors.

## **V. Consistency with the Treasure Coast Regional Planning Council SRPP**

The proposed future land use amendment represents a means of increasing commercial opportunities in the City through the process of infill development, rather than approving land uses which will encourage urban sprawl. This is consistent with the intent of Regional Goal 2.1, which discourages urban sprawl development patterns and Regional Goal 5.1, which states that redevelopment, revitalization and infill of existing neighborhoods and districts should be encouraged. The proposed Commercial (CM) future land use designations are consistent with the intent of Regional Goal 8.1 which states that development should take place concurrent with or after the provision of necessary infrastructure and services. As a result, the proposed future land use amendment is consistent with the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.

**VI. Consistency with Chapter 163, Florida Statutes**

The amendment is consistent with the provisions of Chapter 163.3184 and 163.3187 F.S. concerning the processing of a small-scale future land use amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

In summary, this small-scale future land use amendment to the City’s Comprehensive Plan is compatible with adjacent land uses, adequately addresses concurrency issues, and is consistent with the City’s Comprehensive Plan, the Regional Planning Council’s SRPP and Chapter 163, F.S.

**VII. Staff Recommendation**

*Approval* of CPA-24-03 through the adoption of Ordinance 2024-05.

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**LOCAL PLANNING AGENCY ACTION – February 8, 2024**

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The Local Planning Agency on a motion made by Board Member Edmundson and seconded by Board Member Hayes, voting five (5) to zero (0), *recommended approval* of **CPA-24-03**, as presented by staff.

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**CITY COUNCIL ACTION First Reading – April 15, 2024**

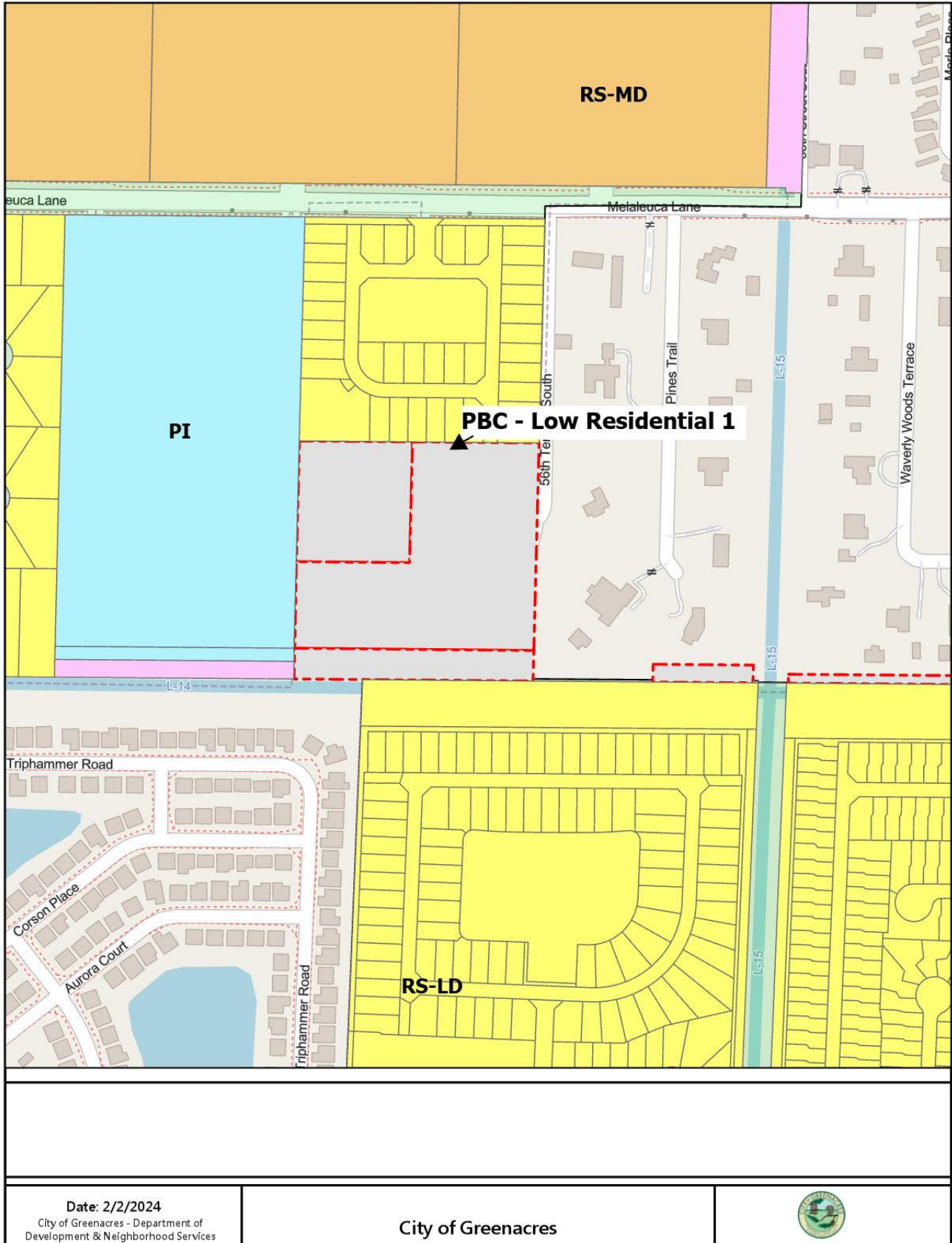
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**CITY COUNCIL ACTION Adoption Hearing**

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**ITEM SUMMARY**

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Director Development and Neighborhood Services

**SUBJECT:** **Ordinance 2024-06, ZC-24-03 Zoning Change First Reading**  
4901 and 4977 S. 56<sup>th</sup> Terr/LWDD

**BACKGROUND**

A City-initiated request for zoning change approval for approximately 12.8627 acres, located at 4901 and 4977 S. 56th Terrace and the adjacent Lake Worth Drainage District (LWDD) parcel from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU). A voluntary annexation (ANX-23-03) and a land use change (CPA-24-03) for the parcels are being processed concurrent with the petition.

The Land Development Staff has reviewed this proposal and recommended approval, followed by the Planning Commission recommending approval by a vote of 5-0 at their meeting on February 8, 2024.

**ANALYSIS**

This zoning change is needed in order to replace the existing Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU) zoning designation.

**FINANCIAL INFORMATION**

N/A

**LEGAL**

Ordinance 2024-06 was prepared in accordance with all applicable State Statutes and City Code requirements.

**STAFF RECOMMENDATION**

*Approval of ZC-24-03 through the adoption of Ordinance 2024-06.*

**ORDINANCE NO. 2024-06**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A ZONING CHANGE AND OFFICIAL ZONING MAP AMENDMENT FOR TWO (2) PARCELS OF LAND TOTALING APPROXIMATELY 8.7 ACRES, LOCATED AT 4901 AND 4977 SOUTH 56<sup>TH</sup> TERRACE FROM A PALM BEACH COUNTY AGRICULTURAL RESIDENTIAL (AR) ZONING DESIGNATION TO CITY OF GREENACRES GOVERNMENT USE (GU), AS REQUESTED BY THE DEVELOPMENT & NEIGHBORHOOD SERVICES DEPARTMENT, AGENT FOR THE OWNERS THE CITY OF GREENACRES; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Greenacres Development & Neighborhood Services Department is herein known as the "Petitioner" for the herein described property; and

**WHEREAS**, the Petitioner is requesting a rezoning of two (2) parcels of land totaling approximately 8.7 acres more or less, from a Palm Beach County zoning designation of Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU); and

**WHEREAS**, the Planning & Zoning Board of Appeals has held a duly advertised public hearing on February 8, 2024 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 February 2, 2024, as revised; and

**WHEREAS**, the City Council of the City of Greenacres has conducted a duly advertised public hearing on March 19, 2024 and has considered all comments received concerning the proposed amendment to the Official Zoning Map as required by state law and local ordinance; and

**Ordinance No. 2024-06 | City Hall Annex/LWDD**

Page No. 2

**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 February 2, 2024, as revised (attached), the proposed amendment changing the zoning district of two (2) parcels of land totaling approximately 8.7 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU); 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. Recitals.** The foregoing recitals are incorporated into this Ordinance as true and correct findings of the City Council of the City of Greenacres.

**Section 2. Zoning Change and Zoning Map Amendment.**

The request by the Petitioner to change the zoning designation for two (2) parcels of land totaling approximately 8.7 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU), is hereby granted for the property located at 4901 and 4977 S. 56th Terrace, legally described as follows:

**Legal Description**

**PCN: 00-42-44-26-00-000-7100**

A Parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

**Ordinance No. 2024-06 | City Hall Annex/LWDD**

Page No. 3

The West 320.0 feet of the North 3450.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 east, Palm Beach County, Florida.

Subject to an easement for ingress and egress over the North 20.0 feet of the East 348.6 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

**PCN: 00-42-44-26-00-000-7040**

The SW ¼ of the SE ¼ of the W ¼ of Section 26, Township 44 South, Range 42 East Palm Beach County, Florida.

Less a parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

The West 320.0 feet of the North 340.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

Also, Less the South 86 feet thereof, conveyed to the Lake Worth Drainage District in Deed Book 113, Page 25, Public Records of Palm Beach County, Florida.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 8.7 ACRES MORE OR LESS.

**Section 3. Authorization to Make Changes.**

That the Planning, GIS, and Engineering Division 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**

The provisions of this Ordinance shall become effective consistent with the effective date of Ordinance No. 2024-05, which is the companion small scale comprehensive plan amendment ordinance (changing the Future Land Use designation for the property).

Passed on the first reading this 15<sup>th</sup> day of April, 2024.

PASSED AND ADOPTED on the second reading this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Chuck Shaw**, Mayor

\_\_\_\_\_  
*Voted:*  
**Judith Dugo**, *Deputy Mayor*

**Attest:**

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

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

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

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney



ZC-24-03  
Exhibit "A"  
Date: February 2, 2024

Revised: 02/08/2024



**DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION**

**Subject/Agenda Item:**

**Ordinance 2024-06: ZC-24-03 4901 and 4977 S. 56<sup>th</sup> Terr. (City Hall Annex)**

**Recommendation to City Council:** A City-initiated request for a Zoning Change approval for two (2) parcels totaling approximately 8.7 acres, located at 4901 and 4977 S. 56th Terrace from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU).

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p><b>Originating Department: Planning &amp; Engineering</b></p> <p>Project Manager</p> <p>_____</p> <p>Gionni Gallier, Senior Planner</p>	<p><b>Reviewed By:</b></p> <p>Director of Development &amp; Neighborhood Services (DNS)</p> <p>_____</p> <p>Denise Malone, AICP, Director DNS</p>
<p><b>Approved By:</b></p> <p>City Manager</p> <p>_____</p> <p>Andrea McCue</p>	<p>Public Notice:</p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p>Dates: 1/25/24, 2/22/24, 3/7/24</p> <p>Paper: Lake Worth Herald</p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p>Notice Distance: _ 300'</p>

<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Ordinance 2024-06</li> <li>• Aerial Map</li> <li>• Existing and Proposed Zoning Map</li> </ul>	<p><b>City Council Action:</b></p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Approve with conditions</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> Continued to: _____</p>
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**I. Executive Summary**

A City initiated request for zoning change from PBC Agricultural Residential (AR) to City Government Use (GU). The subject property is being concurrently annexed into the City (ANX-23-03) through Ordinance 2023-18 and a small-scale future land use amendment (CPA-24-03).

**II. Site Data:**

**Existing Use:** Two single-family home with accessory buildings

**Proposed Use:** City Government services

**Parcel Control Numbers:** 00-42-44-26-00-000-7100; 00-42-44-26-00-000-7040;

**Parcel Size:** 8.7 acres

**Existing Future Land Use Designation:** PBC LR-1, Low Residential, 1 unit per acre

**Proposed Future Land Use Designation:** City Public Institutional (PI)

**Existing Zoning District:** PBC Agricultural Residential (AR)

**Proposed Zoning District:** Government Use (GU)

<b>Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:</b>			
<b>Direction</b>	<b>Existing Land Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
<i>North</i>	Harvest Pines Residential Development	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>South</i>	Nautica Isles	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>East</i>	Unincorporated Residential development	PBC Residential Low 1 (PBC LR-1)	PBC Agricultural Use (City AR)
<i>West</i>	Greenacres City Hall	Public Institutional (City PI)	City Government Use (City GU)

**III. Annexation/Zoning History:**

The proposed Zoning Change or Rezoning (ZC-24-03) involves two parcels, totaling approximately 8.7 acres, recently annexed into the City boundary through voluntary annexation (ANX-24-03). The City purchased two (2) of the properties on November 18, 2022, which are directly adjacent to City Hall and will allow for the expansion of the existing site in the future to address future demands of the City. In addition, the City contacted the Lake Worth Drainage District (LWDD) who gave consent to voluntarily annex the adjacent Right of Way which is adjacent to the City’s properties and extends east along the canal 14 right-of-way to Haverhill Road.

The first City-owned parcel, located at 4901 South 56<sup>th</sup> Terrace, is developed with a 4,356 square foot single family home including a 936 square foot detached garage. The second parcel, located at 4977 South 56<sup>th</sup> Terrace, is developed with a 3,329 square foot single-family home with a 725 square foot detached garage. The parcels are accessed via S. 56th Terrace that is an access easement across the rear properties of three

single-family lots with frontage on Misty Pines Trail in unincorporated PBC. The two (2) properties are directly adjacent to the existing Greenacres City Hall.

The parcels have a Palm Beach County (PBC) Land Use designation of LR-1, Low Residential, 1 unit per acre and a PBC zoning designation of Agricultural Residential (AR). This application is a request for a zoning change from PBC Agricultural Residential (AR) to COG Government Use (GU). Future planning applications for this parcel, including a small-scale Future Land Use Map Amendment (CPA-24-03), will be considered and processed concurrent with the Annexation (ANX-23-03) of the parcel.

#### **IV. Applicable Comprehensive Plan Provisions:**

The Comprehensive Plan includes the following planning objectives and policies related to this proposed zoning change request:

##### **1. Future Land Use Element**

###### **Objective 8, Policy c)**

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

*\* \* \* (1 through 14 and 16 omitted for brevity) \* \* \**

(15) Public/Institutional Land Use – 0.10-0.35 FAR

###### **Objective 11, Policies a, b, & c)**

The City shall discourage the proliferation of urban sprawl by following established land use patterns, promoting appropriate infill and designating future land use densities based upon levels of services and the availability of services and facilities.

###### Policy a)

Urban Sprawl will be discouraged by permitting only development that is consistent and compatible with the established land use pattern. “Consistent and compatible with the established land use pattern” shall mean:

- (1) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.
- (2) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.
- (3) Adequate facilities and services shall be available and concurrent to accommodate the proposed development.

###### Policy b)

Infill development shall be promoted within existing areas to discourage the harmful effects of leapfrog development.

###### Policy c)

Future timing of appropriate land use densities and intensities will be determined by the established levels of services and the availability of services and facilities to meet the established levels.

## **V. Applicable City Code Provisions:**

Section 16-153(a)(1) of the Code relating to rezoning of property states that the proposed zoning change should not be contrary to the future land use map, and it should not have an adverse effect on the Comprehensive Plan.

### **Division 12. Government Use (GU) (Section 16-525 through 16-536)**

The government use (GU) district is intended to provide a district essentially for mapping purposes which will identify real property presently owned and used by any governmental entity, including local, state or federal government units. This district is not intended to be applied to land that is used by governmental entities on an easement or leased basis if title to the land is in private ownership. It is not the intent to classify all lands owned by government into this district but only those lands particularly and peculiarly related to the public welfare.

## **VI. Staff Analysis:**

### ***Land Development Staff Comments:***

The petition was informally reviewed by the Development Review Committee (DRC).

Planning and Engineering:	Incorporated into report
Building:	No objections
Public Works:	No objections
Fire Rescue:	No objections
PBSO District #16:	No objections

### ***Change Criteria and Findings of Fact:***

Section 16-153. Planning and Development Commission Report: The Planning, Zoning and Appeals Board shall submit a report to the City Council which shows that the Commission has studied and considered the proposed amendment for rezoning of property and change to the official zoning map in relation to the following, where applicable:

### ***Specific Criteria Findings:***

- (1) Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the Comprehensive Plan.**

***Finding:*** The proposed Government Use (GU) zoning district will be consistent with the property's proposed Public Institutional (PI) future land use designation. The GU district is intended for real property presently owned and used by any governmental entity, including local, state or federal government units and those lands related to the public welfare; permitted uses and special

exceptions within this designation require land areas and locations convenient to automotive traffic and accessible by the population. The zoning designation allows for a large range of government uses in support of the Goals, Objectives, and Policies of the Comprehensive Plan directing the city to provide support services for city residents.

**(2) The existing land use pattern.**

*Finding:* The proposed Government Uses (GU) zoning designation is consistent with the existing land use pattern in the area. The Government Use designation and uses which surround the site to the east, north, and south are within a residential area that provides a location for servicing the adjacent residential community. The proposed zoning designation is consistent with the adjacent property located within the City of Greenacres to the west and compatible with the character of the parcels to the west, north and south with Palm Beach County and Greenacres residential zoning designations.

**(3) The possible creation of an isolated district unrelated to adjacent and nearby districts.**

*Finding:* This proposed zoning change will not create an isolated zoning district. The parcels are located adjacent to the existing Greenacres city hall site with the same land use and zoning designation.

**(4) The population density pattern and possible increase or overtaxing of the land on public facilities such as schools, utilities, etc.**

*Finding:* The site will not be developed and require an increase in services. It will be set aside to provide opportunities to meet level of service demands in the community by the City of Greenacres.

**(5) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

*Finding:* The properties were previously annexed into the City and therefore require an appropriate City zoning designation.

**(6) Whether changed or changing conditions make the passage of the proposed amendment necessary.**

*Finding:* The properties are being concurrently annexed into the City and therefore requires an appropriate City zoning designation.

**(7) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

*Finding:* The proposed change will provide opportunities for meeting the city's level of service demands on city-owned properties, thus traffic and public safety will not be negatively impacted. Furthermore, any redevelopment must satisfy Traffic Performance Standards as part of the site plan approval process, including government uses.

**(8) Whether the proposed change will adversely influence living conditions in the neighborhood.**

**Finding:** The proposed zoning change will not adversely affect living conditions in the area. The parcel is currently developed and is expected to continue in the current use until the city determines future development needs; any future projects will be required to include adequate landscaping, setbacks, and buffering in accordance with the City Zoning Code.

**(9) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.**

**Finding:** The property was previously annexed into the City and therefore require an appropriate City zoning designation.

**(10) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

**Finding:** As evidenced by the findings above, the proposed zoning change does not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the property’s proposed future land use, the surrounding zoning designations.

**VII. Staff Recommendation:**

*Approval* of ZC-24-03 through the adoption of Ordinance 2024-06.

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**PLANNING COMMISSION RECOMMENDATION - February 8, 2024**

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The Planning and Zoning Board of Appeals on a motion made by Board Member Edmundson and seconded by Board Member Fitzgerald, voting five (5) to zero (0), *recommended approval* of Zoning Change **ZC-24-03**, as presented by staff.

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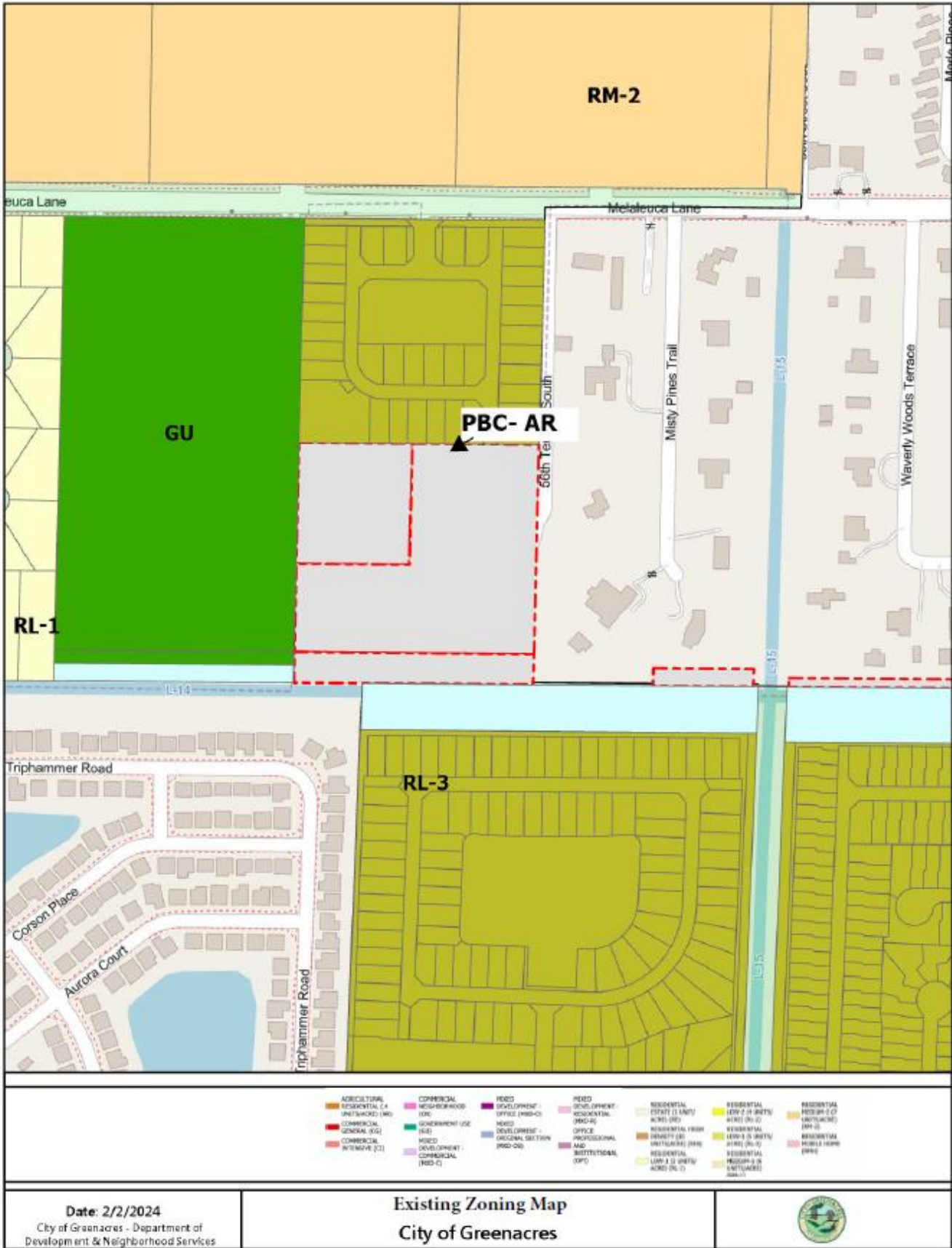
**CITY COUNCIL ACTION First Reading April 15, 2024**

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**CITY COUNCIL ACTION Adoption Hearing**

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<p>AGRICULTURAL (A)</p> <p>RESIDENTIAL E+ (RESIDENTIAL E+)</p> <p>COMMERCIAL GENERAL (CG)</p> <p>COMMERCIAL INTENSIVE (CI)</p>	<p>COMMERCIAL NEIGHBORHOOD (CN)</p> <p>GOVERNMENT USE (GU)</p> <p>MIXED DEVELOPMENT - COMMERCIAL (MDC-C)</p>	<p>MIXED DEVELOPMENT - OFFICE (MDO-C)</p> <p>MIXED DEVELOPMENT - RESIDENTIAL (MDO-R)</p> <p>MIXED DEVELOPMENT - OFFICE, PROFESSIONAL AND INSTITUTIONAL (MDO-P)</p>	<p>MIXED DEVELOPMENT - RESIDENTIAL (MDO-R)</p> <p>RESIDENTIAL E+ (RESIDENTIAL E+)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p>	<p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p>	<p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p> <p>RESIDENTIAL E (RESIDENTIAL E)</p>
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## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Development & Neighborhood Services Director

**SUBJECT:** **Ordinance 2024-12, ZTA-24-04**  
Temporary Use Permit

### BACKGROUND

The City Code of Ordinances, Chapter 16, Division VI, Sections 16-718 and 16-719 define and prescribe the Temporary Use permitting process and allowed uses for temporary uses/events. The Development and Neighborhood Services Department processes Temporary Use Permits. Currently when an event is proposed within City Parks the Community and Recreation Services Department requires a Facility Rental Use permit and the Department of Neighborhood Services processes a Temporary Use permit pursuant to the Code. This process becomes redundant, and staff is seeking to streamline the Temporary Use Permit process for activities within City Parks.

### ANALYSIS

The proposed ordinance would amend code sections 16-718 and 16-719 to update outdated references to City departments and to streamline the application process for the rental of pavilions and fields within City parks. The proposed ordinance exempts such pavilion and field rental applications from the requirement to obtain a temporary use permit and allows such applications to be processed and approved by the director of community and recreation services or designee. Additionally, to ensure the safe usage of City parks, the proposed ordinance reduces the number of attendees for such rentals from 200 persons to 125 persons.

### FINANCIAL INFORMATION

N/A

### LEGAL

Ordinance 2024-12 was prepared in accordance with all applicable state statutes and City Code Requirements.

### STAFF RECOMMENDATION

*Approval of ZTA-24-04 through the adoption of Ordinance 2024-12.*

**ORDINANCE NO. 2024-12**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 6, TEMPORARY USES, SECTION 16-718, PERMIT REQUIRED, AND SECTION 16-719, PROCEDURES IN SECURING PERMIT; CREATING SECTION 16-722; REPLACING OUTDATED NAMES OF CITY DEPARTMENTS AND COMMITTEES; REVISING THE APPLICATION PROCESS FOR THE RENTAL OF PARK PAVILIONS AND FIELDS; REDUCING THE MAXIMUM OCCUPANCY FOR CERTAIN EVENTS ON CITY PROPERTY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN CODE, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Greenacres City Council, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its Land Development Regulations (Zoning Code); and

**WHEREAS**, in general, sections 16-718 and 16-719 define and prescribe the permitting process and allowed uses for temporary events; and

**WHEREAS**, it is the desire of the City Council to amend such process; and

**WHEREAS**, it is the desire of the City Council to amend such allowed uses, with respect to City property; and

**WHEREAS**, from time to time, the City receives requests for the rental of pavilions or fields within City parks; and

**WHEREAS**, it is the desire of the City Council to simplify the application process for the rental of pavilions and fields within City parks, by exempting them from the requirement to obtain a temporary use permit and creating a new application process; and

**WHEREAS**, the City Council has determined that reducing the maximum occupancy for events associated with such rentals is necessary to ensure safe usage; and

**WHEREAS**, sections 16-718 and 16-719 also contain outdated committee and

department names and it is the desire of the City Council to amend those sections to reflect current committee and department names; and

**WHEREAS**, the Planning and Zoning Board of Appeals reviewed this Ordinance and recommended approval of the same; and

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

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

**Section 1.** Chapter 16, Article IV, Section 16-718, is hereby amended as follows:

**Sec. 16-718. Permit required.**

Certain other temporary uses shall require permits as shown in Table 16-718:

Table 16-718						
Temporary Event and Use Permit Matrix	Permit	<u>LDS Development Review Committee (DRC) Review</u>	Review Dept.	Duration <sup>1</sup>	Permits/Year <sup>2</sup>	
<b>Temporary Events:</b>						
Private Property	Temp. Retail Sales (fireworks, X-mas trees, pumpkins, furniture, rugs, hot dogs, etc.) <sup>3</sup>	Y	Y	<u>LDS DRC</u>	30 Days	2/year/use
	Special events, Carnivals, Fairs	Y	Y	<u>LDS DRC</u>	7 Days <sup>4</sup>	2/year/use
City Property	Private Party/Picnic <sup>5,6,7</sup>	N	N	<u>Leisure Services Community &amp; Recreation Services Dept.</u>	1-Day	N/A

	Parades, Privately Sponsored	Y	Y	<u>LDS DRC</u>	1-Day	N/A
	City- sponsored Events <sup>6</sup>	Y	Y	<u>LDS</u>	3-Days	N/A
<b>Temporary Facilities:</b> (Outdoor Storage, Construction, and Sales Trailers)		Y	Y	<u>LDS DRC</u>	30 Days <sup>8</sup>	1 extension
<b>Temporary Signs/Banners/Balloons<sup>9</sup></b>		Y	N	<u>Planning Development and Neighborhood Services Dept.</u>	See Note 9	See Note 9
<b>Notes:</b>						
1. Duration is defined as consecutive calendar days.						
2. Each permit or extension requires a separate payment.						
3. Does not include car sales. Permanent, continuing vehicle sales are allowed only on properties possessing valid zoning and site plan approval. This activity is contrary to the requirements of section 16-716 which state that temporary uses shall not create impacts, incompatibilities, excessive traffic, or nuisances. Vehicle sales would create traffic impacts caused by the test driving of vehicles by prospective buyers. Incompatibilities of permanent vehicle sales operations are minimized and buffered through the site plan approval process.						
4. Special events for approved tourist attractions may have a duration determined by the scale of the event.						
5. Bounce houses and similar devices may be permitted as part of a birthday party/picnic so long as the applicant rents the pavilion for that day, and provides <del>Leisure Services</del> <u>CRS</u> with proof of insurance (\$1,000,000 minimum) prior to event. Maximum occupancy for these events is limited to no more than <del>two hundred one hundred twenty five (200 125)</del> <u>one hundred twenty five (125)</u> people)						
6. No alcohol shall be allowed within any city park without the express permission of the city council through the city manager. No vehicles shall be allowed on grassed areas and no animals are allowed within any city park unless part of a city <del>co</del> -sponsored event.						
7. <del>Pavilion rental for events accommodating more than two hundred (200) people is not permitted unless co-sponsored by the city. Rentals of park pavilions or fields do not require a temporary use permit but are subject to the application process in Section 16-722. Maximum occupancy of the rented pavilion or field shall not exceed one hundred twenty five (125) people.</del>						
8. Construction and sales trailers may be permitted for the duration of construction activities. Seasonal outdoor storage in enclosed containers located in appropriately designated areas may be approved for a duration of no more than one hundred twenty (120) days with no extensions.						
9. Temporary Signs as defined in the Code of Ordinances are regulated by <del>Section 16-994</del> <u>Chapter 16, Article VI, Sign Regulations.</u>						

**Section 2.** Chapter 16, Article IV, Section 16-719, is hereby amended as follows:

**Sec. 16-719. Procedures in securing permit.**

Temporary use permit applications for uses set out in sections 16-717 and 16-718, except for pavilion and field rentals, ~~above~~ shall be submitted to the building development and neighborhood services department. The ~~planning and engineering~~ director of development and neighborhood services or designee may grant a temporary use permit subject to suitable conditions, safeguards and stipulations, upon the advice and consent of the development review committee.

- (1) Prior to granting a temporary use permit, the ~~planning and engineering~~ director of development and neighborhood services or designee shall ensure that:
  - a. Any nuisance or hazardous feature involved is suitably separated from adjacent uses;
  - b. Excessive vehicular traffic will not be generated on minor residential streets; and
  - c. A vehicular parking problem will not be created.
- (2) All applications for temporary use permits shall contain a site plan indicating the precise area where the temporary use is to be conducted, the nature of the activities that will occur and the period of time for which the temporary use permit is requested.

**Section 3.** Chapter 16, Article IV, Section 16-722, is hereby created as follows:

**Sec. 16-722. Rental of pavilions or fields within city parks.**

Applications for the rental of park pavilions or fields shall be submitted to and processed by the community and recreation services department. In approving an application under this section, the director of community and recreation services or designee may require any conditions reasonably necessary to ensure the safe use of the city's property.

**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. 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 7. Effective Date**

The provisions of this Ordinance shall become effective immediately upon its adoption.

**[The remainder of this page intentionally left blank.]**

Passed on the first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PASSED AND ADOPTED** on the second reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Chuck Shaw**, Mayor

Voted:  
\_\_\_\_\_  
**Judith Dugo**, Deputy Mayor, *District III*

Attest:

\_\_\_\_\_  
**Quintella Moorer**, City Clerk

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

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

Voted:  
\_\_\_\_\_  
**Susy Diaz**, Council Member, *District IV*

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

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

\_\_\_\_\_  
**Glen J. Torcivia**, City Attorney



**CITY OF GREENACRES  
BOARD AND COMMITTEE SERVICE APPLICATION**

NAME: Claudia Ayala PHONE: 561-800-5015

ADDRESS: 5042 Nautica Lake Circle

CITY, STATE & ZIP: Greenacres, FL, 33463

EMAIL ADDRESS: claudiamercia.rj@gmail.com

EMPLOYER NAME: PALM BEACH ATLANTIC UNIVERSITY OCCUPATION: International student counselor

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 have a bachelor's degree in law, and I am currently enrolled in MBA(master's in Business Administration) at Palm Beach Atlantic University, where I work as international student counselor.

I have worked as a volunteer for an organization called New Hope International Ministries for over twelve years; I taught English as second language to younger people and taught singler mother how to create Jewelry to sell and have an income.

During the pandemic in 2020, I worked as volunteer at Christ Fellowship for food distribution. Serving others is something that I have done for my entire life. I see now the oppotunity to serve my community.

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
- Education Advisory Committee
- Building Board of Adjustments & Appeals
- Planning and Zoning Board of Appeals/Local Planning Agency

Applicant Signature: *Claudia Ayala* Date: 3/25/2024

Nominated By: Peter Noble





# CITY OF GREENACRES

BOARDS & COMMITTEES

Greenacres has several volunteer boards that provide an invaluable service to the operations of the City. Residents interested in serving their community through volunteer service are encouraged to complete a City Board Application.

**Building Board of Adjustments & Appeals:** A seven (7) member quasi-judicial board with two (2) alternates; hears appeals concerning the Chief Building Official's interpretations of technical building codes of the City; meets on an "as needed" basis.

**Charter Review Committee:** A nine (9) member board made of six (6) Council appointed members, one (1) local 2928 IAFF representative, and one (1) local business owner. The Committee meets on an "as needed" basis to review the City Charter and propose amendments for Council's approval.

**Planning and Zoning Board of Appeals/Local Planning Agency:** A five (5) member Advisory Board with two (2) alternates to hear, consider, and make recommendations relating to applications for annexations, zoning, site and development plans and special exceptions; meets monthly. Must be a Greenacres resident, except to obtain members with technical and professional expertise from Palm Beach County.

**Retirement Plan Board of Trustees for Public Safety Officers/Firefighters:** A five (5) member Board of Trustees: two (2) members appointed by City Council; two (2) members elected by the employees of Fire Rescue and former Public Safety Officers; and one (1) member selected by the four (4) members of the Board of Trustees. The Board oversees the Retirement Plan for the City's former officers and firefighters; meets on a quarterly basis.

**Education Advisory Committee:** A nine (9) member committee; initially five (5) members appointed for a 3-year period; four (4) members appointed for a 2 year period; one (1) Councilmember shall serve as liaison but shall have no voting power. The Committee serves to promote and provide public awareness for programs, opportunities, and initiatives of public, private and charter schools, to also recognize and promote the accomplishments of students, educators, and all schools located within the City; and to monitor school activities and report on those impacting the City as needed.

**Mayor Flores and the City Council encourage residents to participate in their local government process. For additional information regarding City boards please contact the City Clerk at (561) 642-2006.**

*A great place to live, learn, work & play!*

CLAUDIA MERCIA AYALA

(561)800-5015 — Greenacres, FL - 33463 — claudiamercia.rj@gmail.com

## PROFESSIONAL SUMMARY

- Enhanced international student satisfaction by providing personalized counseling and support services.
- Developed strong relationships with prospective students through consistent communication and outreach efforts.
- Streamlined the admission process for international students by implementing efficient procedures and documentation requirements.
- Assisted in increasing enrollment numbers by actively recruiting highly qualified international candidates.
- Guided visa regulations and immigration requirements, ensuring compliance and facilitating a smooth transition for incoming students.
- Facilitated effective communication between domestic and international students by creating opportunities for interaction and collaboration.

## PROFESSIONAL SKILLS

- Ability to Work Under Pressure
- Ability to Multitask
- Effective Time Management
- Microsoft Office
- Research Support
- Policy development
- Accountability
- Emphaty
- critical thinking,
- decision-making
- Conflict Resolutions
- Onboarding
- Computer Skills
- Leadership
- Communication Skills
- Confidence Development
- Staff training
- recruitment and selection processes, students

## WORK EXPERIENCE

**INTERNATIONAL STUDENT COUNSELOR**  
**PALM BEACH ATLANTIC UNIVERSITY -**

**West Palm Beach, FL –Present**

- Enhanced international student satisfaction by providing personalized counseling and support services.
- Developed strong relationships with prospective students through consistent communication and outreach efforts.
- Streamlined the admission process for international students by implementing efficient procedures and documentation requirements.
- Assisted in increasing enrollment numbers by actively recruiting highly qualified international candidates.
- Guided visa regulations and immigration requirements, ensuring compliance and facilitating a smooth transition for incoming students.
- Facilitated effective communication between domestic and international students by creating opportunities for interaction and collaboration.

**COMMERCIAL MANAGER**  
**Busy Bee Commercial Cleaning**

January 2020 – June 2022  
**Coral Springs**

- Managed client relationships and identified opportunities for new contracts.
- Analyze data and create reports to identify areas of business growth.
- Monitor local and federal regulations.
- Bid on new projects and negotiated contract terms.

**EDUCATION**

**Bachelor's degree: Law**

*Universiade Veiga de Almeida, Rio de Janeiro, Brazil*

Jun 2016

**MBA – master's in business administration**

*Palm Beach Atlantic University*

Current - 2024

**LANGUAGES**

- English
- Spanish
- Portuguese: Native



### CITY OF GREENACRES BOARD AND COMMITTEE SERVICE APPLICATION

NAME: MARITZA SIME PHONE: 717-405-4667

ADDRESS: 1111 OLIVE TREE CIR

CITY, STATE & ZIP: GREENACRES, FL 33413

EMAIL ADDRESS: SIMPLENQUEENZ@YAHOO.COM

EMPLOYER NAME: COSMOPOLITAN FLORIDA SERVICES OCCUPATION: PROJECT ACCOUNTANT

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.)

See Attached.

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
- Education Advisory Committee
- Building Board of Adjustments & Appeals
- Planning and Zoning Board of Appeals/Local Planning Agency

Applicant Signature:  Date: 4/1/04

Nominated By: SUSY DIAZ

April 1, 2024

Maritza Sime  
(717-405-4667)  
[simplenqueenzy@yahoo.com](mailto:simplenqueenzy@yahoo.com)

Dear Greenacres Board and Committee Team,

I am writing to express my interest in the position of Education Advisory Committee. I have 20+ years of experience in operations, including roles as a Project Accountant at Cosmopolitan Interior Florida Corp DBA Cosmopolitan Florida Service and an Office Manager/PM Admin at City View Blinds of NY Inc. and a special needs mother; I am confident that my knowledge and life experience make me an ideal candidate for the role.

- Inclusion of ESE students is overlooked; I see what's happening and I would like to be that voice.
- Develop a holistic representation of my community culture, racial and ethnic minorities, and diversity.
- Listen and understand the challenges and the changes the community needs for positive change.

I'm enthusiastic and genuinely interested in helping with the mission of the Education Advisory Committee to progress towards the goals. Please feel free to contact me to discuss my candidacy.

Thank you for your time and consideration.

Sincerely,

Maritza Sime

# MARITZA SIME

Greenacres, FL 33413 | (717) 405-4667 | simplenqueenz@yahoo.com

## Professional Summary

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Talented professional considered knowledgeable leader and dedicated problem solver. Brings 20+ years of valuable expertise to forward company objectives. Attentive to detail with experience in coordinating projects, programs and improvements.

## Skills

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- Notary Public, State of Florida
- QuickBooks,
- Textura
- Ethics-focused
- Scheduling
- MS Office
- Administrative support
- Financial Services Support
- Strategic planning
- Performance improvement
- Office administration

## Work History

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### Project Accountant / Office Administrator

05/2015 to Current

#### Cosmopolitan Interior Florida Corp – Miami, FL

- Produce high-quality communications for internal and external use.
- Compare vendor prices and negotiated for optimal savings.
- Apply advanced administrative and analytical skills in overseeing day-to-day operational activities.
- Maintain complete documentation and records of all purchasing activities.
- Maintain open communication with customers to foster positive relations and provide updates on issues.
- Maintain open communication with customers via email, phone or in person on the field.
- Train new employees on administrative procedures, company policies and performance standards.
- Coordinate communications, financial processing, registration, recordkeeping and other administrative functions.
- Monitored all purchase requisitions and handled adjustments with vendors.

### Office Manager – PM Admin

10/2004 to 05/2015

#### City View Blinds of NY Inc – New York, NY

- Established workflow processes, monitored daily productivity and implemented modifications

to improve overall performance of personnel.

- Sourced vendors for special project needs and negotiated contracts.
- Evaluated employee records and productivity and submitted evaluation reports.
- Compared vendor prices and negotiated for optimal savings.
- Coordinated and aligned corporate and office schedules and disseminated important work information to employees.
- Oversaw office inventory activities by ordering and requisitions and stocking and shipment receiving.
- Coached new hires on company processes while managing employees to achieve maximum production.
- Coordinated special projects and managed schedules.
- Implemented project management techniques to overcome obstacles and increase team productivity.
- Optimized organizational systems for payment collections, AP/AR, deposits and recordkeeping.
- Developed standard operating procedures for all administrative employees.

## Education

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**Flushing High School** - Flushing, NY



## ITEM SUMMARY

**MEETING DATE:** April 15, 2024

**FROM:** Andrea McCue, City Manager

**SUBJECT:** Education Advisory Committee – Claudia Ayala and Maritza Sime

### BACKGROUND

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

### ANALYSIS

There are currently two (2) applications. Claudia Ayala has experience as an International Student Counselor at Florida Atlantic University and worked as a volunteer for an organization in Ministry. Maritza Sime has experience in operations, and currently has a child enrolled at Okeehelie Middle School.

### FINANCIAL INFORMATION

N/A

### LEGAL

The appointment procedure is in compliance with City Codes.

### STAFF RECOMMENDATION

Staff recommends appointing Claudia Ayala and Maritza Sime to serve as board members of the Education Advisory Committee.





# CITY OF GREENACRES

## BOARDS & COMMITTEES

Greenacres has several volunteer boards that provide an invaluable service to the operations of the City. Residents interested in serving their community through volunteer service are encouraged to complete a City Board Application.

**Building Board of Adjustments & Appeals:** A seven (7) member quasi-judicial board with two (2) alternates; hears appeals concerning the Chief Building Official's interpretations of technical building codes of the City; meets on an "as needed" basis.

**Charter Review Committee:** A nine (9) member board made of six (6) Council appointed members, one (1) local 2928 IAFF representative, and one (1) local business owner. The Committee meets on an "as needed" basis to review the City Charter and propose amendments for Council's approval.

**Planning and Zoning Board of Appeals/Local Planning Agency:** A five (5) member Advisory Board with two (2) alternates to hear, consider, and make recommendations relating to applications for annexations, zoning, site and development plans and special exceptions; meets monthly. Must be a Greenacres resident, except to obtain members with technical and professional expertise from Palm Beach County.

**Retirement Plan Board of Trustees for Public Safety Officers/Firefighters:** A five (5) member Board of Trustees: two (2) members appointed by City Council; two (2) members elected by the employees of Fire Rescue and former Public Safety Officers; and one (1) member selected by the four (4) members of the Board of Trustees. The Board oversees the Retirement Plan for the City's former officers and firefighters; meets on a quarterly basis.

**Education Advisory Committee:** A nine (9) member committee; initially five (5) members appointed for a 3-year period; four (4) members appointed for a 2 year period; one (1) Councilmember shall serve as liaison but shall have no voting power. The Committee serves to promote and provide public awareness for programs, opportunities, and initiatives of public, private and charter schools, to also recognize and promote the accomplishments of students, educators, and all schools located within the City; and to monitor school activities and report on those impacting the City as needed.

**Mayor Flores and the City Council encourage residents to participate in their local government process. For additional information regarding City boards please contact the City Clerk at (561) 642-2006.**



### CITY OF GREENACRES BOARD AND COMMITTEE SERVICE APPLICATION

NAME: Cassius Johnson PHONE: 202.550.8373  
 ADDRESS: 143 Island Way  
 CITY, STATE & ZIP: Greenacres, FL 33413  
 EMAIL ADDRESS: cassiusjohnson@gmail.com  
 EMPLOYER NAME: Perceptist, LLC OCCUPATION: CEO

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 am a national education and workforce policy expert. Prior to moving to Palm Beach County, I lived in Boston, Mass  
 New York City, Washington, DC, and Austin, Texas. During that time I worked on domestic policies under the  
 Elementary and Secondary Education Act, Higher Education Opportunity Act, and the Workforce Innovation and  
 Opportunity Act. I served as Chief of Staff for a member of the Education Committee in the Texas House  
 of Representatives. At Jobs for the Future, I expanded the national organization's work on federal policy, launching a DC  
 operations in 2008 and testifying before the US Senate HELP Committee on how state and federal  
 partnership to improve high school graduation rates. I have served on numerous boards and  
 committees. I am highly proficient on meeting and governance rules and  
 proceedings. Moreover, I think there are few higher calling than to public service.  
 In that spirit, I would take this committee appointment seriously and would be honored to serve.

Do you currently hold any City office?  Yes  No

Do you own a business within the City?  Yes  No If yes, which one? Perceptist, LLC

**On which Board or Committee are you interested in serving?**

- Board of Trustees – PSO & Firefighters Retirement
- Charter Review Committee
- Education Advisory Committee
- Building Board of Adjustments & Appeals
- Planning and Zoning Board of Appeals/Local Planning Agency

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Nominated By: \_\_\_\_\_

- 202-550-8373
- cassiusjohnson@gmail.com
- West Palm Beach, Florida
- linkedin.com/in/cassius

## EXPERTISE & SKILLS

- Strategy & implementation
- Impact Measurement
- College & Career Pathways
- Education and workforce policy expert
- Business Development
- Philanthropy
- Business & financial models
- Strategic Communications and Storytelling, and Messaging
- Influence & advocacy
- Stakeholder and Community Engagement
- Knowledge & information management
- Fiscal operations
- Talent Management
- Mindfulness & self-care

## EDUCATION

### M.P.A. | Public Affairs

The University of Texas at Austin  
Austin, TX, 2002  
Barbara Jordan Scholar

### B.A. | Political Science

Texas Tech University  
Lubbock, TX, 2000  
Presidential Scholar

### A.A. | Liberal Arts

Bevill State Community College  
Hamilton, AL 1998  
International President, Phi Theta Kappa

## LEADERSHIP

- Leadership Palm Beach County Engage Class of 2023
- Most Influential Business Leaders of PBC, 2022, and 2023
- Member, Community Impact Committee, United Way of PBC
- Member, Family Promise of NPBC
- Member, Extraordinary Charities
- President, Palm Beach Public School Orchestral Strings Foundation
- Appointed Member, MA State Workforce Board. Chair, Youth Committee. 2016-2018

## CEO and Co-Founder

*Perceptist, LLC | West Palm Beach, FL (Virtual) | 2023 – Present*

- Perceptist is a management consultant services firm providing strategy development, implementation, and change management support, as well as coaching to social impact organizations and leaders across sectors.
- Providing services including board and executive strategy sessions, multi-phase strategy planning, post-strategy implementation supports, business model development, impact measurement, change management support, and innovation system designs.
- Providing management consulting services to five client types: national foundations, national and local non-profit organizations, for-profit social enterprises, and state governments.
- Exceeded first year revenue target by 15% by start of third quarter.
- Firm projects: Fractional Chief Strategy Officer role for a for-profit social enterprise; Landscape scan and strategy engagement with major national foundation; policy strategy engagement with state office focused on minority and women entrepreneurs; and board strategy support to member-based organization shifting to direct services.
- Built firm administrative and operational systems, including accounting and taxes, knowledge management, contracting accounting, and business development.

## Senior Director, Operations & Strategy

*Education Strategy Group, LLC | Chevy Chase, MD (Virtual) | 2019 – 2022*

A member of the executive team, reported directly to the President & CEO. Directed the overall operations, business development, and strategy for the \$9 million mission-based for-profit consulting services firm. Results included positioning firm for scale and strategic growth of philanthropic and fee-for-service lines of services. The firm provided support to national, state, and local government, educational institutions, businesses, and philanthropy to create education and training pathways that lead to credentials that have value in the labor market with a specific focus on low-income and communities of color.

- Strategy Development- Established five-year growth strategy to deepened field impact, build sustainable profit margins, and create stronger operations to power growth.
- Fiscal Operations- transitioned firm from part-time capacity to fully loaded external capacity for accounts payable, accounts receivable, and financial analytics. Implementation of scalable structures, tools, policies, and procedures resulted in new and accurate insights into key business drivers and critical insights into the profitability of services. This transformed the business.
- Business Development- rebuilt and managed firm business development systems. Activities and enhancements included the codification of the business development, development of tools to power client discovery, cultivation, stewardship, and monitoring. Major systems roll outs included first CRM--Salesforce. Resulted in 30% growth in year one.
- Talent Management- responsible for building team and culture including talent acquisitions, development, performance, compensation, and benefits. Immediate value-add resulted in increasing diverse hires (0% to 25% in two years); created internal routines and structures that promoted inclusive culture; designed annual performance management and bonus programs; and established parental leave.
- General Administration- provided oversight GA, including business and other taxes across multiple state and local jurisdictions, FMLA, PPP loan, insurance (including health care), contracting and contracts, compliance, and reporting (foundation and government), and other activities. A capacity support strategy resulted in securing the financial stability of the firm during the pandemic and creating a better understanding of the business model.
- Knowledge Management- designed a new file storage and collaboration structure to create much needed efficiencies, transparency, and security around critical firm data and intellectual property. Codified services to deliver, scale, and innovate more efficiently.
- Chief of Staff- managed the executive team; directed quarterly staff meetings; and general responsibilities for making connections across the firms and its multiple functional areas and portfolio units; and ensured effective and efficient executive office. Directed special projects and providing high-value strategic guidance, advice, and counsel to the President & CEO.

## **Vice President of Strategy & Policy**

*Jobs for the Future | Boston, MA | 2017 – 2019*

- Directed JFF's national convening newly rebranded as Horizons with over 800 participants, doubling sponsorship to nearly \$1 million.
- Led strategy development and the alignment of program activities—projects, initiatives, products, and services—aimed at deepening organization impact.
- Led effort to use impact framework and balanced scorecard measures across all programmatic work.
- Provided field and national thought leadership representing JFF through publication, blogs, social media, and at convenings and events nationally.
- Provided oversight of the development department responding for securing \$10-15 million dollars annually and managing over \$20 million dollars in foundation, federal, state, local, and other grants, and contracts.
- Managed and provided oversight over four program units focused on increasing education and credential attainment among low-income populations.
- Managed and provided direction for the policy and advocacy team based in Washington, DC

## **Senior Director of Public Policy & Government Affairs**

*Year Up, Inc. – National Office | Boston, MA | 2015- 2017*

- Oversaw and expanded relationships with federal, state, and local government officials.
- Worked across all organization function areas to develop new structures and processes to efficiently secure and administer public funding.
- Represented Year-Up among national coalitions and advocacy efforts aim at focusing attention on solutions for at-risk youth.
- Managed compliance of training model with federal labor standards requirements and outreach to US Department of Labor on regulatory solutions
- Maintained compliance with federal and state lobbying laws governing non-profit organizations.
- Developed national policy agenda to advance changes in education and workforce systems.
- Preserved and expanded strategic partnerships and coalition membership.
- Awarded “Build Trust, Be Honest” Core Value for national staff outstanding performance.

## **Program Officer**

*Carnegie Corporation of New York | New York City NY. | 2012 – 2015*

- Managed \$8 million grant portfolio, including key strategic grantees advancing equity in education and grantees advancing innovative designs for secondary schools and state and local education systems.
- Conducted comprehensive due diligence in order to identify strategy-aligned investments.
- Supported potential grantees through the Corporation's comprehensive proposal submission process.
- Presented grant proposals to the executive review committee.
- Traveling extensively nationally in order to monitor existing grantees, identify new grantees, and represent the Corporation.

## **Other Valuable Experience**

- **Associate Vice President, Jobs for the Future, Washington, DC**
  - Launched and expanded JFF first office outside of Boston and established its DC operations.
  - Managed JFF Washington, D.C. office operations, including budget, personnel, office lease, and funder relations.
  - Served on JFF Leadership Team and Chair of JFF Policy Committee, charged with ensuring alignment of organizational policy positions and advocacy strategies.
  - Provided oversight of education and workforce federal policy activities, building from the organization's work across the nation, through the identification and analysis of federal policy targets, development of advocacy strategies, and creation of a comprehensive policy and advocacy agenda
  - Directed government relations with Congress, the administration, and the Departments of Education and Labor
- **Director of Public Policy, College Summit, Washington, DC**
  - Directed College Summit's federal policy and advocacy activities aimed at establishing a meaningful role for postsecondary outcome data in federal secondary education laws and regulations.
  - Developed and executed research agenda that resulted in a policy brief titled *Seizing the Measurement Moment*

- **Director of Education Policy, Jobs for the Future, Boston, MA**
  - Directed federal education policy activities and managed government relations with Congress, the administration, and the Department of Education
  - Developed and maintain relationships with national organizations to build collaborative policy efforts and advance the JFF policy agenda.
  - Managed policy outreach programs aimed at educating and supporting partner organizations and informing federal policy development.
  - Coordinated high profile, high visibility events and communications opportunities to build public and political awareness of the JFF policy agenda.
  - Supported JFF network of local leaders to develop and implement strategies for leveraging federal and state resources for education and career pathways for disadvantaged youth.
  - Served on USAID that provided recommendations on training opportunities for disconnected youth in Grenada, St. Lucia, St. Kitts, Nevis, and Antigua
- **Project Manager—State and Federal Policy Analyst, Jobs for the Future, Boston, MA**
  - Served on quality review team for Boston Public Schools, assessing the performance of Boston community based alternative schools
  - Supported Congressional staff in writing the *Graduation Promise Act of 2007* with colleagues from the Alliance for Excellent Education, the Center for American Progress, and the National Council of La Raza
  - Translated JFF's extensive district-based work on struggling students and out-of-school youth into comprehensive state and federal policy frameworks and agendas.
  - Member of the Accountability Working Group, convened by the Alliance for Excellent Education, which developed cohort graduation rate legislation.
  - Co-authored *Addressing America's Dropout Challenge* that led to the development of federal legislation aimed at improving the nation's high school graduation rate.
  - Analyzed data from the National Educational Longitudinal Survey to weigh the educational persistence of dropouts; published in report entitled *Making Good on a Promise*
  - Provided policy development expertise and strategic support to Youth Transition Funder's Group policy work group.
  - Analyzed state policies and graduation rate data in Indiana, Massachusetts, and North Carolina as part of a policy initiative with partner organization Achieve, Inc.; resulted in state reports, policy memos and briefings to policymakers and business leaders in respective states.
  - Served on the Policy Working Group of the Alternative High School Initiative
  - Tracked and analyzed news and print media trends in national, federal, and state education policy.
- **Chief of Staff, Texas House of Representatives, Austin and Missouri City, TX 2004 – 2005**
  - Developed and managed a comprehensive legislative initiative on statewide alternative education reform, including reducing placements and improving educational outcomes; resulted in passage of key legislation.
  - Organized educational summit to mobilize public and political support for disciplinary reform legislative agenda.
  - Hired, trained, and supervised office personnel at district and capitol offices.
  - Directed public relations; resulted in articles and editorials in *Christian Science Monitor*, *Stateline.org*, and *Houston Chronicle*
  - Maintained strategic relationships with state and national policy organizations to inform legislative agenda: including National Black Caucus of State Legislators, National Hispanic Caucus of State Legislators, Harvard Civil Rights Project, and the American Bar Association
  - Collaborated with lobbyists and consultants to draft legislation.
  - Participated in local and community task forces and initiatives.
  - Tracked, analyzed and summarized legislation.
  - Initiated enhancements to office database and improved web-based communications
  - Reorganized district office operations to improve efficiency and enhance constituent services.
  - Coordinated community outreach and constituent relations efforts.



**CITY OF GREENACRES  
BOARD AND COMMITTEE SERVICE APPLICATION**

NAME: Todd Taylor PHONE: 561-642-2012

ADDRESS: 2829 Waters Edge Cir.

CITY, STATE & ZIP: Greenacres, FL 33413

EMAIL ADDRESS: ttaylor@greenacresfl.gov

EMPLOYER NAME: City of Greenacres OCCUPATION: Budget Manager

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.)

Education - Bachelor of Business Administration, major in  
Finance, Florida International University, Miami FL

Certification - Certified Government Finance Officer, active  
CGFO in FGFOA since 2016

Experience - 20 years experience in State and Local Government  
finance and accounting including 5 years at Palm Beach  
County Fire Rescue

Please consider my application to serve on the PSO / Firefighters  
Pension Board. Thank you

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
- Education Advisory Committee
- Building Board of Adjustments & Appeals
- Planning and Zoning Board of Appeals/Local Planning Agency

Applicant Signature: *Todd Taylor* Date: 4/9/24

Nominated By: \_\_\_\_\_



## Department Report

**MEETING DATE:** April 15, 2024  
**FROM:** Michele Thompson, Director, Community & Recreation Services  
**SUBJECT:** Community & Recreation Services Dept. – March Reports

### ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY2024 TO DATE	FY 2024 BUDGET
No. of Contracts Executed/Renewed	1	4	3
No. of Collaborative Partnerships	15	37	27
No. of Vendor/Independent Contractor Agreements	9	58	30
No. of Educational Scholarship Applications R'cd	3	3	20
No. of Community Events Coordinated	1	6	10
No. of Event Participants	6,500	26,090	36,900
No. of Little Free Libraries (LFL)* / # Replacement Units / Story Walks	0	32/2	32/2
No. of Business Sponsorships	1	15	22

### FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY2024 TO DATE	FY 2024 BUDGET
Fields/Concession Stands	52	358	900
Pavilions	46	241	500
Center Facility	50 <sup>1</sup>	328 <sup>1</sup>	900
Monthly Center Attendance	4,377	21,859	4,200

<sup>1</sup>150 Additional Free Rentals: **39** Gym: YP/BB League/Open Gym/Family Resource Fair/ Basket4Babies Fundraiser, **0** Banquet Hall, **25** Room 1: Senior Social/PBSO/SOE, **3** Room 2: Spotlighters, **13** Room 3: Senior Social, **5** Room 4: AARP/NonProfits/Els for Autism, **42** Comm. Park: PB Square Dance/Tai Chi, **21** Freedom Park: Tai Chi

**REVENUE**

<b>FACILITY RENTALS REVENUE</b>	<b>THIS PERIOD</b>	<b>FY2024 TO DATE</b>	<b>FY2024 PROJECTED</b>
Rental Revenue Generated	\$12,942.00	\$87,828.45	\$170,000

**ATHLETICS**

<b>YOUTH ATHLETICS</b>	<b>THIS PERIOD</b>	<b>FY2024 TO DATE</b>	<b>FY2024 PROJECTED</b>
FY24 Co-ed Fall Soccer (10/6/23-12/8/23) • Registration Period 7/31/23 – 10/6/23	-	229	200
FY24 Co-ed Spring Soccer (3/4/24-5/17/24) • Registration Period 1/8/24 – 3/1/24	118	296	260
FY24 Co-ed Winter Basketball (12/4/23-3/8/24) • Registration Period 9/5/23 – 11/2/23	-	150	160
FY24 Spring Skill Development Basketball Program (Monthly Attendance) – Cancelled Program	-	-	340
Co-ed Summer Basketball Skills Camp	-	-	40

**Athletic Sponsors: Renaissance Charter School, Greenacres Nissan, Eastern Freight Forwarders & Carbon Health**

**COMMUNITY SERVICES**

<b>CROS MINISTRIES FOOD PANTRY DATES</b>	<b>NO. OF HOUSEHOLDS</b>	<b>NO. OF INDIVIDUALS</b>
February 8 <sup>th</sup> & 22 <sup>nd</sup>	51/123	44/104
March 14 <sup>th</sup> & 28 <sup>th</sup>	46/105	49/114
TOTAL YTD	531	729

**SENIOR PROGRAMS**

<b>SENIOR SOCIAL</b>	<b>SPONSORS</b>	<b>NO. OF PARTICIPANTS YTD</b>
Meal Program; Dances; Games/Bingo; Special Events Mon. - Fri. (5 x 27)	Alzheimer's Assoc.; YP-TOP; Zumba; YMCA; BCBS; LOWV's; Wellington Reg.; Firebush; Sr. Dedicated Med.; Devoted; Trustbridge; Premier Family Health; Humana; HealthSun; Big Smiles	1,042



## FY24 EVENTS &amp; SPONSORSHIPS

EVENTS	SPONSORS/PARTNERS	FY2024 EXPENSE	FY2024 ACTUAL	FY2024 ATTENDEES
Trunk or Treat	PBSO	N/A	N/A	1,100
NNOAC	PBSO	\$3,131	\$1,835	1,200
Holiday in the Park (12/9/23)	\$13,500: WM; Nissan; Florida Blue; Wellington Renaissance Charter; Sunshine Health; Ambetter; Steinger/Green/Feiner; Forest Hill Orthodontics; Rosenthal/Levy/Simon/Sosa, Glasser, PBSO, FR	\$35,171	\$14,871	5,500
Fiesta de Pueblo (1/6/24)	Co-Sponsored by Fiesta de Pueblo, Inc.	\$4,317	\$5,781	11,500
Artzy Eve. at City Hall (1/27/24)	\$1,000: Waste Management; Greenacres Nissan; The Glasser Family	\$15,611	\$8,126	250
Daddy Daughter Dance (2/10/24)	\$500: Waste Management; The Glasser Family	\$6,662	\$5,644	122
Egg'stravaganza (3/30/24)	The Glasser Family; Nissan; WM; Ed's/Tapatia; FL Blue; Renaissance Charter; State Farm; Rosenthal/Levy/Simon/Sosa	\$22,594	22,594	6,500
Rock-n-Roll Sunday/FR Chili Cook-Off (5/19/24)	Coordinated w/ the Nam Knights Motorcycle Club of PBC	\$8,789		
Ignite the Night (7/4/24)		\$77,477		
<i>Back2School</i> Supply Distribution (7/27/24)		\$8,249		
Senior Health & Resource Fair				

**FY24 Event Actuals = Direct + In-direct – Event Sponsors & Revenues**

**New Holiday Tree (38'); Park & Event Lighting: \$50,000**



## Department Report

**MEETING DATE:** April 15, 2024

**FROM:** Denise Malone, AICP, Development & Neighborhood Services Director

**SUBJECT:** March 1, 2024, through March 31, 2024

## Development & Neighborhood Services Department

### Planning, GIS & Engineering Division

#### NEW CASES

##### **ZTA-24-03 Pervious Surface and Driveways**

A City-initiated request for a Zoning Text Amendment to provide updated standards for overall impervious coverage on residential lots and in front yards within residential zones, ensuring consistency with the standards governing lot coverage for residential lots, as well as limits on driveways expansions. (Scheduled for Planning and Zoning Board of Appeals on April 11, 2024 and City Council first reading tentatively May 6 or 20, 2024).

##### **ZTA-24-04 Temporary Use – City Parks**

A City-initiated request for a zoning text amendment to streamline the application process for the rental of pavilions and fields in City Parks for temporary uses. (Scheduled for Planning and Zoning Board of Appeals on April 11, 2024 and tentatively City Council first reading April 15, 2024).

##### **ZTA-24-05 Signs**

A City-initiated request for a zoning text amendment to revise the sign regulations for further clarity, additions to window signage for concealing commercial fixtures that can not be placed away from a storefront, and revisions to temporary signs including temporary noncommercial signs before an election and free standing commercial temporary signs. (Scheduled for Planning and Zoning Board of Appeals on April 11, 2024 and tentatively City Council first reading May 6, 2024).

##### **Ministries in Bethel – 3950 S. 57<sup>th</sup> Avenue**

A request by the owner for a minor Site and Development Plan amendment (SP-84-12E) to relocate parking spaces.

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## CURRENT PLANNING CASES

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### **Master Sign Plan (MSP-24-01)**

A request by the owner for a Master Sign Plan for Flagstar Bank at 6404 Lake Worth.

### **3494 S. Jog Road**

Plat application received for the site and development plan (SP-24-01) to construct a 3,000 sq. ft one story office building and a two-story townhouse building with three townhouses. Plat application received for site and development plan. (Scheduled for DRC review on March 21, 2024)

### **3067 Jog Road**

A request by the owner for a Site and Development Plan (SP-24-02) to construct a 6,000 sq ft office/retail building with a 798 sq. ft. mezzanine. (Sufficiency letter sent March 11, 2024 awaiting receipt of additional items requested)

### **3130 Perry Avenue**

A site and development plan (SP-22-03) for a vacant parcel to construct a 6241 sq. ft office space totaling 4 bays for flexible office space use. The site is located on the northeast corner of Perry Avenue and 10<sup>th</sup> Avenue South. A request by the owner for a variance (BA-23-03) request to reduce the landscape buffer on the eastern side of the site plan from 10 ft to 5 ft. (Awaiting receipt of applicant's response to DRC comments and outside agency approvals for the site plan submittal. The variance application is on hold until DRC comments are addressed for the site plan)

### **4964 Gardner Lane (Denton Nursery)**

A request for a voluntary annexation (ANX-23-02) for one parcel of land totaling 3.6 acres, including a commercial nursery and landscape service operation. (Scheduled for City Council first reading on April 15, 2024)

### **ANX-23-03 - City EOC Site – 4901 and 4977 S. 56<sup>th</sup> Terrace**

A voluntary annexation of two City owned parcels of land totaling 8.69 acres. (Scheduled for City Council second reading and adoption on April 15, 2024)

### **Astoria Towns – 6240 Dodd Road**

A request by the owner, for a Future Land Use designation change (CPA-23-04) from residential medium density and Commercial to Residential High Density, a zoning change (ZC-23-02) from residential medium density and commercial general to residential high density and site and development plan (SP-23-06) to construct 60 townhomes in a 6, 7 and 8 unit building and a variance (BA-23-07) from the minimum side setback of 20 ft. between end units and to the maximum number of 6 units per building. The site is located at 6240 Dodd Road and the vacant parcel. (Awaiting receipt of applicant's response to March 21, 2004 DRC comments).

### **Bethesda Tabernacle – 4901 Lake Worth Road**

A request by the owner for a site and development plan approval (SP-99-04C) to modify the previously approved site plan and a special exception (SE-23-01) to

develop a 28,930 square foot House of Worship and accessory uses at 4901 Lake Worth Road. (Resubmittal to DRC comments received on March 15, 2024)

**CPA-24-02 and ZC-24-02 - Gardner Lane Denton Nursery – 4964 Gardner Lane**

A City initiated request for a Future Land Use designation change from Palm Beach County LR-2 Low residential, 2 units per acre to Residential Low Density (RL-LD) to City Agricultural (AR) and a zoning designation change from PBC Agricultural Residential (AR) to City Agricultural (AR). (Scheduled City Council first reading April 15, 2024 and second reading May 6, 2024)

**CPA-24-03 and ZC-24-03 - City EOC Site – 4901 and 4977 S. 56<sup>th</sup> Terrace**

A City initiated request for a Future Land Use designation change from Palm Beach County LR-1 Low Residential, 1 unit per acre to City Public Institution (PI) and a zoning designation change from Palm Beach County Agricultural Residential (AR) to City Government Use (GU). (Scheduled City Council first reading April 15, 2024 and second reading May 6, 2024)

**Church of God 7<sup>th</sup> Day of Palm Beach – 3535 S. Jog Road**

A request by the applicant for a site plan amendment (SP-08-01C) to change the metal roof to asphalt shingle due to cost constraints. (DRC meetings April 14 and April 21, 2022. City Council on May 2, 2022. The City Council postponed until the applicant is ready for certificate of occupancy).

**Garden Square – 6645 Chickasaw Road**

A request by the owner for a site plan (SP-23-03) approval to construct 4 - five-unit townhomes and 6 - four-unit townhomes (total of 44 units). (Scheduled for DRC meeting on December 21, 2023) (Awaiting receipt of applicant's response to DRC comments and outside agency approvals for the site plan submittal).

**Iglesia Bautista Libre Emmanuel – 5083 Lake Worth Road**

A request by the property owner for a major site plan amendment (SP-22-05A) and a special exception request (SE-22-04) to allow a house of worship within an existing building located within a Commercial Intensive zoning district and a variance request (BA-22-01) to allow for a reduction in the front and rear landscape buffers. (Awaiting receipt of applicant's response to sufficiency comments).

**Interlocal Annexation 2022**

Annexation (ANX-22-02) of sixteen enclaves located on Chickasaw and Wry Road into the City through an Interlocal Agreement with Palm Beach County. (Staff anticipates initiating in the near future given progress on the City proposed Chickasaw Road Improvement).

**Murphys USA Greenacres - 6270 Forest Hill Boulevard**

A request by the owner for a Special Exception request (SE-23-05) for a proposed convenience store and gasoline service stations within the Commercial Intensive zoning district, a variance request (BA-23-08) from the required 1500 foot separation of an existing gas station and convenience store to 750 feet and a site and development plan (SP-23-07) to construct a 2,824 convenience store and gas station with 6 pumps. (Resubmittal received on February 2, 2024, DRC meeting March 21, 2024. Awaiting response to DRC comments).

**Orchid Cove – 1105 S. Jog Road**

A request by Aaron Taylor, representative of the property owner, US Nursing Group Florida, LLC, for Site Plan (SP-23-01) approval of a twelve duplex unit development on the west side of Jog Road at 1105 S Jog Road and an administrative variance request (BA-23-04) for a 5' reduction from the required rear setback and side street back. (Awaiting receipt of resubmittal).

**Pentecostal Tabernacle – 6030 Lake Worth Road**

A request by the owner for a variance (BA-23-0) to allow for a fence to be located within the front yard of the Church. (Awaiting receipt of comments from sufficiency letter sent December 18, 2023)

**Soma Medical – 3581 S. Jog Road**

A request by the owner for a site and development plan (SP-23-04) to construct a 10,357 sq.ft. medical office building. The site is located at 3581 S. Jog Road. (DRC meeting on December 21, 2023, resubmittal received on March 21, 2024 – in review).

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**SITE PLAN AMENDMENTS**


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**Youth Program Building**

A request by the owner for a Site and Development Plan amendment (SP-97-07A) to construct a two-story 15,600 sq ft building. The site is located at 501 Martin Avenue. (DRC meeting March 21, 2024. Awaiting response to DRC comments).

**Blossom Trail**

A minor site plan amendment (SP-20-03A and SP-20-03B) to revise architectural plans for the 5,6, 7, and 8 unit townhomes and the single family homes for the Ponte Vedra, Delray, Aisle and Robie Models. (Resubmittal received March 22, 20024 – In review).

**Potentia Academy Site Plan Amendment**

The petitioner is requesting a minor site plan amendment (SP-11-01D)\_to add a portable 1,269 sq. ft. classroom. The site is located at 4784 Melaleuca Lane. (Time extension granted until May 3, 2023, May 26, 2023 meeting with applicant. Awaiting receipt of remaining fees for Major Site plan amendment and applicant response).

**Trafalgar Square**

Class I site plan amendment (PCD-83-01J) to change the exterior paint colors at 6358 Forest Hill Blvd- WSS. (Awaiting applicants resubmittal in response to staff comments).

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**ZONING TEXT AMENDMENTS**


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New cases brought forward for PZBA consideration and recommendations to Council.

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**RESIDENTIAL DEVELOPMENT PROJECTS**


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**Catalina Estates**

Approved for 20 single family units. Final inspections have been completed. Ready for closeout. Approved bond in place until July 2024.

**Ranchette Road Townhomes**

Approved for 74 Townhomes. 68 Cos issued to date. Traffic Control Jurisdiction Agreement (TCJA) approved. Approved Bond in place.

**Blossom Trail (Nash Trail)**

Plat application received on July 8, 2022. Complete submittal of application received. Final engineering permit reviewed and awaiting issuance with the Plat. (Plat Revisions. Waiting on applicant to provide required revised Plat and associated documents to proceed with Council Final Plat approval.

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## NON-RESIDENTIAL DEVELOPMENT PROJECTS

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**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 as well as DNS staff. Code enforcement provided a time certain of July 19th to bring the exterior code maintenance items into compliance. (Applicant responded to Code Enforcement request for site maintenance. Active building permits. Code and Building Divisions will continue to monitor for compliance).

**Chick Fil A**

The building permit has been received. Awaiting receipt of engineering permit and outside agency permits. The site is located within the River Bridge Centre on the southwest corner of the intersection of South Jog Road and Forest Hill Boulevard.

**Mint Eco Car Wash (4840 Lake Worth Road)**

The engineering permit has been applied for. Awaiting applicant response to comments including posting bond.

**EI Car Wash (6200 Lake Worth Road)**

The engineering permit has been applied for. Awaiting applicant response to comments including posting bond.

**The Pickleball Club (FKA Palm Beach Christian Academy)**

Property is currently under contract with The Pickleball Club.

Application for the Pickleball Club was received on 11/20/2023 and is currently being reviewed. Staff has met multiple times with the applicant. The special exception and site plan was approved by City Council on February 5, 2024 and administrative variance on February 26, 2024.

### **BTR/Fire/Finance Fees Map/Database**

Map all active/inactive BTR licenses to create a citywide database that will combine to show active fees for fire inspections and BTRs. This effort attempts to provide a workaround for Fire, Finance and Business Tax to query and record all fees attached to BTRs. The goal is to use GIS as a central database that can be used in the field for fire inspections and in house by Finance staff.

### **Finance Asset Management**

Assist the Finance Department with the mapping of all major and minor assets. This effort provides spatial visualization of all assets and database for quick access. The purpose is to assist with FEMA and insurance reimbursement.

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## **TEMPORARY USE PERMITS**

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### **TU-2024-0109 – C & O Restaurant Group Inc. – 6376 Forest Hill Blvd (El Centenario) – In Process**

A request from the restaurant for “Live Entertainment Permit” for DJs/Karaoke/Live local artists for Friday and Saturdays from 9:00 pm to 1:30 am. Waiting for applicants response.

### **TU-2024-0391 – Planet Fitness Storage Containers for 6488 Lake Worth Road – In Process**

A temporary use permit request for Planet Fitness for storage containers, dumpster and restroom while interior renovations are being done (associated with building permit).

### **TU-2024-1021 – 2024 Egg’stravaganza - Approved**

A temporary use permit request from Nichole King, on behalf of the City of Greenacres - CRS Department for the 2024 Egg’stravaganza event to be held on Saturday, March 30, 2024, from 10:00 AM to 2:00 PM at the Samuel J. Ferreri Community Park, 2905 Jog Road.

### **TU-2024-1345 – 4558 Lake Worth Road – Retro Fitness Tent – In Process**

A temporary use permit request for pre-sales tent to be on-site.

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**FY 2024 Data:**


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<b>Case Approvals</b>	<b>Current Period</b>	<b>FY 2024 to Date</b>	<b>FY 2024 Budget</b>
Annexation	2	2	2
Comprehensive Plan Amendment	2	2	3
Zoning Changes	2	2	3
Special Exceptions	0	2	4
Site Plans	0	2	5
Site Plan Amendments	1	3	10
Variances	0	2	3
Zoning Text Amendments	2	4	3

<b>Inspection Type</b>	<b>Current Period</b>	<b>FY 2024 to Date</b>	<b>FY 2024 Budget</b>
Landscaping	5	23	80
Zoning	0	11	45
Engineering	3	19	75



## Building Division

### Building Department Report (March 1, 2024 – March 31, 2024)

#### 1) ADMINISTRATION:

- a) Researched and completed Ninety-Eight (98) lien searches providing open and/or expired permit information.
- b) Researched and completed twenty-six (26) records requests for historical permits.

#### 2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2024
New Applications Received / Permits Created	211	1,181
Applications Approved	124	703
Applications Canceled	9	38
Applications Denied	7	14
Applications Reopened	0	12
Permits Issued	199	1,070
Permits Completed	205	973
Permits Canceled	12	45
Permits Reopened	101	250
Permits Expired	37	248
Inspections Performed	404	2,512
Construction Value of Permits Issued	\$2,102,207.10	\$11,333,006
Construction Reinspection Fees	\$350.00	\$3,200
Extension/Renewal Fees	\$2,857.27	\$16,395.79
CO's Issued	0	19
CC's Issued	0	0
Temporary CO's Issued	1	6

#### 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#
Dollar Tree	4640 Lake Worth Rd	8924	Interior Renovation	2024-1182
Supertech Comm	5305 Lake Worth Rd		Interior Remodel	2024-1285
5 Pay More or Less	3909 S Jog Rd	2,500	Interior Remodel	2024-1202
Finlay Medical	6803 Lake Worth Rd	1805	Interior Remodel	2024-1237
Gastro Health	6125 Lake Worth Rd	238	Interior Renovation	2024-0874
Dunkin Donut	4644 Lake Worth Rd	2169	Interior Remodel	2024-0471
Chik fil A	6802 Forest Hill Blvd		New Construction	2024-0270
El Car Wash	6200 Lake Worth Rd	3724	Construct Car Wash	2023-2487

#### 5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
Discount Tire	5990 Lake Worth Rd	1704	Interior Renovation	2024-0536
Aaxon Laundry	3989 S Jog Rd	2633	Interior Renovation	2024-0587
Retro Fitness	4558 Lake Worth Rd	1547	Interior Renovation	2024-0783
Dunkin Donut	6097 Lake Worth Rd	1292	Interior Remodel	2023-2464
Charley's Cheesesteaks	6726 Forest Hill Blvd	1260	Tennant Improvements	2024-0314
Certified Spine	6415 Lake Worth Rd #307	1598	Tennant Improvement	2023-2290
Lisa Dance Studio	3963 S Jog Rd		Interior Remodel	2023-2248
Walmart	3911 Jog Rd	15,000	Interior Remodel	2023-2761

Gyro GR	6852 Forest Hill	1682	Interior Remodel	2023-1965
WSS	6358 Forest Hill	10,168	Interior Remodel	2023-2182
Public Storage	6351 Lake Worth Rd		Interior Remodel	2022-2283
Convenience Store/Laundry	5470 10 <sup>th</sup> Ave N	1,604 sq.ft.	Interior Remodel – Add Coin Laundry to Convenience Store	2021-1191
Ministries in Bethel	3950 S 57 <sup>th</sup> Ave	6,939 sq.ft.	House of Worship	2021-0365
Church of God 7 <sup>th</sup> 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
Single Family	310 Walker Ave	1 S/F	0
Single Family	344 Fleming Ave	1 S/F	0
Single Family	240 Walker Ave	1 S/F	0
Single Family	236 Walker Ave	1/SF	0

## Code Enforcement Division

### Code Division Report (March 1, 2024 – March 31, 2024)

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2023
Inspections Related to Active Code Cases	185	894
New Cases Started	101	329
Cases Complied	39	223
Current Open Cases	250	840
Notices Sent	142	774
Illegal Signs Removed from right-of-way	206	863
Inspections Not Related to Active Code Cases	185	784
Complaints Received and Investigated	27	135
Warning Tickets	188	823

- 3950 S.. 57<sup>th</sup> – Greenacres Learning Ctr – last inspection passed 2/21/24 for six months – Permit 2023-2376  
ROW permit issued 12/1/23
- 3535 S. Jog – Church of Seventh Day – last inspection passed 2/7/24 for six months – Permit 2016-2382
- 6450 Melaleuca Lane – Crown Plaza – permit issued 1/16/24 for six months - Permit 2023-2451  
Code Case 4-23-9772
- 4720 Melaleuca – Willow Wood Stables – Code Case 12-23-10103 – Removed large amount of RVs, trailers, vehicles.  
Owner working with an attorney on a boat that owner does not answer calls

# Code Enforcement - STATS FY 2024

	<u>NOTICES MAILED</u>	<u>SIGNS</u>	<u>INSPECTIONS</u>	<u>COMPLAINTS</u>	<u>WRITTEN WARNINGS</u>
OCTOBER 2023	112	156	189	21	220
NOVEMBER 2023	96	90	87	19	48
DECEMBER 2023	107	85	89	16	62
JANUARY 2024	156	127	207	24	183
FEBRUARY 2024	161	199	150	28	122
MARCH 2024	142	206	185	27	188
APRIL 2024					
MAY 2024					
JUNE 2024					
JULY 2024					
AUGUST 2024					
SEPTEMBER 2024					
	<u>NOTICES</u>				<u>WRITTEN</u>



# License Activity Report

Activity Date Range 03/01/24 - 03/31/24  
Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Cancelled
General Retail - General Retail	Business	2	0	0	1	3	0	0
General Service - General Service	Business	9	0	0	11	7	0	0
General Svc Reg - General Service Registration	Business	1	0	0	0	0	0	0
Home - Home Based Business	Business	6	0	0	6	1	0	0
Professional - Professional	Business	9	0	0	10	6	0	0
Rental Unit - Rental Unit	Business	2	0	0	6	4	0	0
Grand Totals		29	0	0	34	21	0	0

CITY OF GREENACRES

# Licensing Revenue Summary Report

## Licensing Revenue Summary Report - Summary

From Date: 03/01/2024 - To Date: 03/31/2024

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
License Type: Food Service-Food Service / Bar / Lounge					
Food-Food Service	2	0	\$255.26	\$0.00	\$255.26
Food Per Seat-Food Per Seat	2	0	\$729.12	\$0.00	\$729.12
Collection Fee-Collection Fee	1	0	\$25.00	\$0.00	\$25.00
Delinquent > 150-Delinquent Over 150 Days	1	0	\$100.00	\$0.00	\$100.00
License Type Food Service-Food Service / Bar / Lounge Totals	6	0	\$1,109.38	\$0.00	\$1,109.38
License Type: General Retail-General Retail					
General Retail-General Retail Sq Feet	8	1	\$1,470.94	(\$325.78)	\$1,145.16
Com Inspection-Commercial Inspection	1	0	\$75.00	\$0.00	\$75.00
Collection Fee-Collection Fee	6	0	\$150.00	\$0.00	\$150.00
Delinquent > 150-Delinquent Over 150 Days	6	0	\$600.00	\$0.00	\$600.00
25% Penalty-25% Penalty	1	0	\$40.72	\$0.00	\$40.72
License Type General Retail-General Retail Totals	22	1	\$2,336.66	(\$325.78)	\$2,010.88
License Type: General Service-General Service					
General Service-General Service	8	0	\$929.76	\$0.00	\$929.76
Com Inspection-Commercial Inspection	2	0	\$150.00	\$0.00	\$150.00
Transfer-Transfer	1	0	\$11.62	\$0.00	\$11.62
License Type General Service-General Service Totals	11	0	\$1,091.38	\$0.00	\$1,091.38
License Type: General Svc Reg-General Service Registration					
General Svc Reg-General Service Registration	1	0	\$25.00	\$0.00	\$25.00
License Type General Svc Reg-General Service Registration Totals	1	0	\$25.00	\$0.00	\$25.00
License Type: Home-Home Based Business					
Home-Home Based Business	11	0	\$891.41	\$0.00	\$891.41
Transfer-Transfer	1	0	\$8.14	\$0.00	\$8.14
Collection Fee-Collection Fee	2	0	\$50.00	\$0.00	\$50.00
Delinquent > 150-Delinquent Over 150 Days	3	0	\$159.81	\$0.00	\$159.81
License Type Home-Home Based Business Totals	17	0	\$1,109.36	\$0.00	\$1,109.36
License Type: Professional-Professional					
Cosmetology-Cosmetology / Barber	7	0	\$284.27	\$0.00	\$284.27
Real Estate-Real Estate Broker / Ins Agents	1	0	\$97.65	\$0.00	\$97.65
License Type Professional-Professional Totals	8	0	\$381.92	\$0.00	\$381.92

License Type: Rental Unit-Rental Unit					
Rental Unit-Rental Unit	10	0	\$359.80	\$0.00	\$359.80
Transfer-Transfer	1	0	\$4.06	\$0.00	\$4.06
Collection Fee-Collection Fee	4	0	\$100.00	\$0.00	\$100.00
Delinquent > 150-Delinquent Over 150 Days	4	0	\$400.00	\$0.00	\$400.00
License Type Rental Unit-Rental Unit Totals	19	0	\$863.86	\$0.00	\$863.86





## Department Report

**MEETING DATE:** April 15, 2024  
**FROM:** Gigi Chazu, Director, Economic Development  
**SUBJECT:** Monthly Report – March

### BACKGROUND

The following report provides activity within the Department of Economic Development for the reporting period from January 1st through February 29th, 2024.

#### 1. Building Partnerships:

- Sustained collaborative efforts with the SBDC at FAU, ensuring local business access to pertinent resources and programs.
- Continued involvement with SCORE Broward, selecting tailored business education sessions.
- Initiated discussions with the Hispanic Entrepreneur Initiative (HEI) to initiate business roundtables.

#### 2. Community Outreach:

- Conducted a Spanish-language webinar in conjunction with SCORE, drawing 45 participants.
- Attended the SCORE Palm Beach quarterly chapter meeting, introducing the City to 35 consultants.
- Implemented a second mass mailing for the Business Survey.

#### 3. Business / Resident Assistance:

- Facilitated a webinar with SCORE on White Label in Spanish with 45 attendees.
- Assisted an online merchandise entrepreneur with resources to kickstart their venture.
- Continued Business Assistance:
  - Juice distribution business.
  - Catering Business.
- Hosted the first Pop-Up Business Assistance in partnership with Prospera USA, facilitating business consultation to 7 individuals.
- Hosted a Business Workshop in Spanish on How to Access Business Capital, with participation of 21 individuals.

#### 4. Development Initiatives:

- Continued with the Urban Land Institute Leadership Project.

#### 5. Digital Presence:

- Maintained an active presence on the City's LinkedIn page, with posts reaching 2,881 organic impressions in March.

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**6. Ongoing Projects:**

- Organizing the First Annual Small Business Summit scheduled for Thursday, May 2nd, with panelists secured from 8 organizations.
  - Collaborating with the Department of Communications on the City rebranding Request for Proposal (RFP).
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## Department Report

**MEETING DATE:** April 15, 2024  
**FROM:** Teri Lea Beiriger, Director of Finance  
**SUBJECT:** Department of Finance Activity Report

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### BACKGROUND

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The following report provides activity within the Department of Finance for the reporting period from March 1 through March 31, 2024.

In brief, the Finance Department:

- Cashier/Accounting Clerk starts.
- EMS and Miscellaneous A/R Write-off's approved by Council.
- Continued to work with Auditor on Annual Comprehensive Financial Report and audit.
- Conducted Training for the 2025 Budget.
- Paid next to the last bond payment for the City Hall complex.
- Grants Activity:
  - Submitted application for CDBG 2024 Sewer Phase 3 lift station grant.
  - Submitted application for Asst to Firefighter 2023 grant.
  - Submitted application for DOH Heads up CPR grant.

The Finance Department has, and continues to, work on efficiencies to better serve our internal and external customers.

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## Department Report

**MEETING DATE:** April 15, 2024

**FROM:** Brian Fuller, Fire Chief

**SUBJECT:** Fire Rescue March

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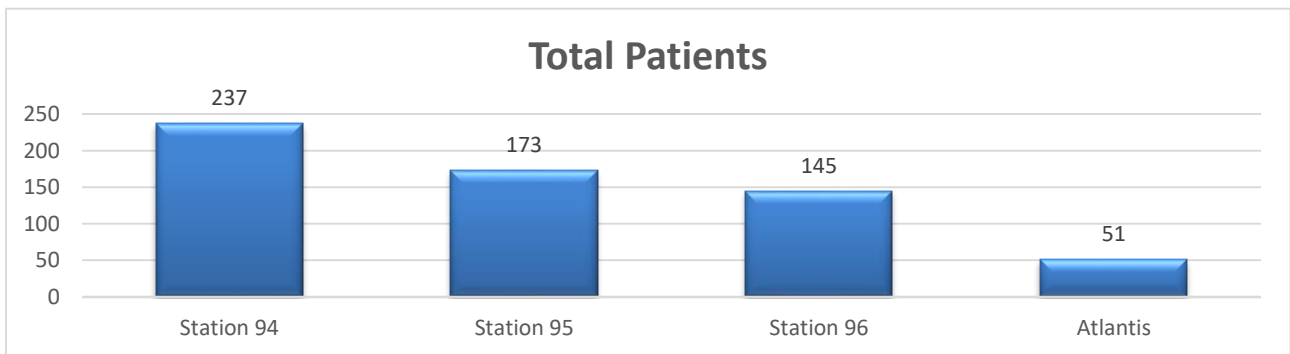
### FR CALLS

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CALLS	MONTHLY TOTALS
Total Alarms dispatched in March	841
Average alarms per day	24.03
Total calls this fiscal year	3,972

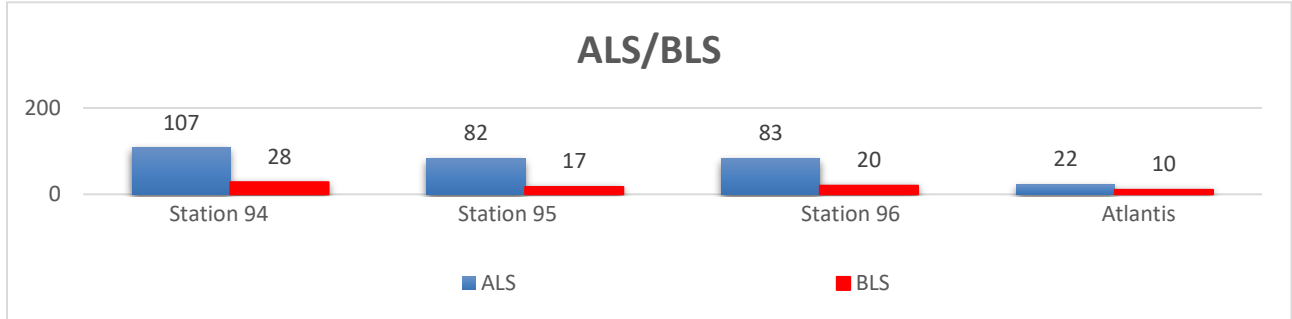
In March 2024, 555 patients were treated for Emergency Medical related services. Of those patients, 51 were in the City of Atlantis. These requests include a single unit responding to assist a person who has fallen to the floor, a cardiac arrest requiring multiple units and a combination of personnel, advanced skills, and equipment.

Service Calls, Cancels, and Public Assists totaled 133. 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.



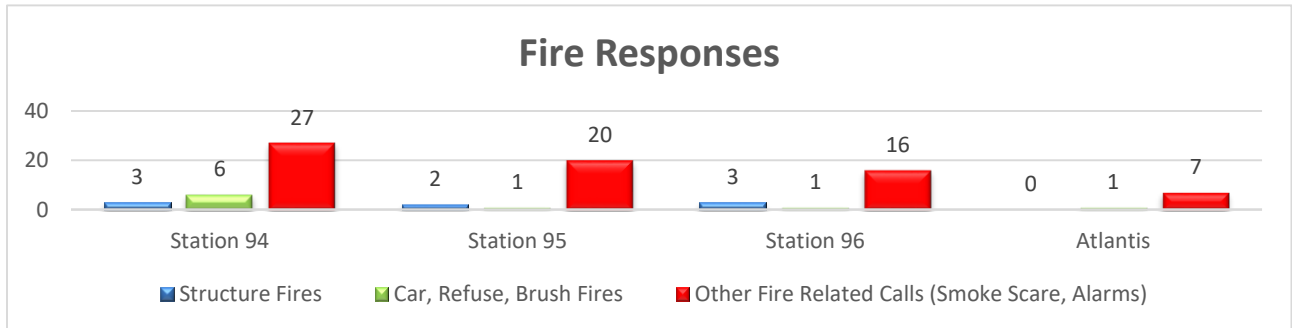
## ALS/BLS

Fire Rescue transported 337 patients to a hospital or 60% of the patients we were called to treat. The majority of those (272) required Advanced Life Support procedures. ALS emergencies require 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.

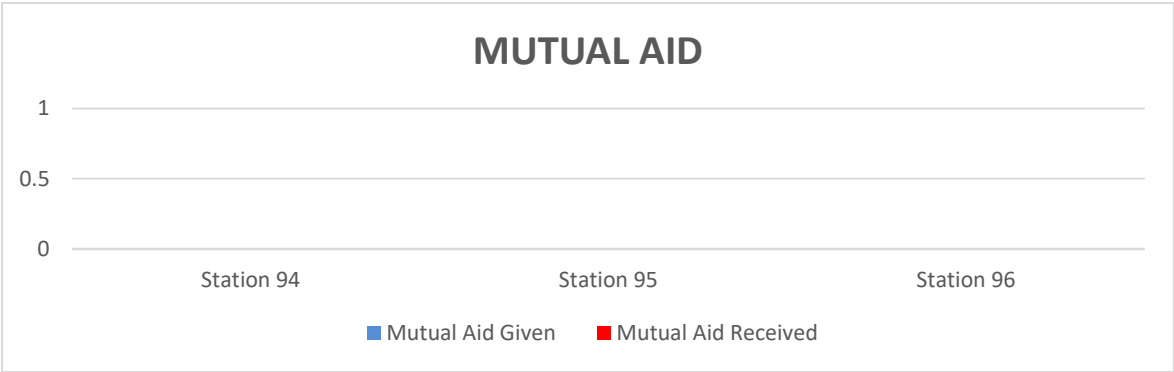


## FIRE RESPONSES

Fire Rescue responded to 63 calls for a fire or smoke related emergency. There were six (6) requiring an escalated response to a car, brush, or refuse fire; eight (8) were in a residential or commercial structure.



**MUTUAL AID**

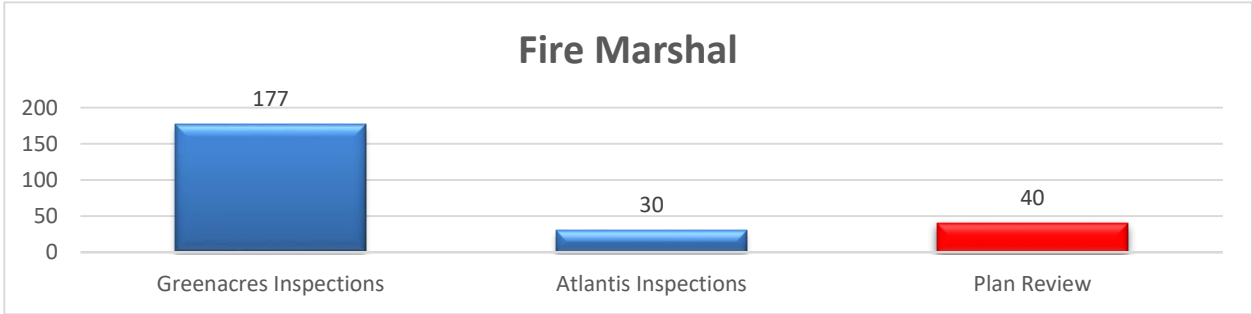


Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system is designed to be limited to large events that tax the resources beyond the normal capabilities of the community.

**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	207
Plans Review	40
Dollar Loss due to fire	\$177,800



**SPECIAL SERVICES**

Blood Pressure Screenings	4
Presentations, Station Tours/Attendees	2/70
Persons Trained in CPR	0



## Department Report

**MEETING DATE:** April 15, 2024

**FROM:** Georges Bayard, Director, Information Technology

**SUBJECT:** Department of Information Technology – March 2024 Activity Report

### DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from March 1 – March 31, 2024.

1. Went live with the Facilities Service Desk for the Public Works Building Services Division. This modern capability replaces the inefficient work order system in New World ERP. It provides reporting capabilities that were not available in the previous system. It is within the same environment as the IT Service Desk, providing a familiar interface for users.
2. Testing of the new Youth Programs registration form in Laserfiche, to allow online registrations and automatic processing of submitted forms in the City's Document Management System.
3. Working through RFP # 24-009: Security Camera and Access Control System Services. First selection committee meeting was on 3/6/2024.
4. New hire onboarding requests completed: 4
5. Employee separation requests completed: 1
6. Monthly KnowBe4 simulated phishing test results:
  - a. Links clicked: 6; attachments opened: 0; Phish-prone users (vulnerable to phishing attacks): 3.47% (slightly up from 3.23 % during the previous month's campaign).

The overall online behavior of City personnel remains more cautious than the average KnowBe4 customer. We saw a slight increase in the number of users failing simulated phishing tests after we elevated the level of sophistication of the new phishing campaigns to reflect the increasingly effective methods used by attackers. In the four months since, this number has decreased overall as users become more wary. We will continue to monitor this activity and promote good cyber hygiene.



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**SERVICE DESK REQUESTS**


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**March 2024**

<b>DEPARTMENT</b>	<b>CURRENT PERIOD</b>	<b>FY 2024 YTD</b>	<b>FY 2024 BUDGET</b>
Administration	7	64	-
Community & Recreation Services	5	41	-
Development & Neighborhood Svcs.	8	98	-
Finance	9	56	-
Fire Rescue	6	40	-
Information Technology	2	15	-
Public Works	0	23	-
Purchasing	3	18	-
Youth Programs	2	16	-
<b>Total Service Desk Requests</b>	<b>42</b>	<b>371</b>	<b>600</b>



## Department Report

**MEETING DATE:** April 15, 2024  
**FROM:** Captain Tristram Moore, PBSO District 16  
**SUBJECT:** PBSO District 16 Report – March 2024

### CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks	1,809
Traffic Stops	809
Calls for Service	2,000
<b>All CAD Calls - Total</b>	<b>4,618</b>
<b>Total Calls for Service – FY 2024</b> (October 2023 – September 2024)	<b>25,588</b>

Data Source: CADS/Premier 1  
 \*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 4,618 generated calls within the District and 57% of these calls were self-initiated.

### TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
308	384

Data Source: D16 Office Staff/Monthly Reports

PBSO MOTORS UNIT	
Total Citations	Total Warnings
591	247

Data Source: PBSO Traffic Unit

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## COMMUNITY POLICING EVENTS

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- 03/05/24: Food Distribution at Pickwick Mobil Home Park
- 03/11/24 & 3/12/24: Field Day Event at Diamond View Elementary School
- 03/15/24: Pine Ridge South IV Men's Club Crime Prevention Meeting
- 03/19/24: Planning Meeting with Benito in reference to Upcoming Summer Camps
- 03/21/24: Assisted the City of Greenacres Code Enforcement with a vagrant issue
- 03/28/24: Career Day at Diamond View Elementary School
- 03/30/24: Egg'stravaganza Event

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## STREET CRIMES UNIT

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- The District 16 Street Crimes Unit conducted a traffic stop. Probable cause to search the vehicle was established and 1.5g oxycodone, and 57.4g marijuana were discovered. The driver was charged accordingly and the passenger was charged with resisting arrest.
- The District 16 Street Crimes Unit attempted a traffic stop where the driver was identified prior to the vehicle fleeing to an unknown location. Several days later the vehicle was located with a different tag attached to the vehicle and unassigned. The vehicle was stopped and the driver exited the vehicle. The driver was charged accordingly. The passenger was found to have multiple warrants out of Palm Beach County and was charged accordingly.
- The District 16 Street Crimes Unit had probable cause to arrest a suspect for retail theft from multiple retailers in three Districts. The suspect was located and was charged accordingly. Three cases in three Districts were cleared by this arrest.

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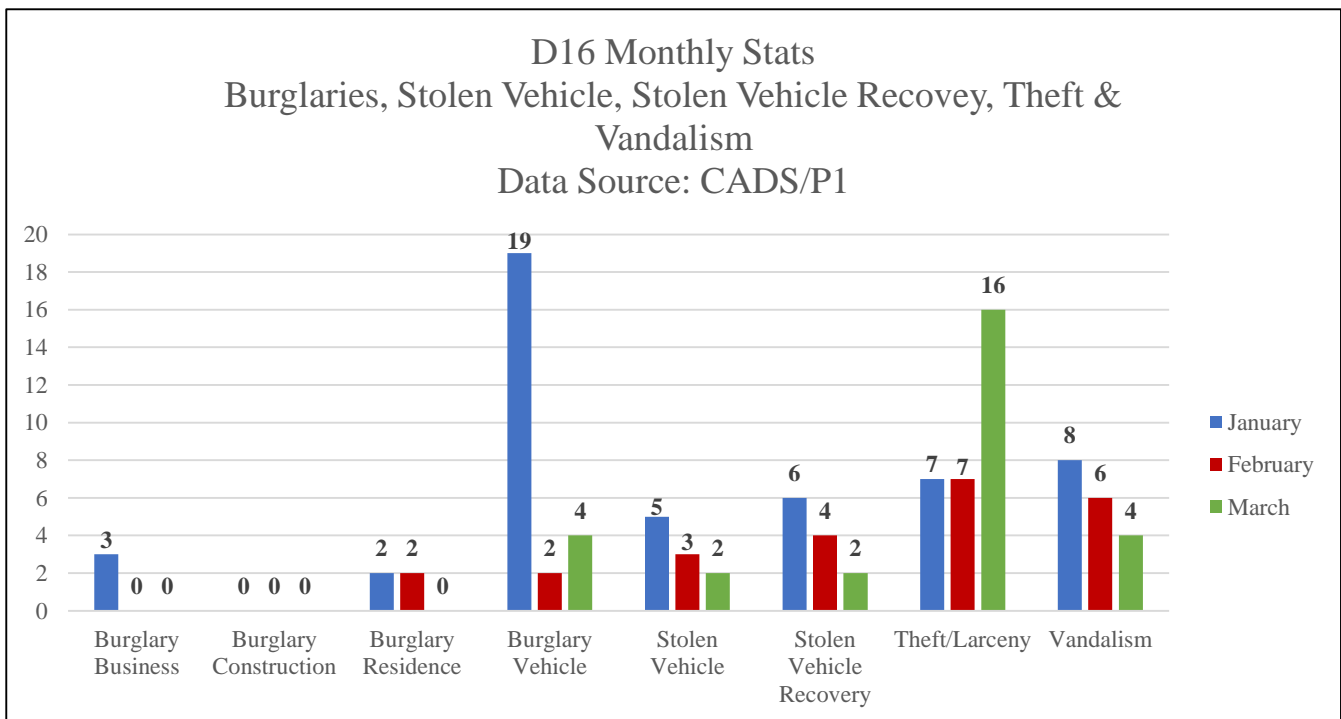
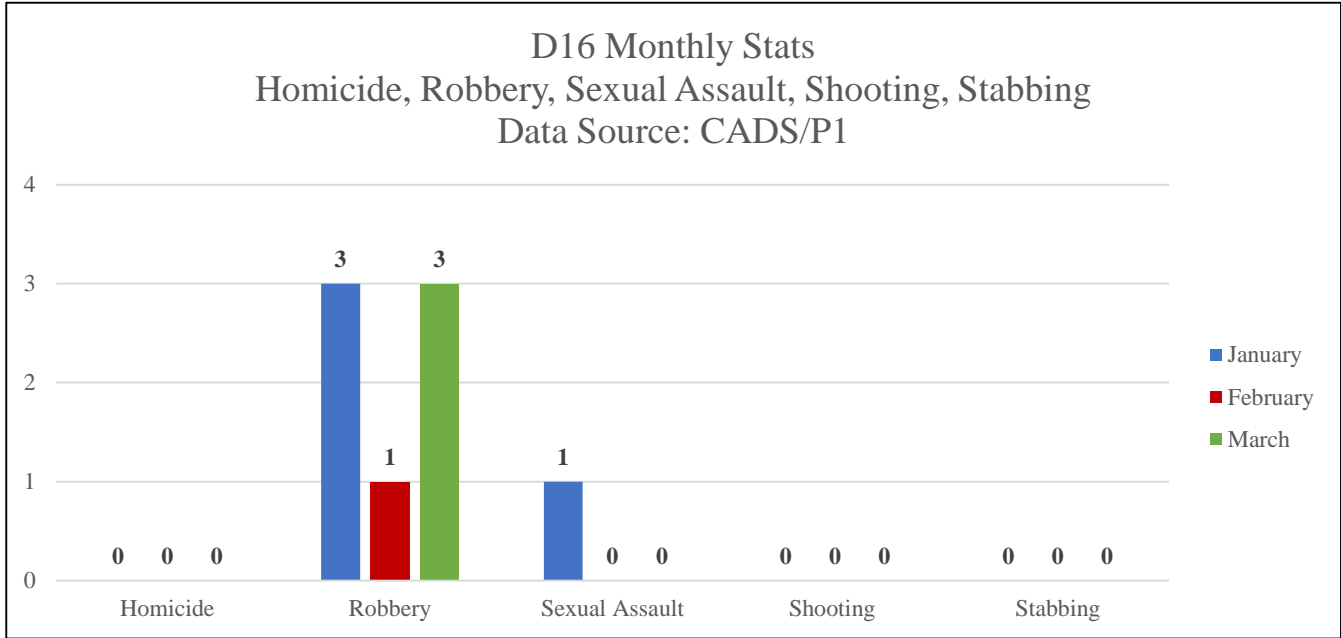
## PROPERTY DETECTIVES

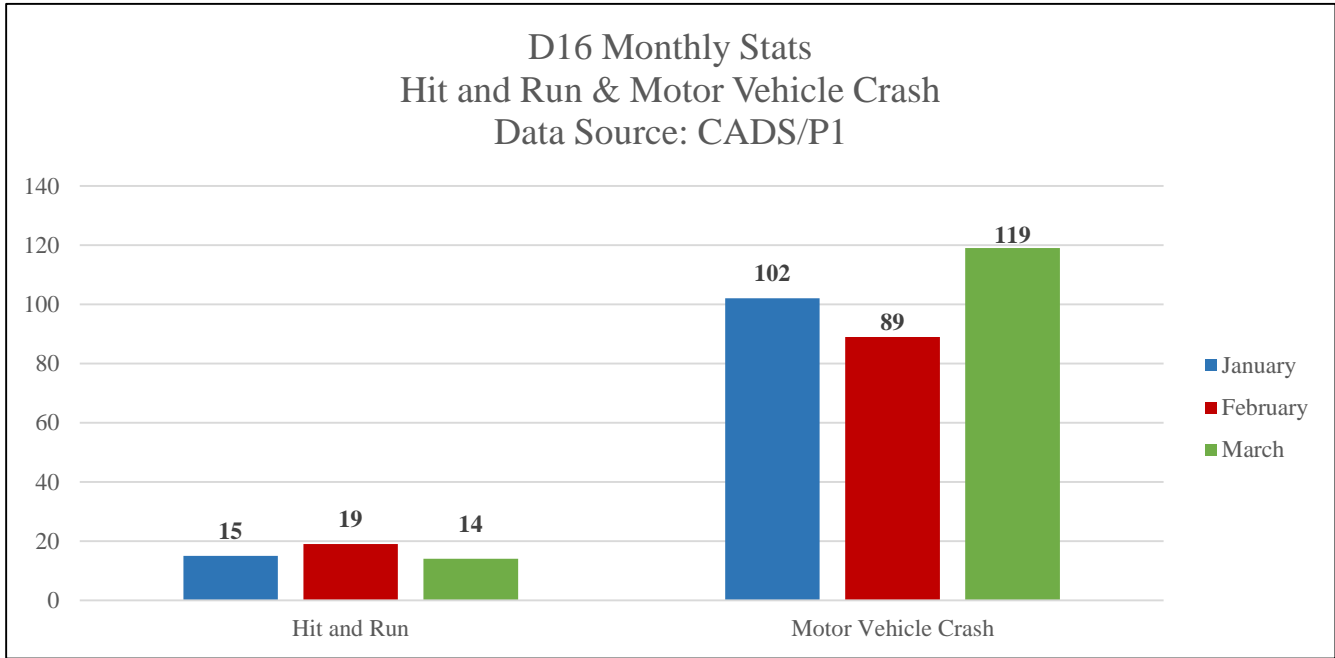
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- A victim was leaving church and getting into their vehicle when a suspect attempted to abduct the victim. The suspect ripped the victim out of the vehicle and when the victim began to scream, the suspect covered the victim's mouth. Nearby friends heard the victim scream and came to the victim's rescue, causing the suspect to flee. Detectives were able to identify the suspect, established probable cause, and this case was cleared by arrest.
- Several suspects were involved in a retail theft. The suspect vehicle was located, where they bailed from the vehicle, and into a nearby assisted living facility. Two out of the three suspects were apprehended and the Street Crimes Unit will be attempting to locate the third whose identity is known.
- Since February 2023, a victim's identity has been compromised and used to purchase a vehicle, rent an apartment, and open several different accounts. A suspect was developed and located driving the vehicle, utilizing the apartment, and in possession of the fraudulent NY driver's license utilized to open all these accounts. 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 MARCH 2024 - CASE NUMBER INCIDENTS**

LOCATION	COUNT
S Jog Road / Lake Worth Road	9
10th Avenue N / S Jog Road	5
Forest Hill Boulevard / S Jog Road	5
S Haverhill Road / Lake Worth Road	4
10th Avenue N / S Haverhill Road	4



## Department Report

**MEETING DATE:** April 15, 2024

**FROM:** Carlos Cedeño, Public Works Director

**SUBJECT:** Public Works Department Report

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### DEPARTMENT HIGHLIGHTS

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Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of March 1, 2024 through March 31, 2024.

#### 1. ADMINISTRATION:

- Received thirty-six (36) applications for the City's Property Enhancement Grant Program; twenty-one (21) residential and five (5) commercial properties were recommended by the Grant Committee for funding.
- Renovations to the City Banquet Hall were completed.
- Staff attended a Budget Workshop hosted by the Finance Department.

#### 2. ROADS AND DRAINAGE MAINTENANCE

- The paving and re-striping at Nautica Isles Boulevard was completed.
- Four (4) new irrigation covers were installed at the Haverhill and 10<sup>th</sup> Avenue medians.
- Constitution Way was milled and overlaid.
- Entry walls on S. 57<sup>th</sup> Avenue off 10<sup>th</sup> Avenue N. were repainted.

#### 3. VEHICLE MAINTENANCE

- Preventative maintenance was conducted on Fire Rescue vehicles and equipment.
- Staff attended Anti-Harassment/Anti-Discrimination Training.

#### 4. BUILDING SERVICES

- Staff assisted with the set up and breakdown of the "Egg'stravaganza" event.

#### 5. PARKS MAINTENANCE

- Staff assisted with the set up and breakdown of the "Egg'stravaganza" event.
  - Staff worked on western access point to 9-acre parcel purchased for the construction of Emergency Operations Center.
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## Department Report

**MEETING DATE:** April 15, 2024

**FROM:** Monica Powery, Director, Purchasing

**SUBJECT:** Department of Purchasing Activity Report

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### DEPARTMENT HIGHLIGHTS

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The following report provides the highlights of activity within the Department of Purchasing for the reporting period from March 1 through March 31.

- a. 24-006 Chickasaw Road Replacement and L-11 Canal Piping – This bid was advertised on October 1, 2023, and opened on November 15, 2023, with eight (8) bids received. City staff has evaluated the proposal and recommends award to MJC Land Development, LLC as the lowest responsive and responsible bidder. City Council approved award to MJC Land Development, LLC at the meeting held on January 8, 2024. City staff convened with the developer to secure funding for the bid alternate. Purchasing is currently drafting an addendum to incorporate this item.
- b. 24-009 Security Camera and Access Control Systems – This RFP was advertised on January 21, 2024, and closed on February 21, 2024, with two (2) proposals received. The Selection Committee met on March 6, 2024, to review and discuss the proposals received and decided that presentations were needed before they can vote. The Committee is scheduled to meet on April 3, 2024.
- c. 24-010 Insurance Brokerage Services – This RFP was advertised on January 21, 2024, and closed on February 21, 2024, with two (2) proposals received. The Selection Committee met on March 6, 2024, to review and discuss the proposals. City staff has evaluated the proposal and recommends award to RSC Insurance Brokerage, Inc. dba Gehring Group as the lowest responsive and responsible bidder. this item appears before City Council for approval on April 15, 2024.
- d. 24-011 Branding and Marketing Services – This RFP was advertised on February 18, 2024, and closed on March 15, 2024, receiving a total of seven (7) proposals all of which were found to be responsive and responsible by the Purchasing Department. The proposals have been disseminated to the Selection Committee to review.
- e. 24-014 Original Section Sewar Swain Boulevard North Phase 2 – This RFP was advertised on March 12, 2024, and closes on April 12, 2024.
- f. RFQ24-005PUR Printing of City Stationery – This RFQ was advertised on March 21, 2024, and closed on March 29, 2024, and is currently under evaluation by the procurement department.

- g. Solicitations In Progress – Gladiator Lake Drainage Enhancements; Gladiator Park Court Resurfacing; Design and Construction of Emergency Operations Center; Construction of New Youth Programs Building; WIC Bathroom Renovations; Interior Renovation of Fire Rescue Station 96; Youth Programs Building – Furniture; Youth Programs Building – Technology; Custom Shutters for Community Center; and Street Sign Poles & Accessories.

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**DEPARTMENT ACTIVITY**

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<b>ACTIVITY</b>	<b>CURRENT PERIOD</b>	<b>FY 2024 YTD</b>
Purchase Orders Issued	45	452
Purchase Order Amounts	\$ 1,121,845.29	\$ 32,051,080.32
Solicitations Issued	3	11
Solicitations in Progress	8	-
Central Store Requests	5	15
Contracts Managed	78	78
Purchasing Card Purchases	346	1,787
Purchasing Card Transactions	\$ 54,255.76	\$ 276,679.71
No. of Training Sessions Conducted	2	5
Towing Revenue	\$ 4,958.00	\$ 21,172.00





## Youth Programs Department Monthly Report

**MEETING DATE:** April 15, 2024

**FROM:** Jowie Mohammed, Director of Youth Programs

**SUBJECT:** March 2024 Department Report

### PROGRAMMING

- During the month of March, we provided:
  - Eleven (11) days of after-school programming and transportation from five (5) schools within City limits.
  - Seven (7) full-days of programming, including Spring Camp (4/18 – 4/25). Field Trips included trips to the Palm Beach Zoo, Adrenaline Trampoline Park, and the Greenacres Bowling Alley.

### PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2023 TO DATE	FY 2023 BUDGET
# of Participants	67	110	150
# of Participants in Sierra Club ICO	0	10	25
# of Licenses Coordinated	1	1	1
# of MOU's Coordinated	1	2	6
# of Part.'s in Teen Advisory Council (TAC)	5	5	7
# of Part.'s in TOP Program	30	40	15
# of Part.'s in Garden Club	25	19	20
# of Presidential Volunteer Service Hours	653	2083	9,000

### FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2023 TO DATE	FY 2023 BUDGET
Early Learning Coalition	\$7,935.13	\$61,288.96	\$316,817
Parent & Registration Fees	\$13,850.00	\$56,652.20	\$185,419
Youth Services Department SEL Grant	\$7,700.80	\$38,503.20	\$77,000
Textile Funds	\$0.00	\$3,595.00	\$18,000

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## C.A.R.E.S REPORT

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- On Friday March 29<sup>th</sup> the CARES Program hosted an Easter Egg hunt for its participants. Youth were separated by their age groups and able to find 10 eggs stuffed with various prizes. Each age group had a golden egg and the youth who found the golden egg received an Easter Basket with assorted prizes.
- Throughout the month of March, the CARES Program has maintained their CARES Junior Garden Club where much of the vegetation produces fruits, vegetables, or herbs. Every Friday the Garden is harvested, and various items are sent home with the youth to families. Some of the activities included learning about worms and composting to learning about the butterfly cycle for caterpillars.

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## TEEN PROGRAMS REPORT

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- On Thursday, March 7<sup>th</sup>, The Teen Program welcomed our new Teen Development Coordinator, Kimberly Brown. Kimberly is a Florida Gulf Coast graduate with a bachelor's in arts psychology. There, she served as a residential assistant (RA), coordinating social events and icebreakers for freshmen residents to get to know each other and build lasting relationships.
- During Spring Camp, we averaged 12 teens, with most being our high school youth. The Teens helped facilitate Cake Design, painting, and other activities with the Elementary youth. Spring Camp was a huge success due to their help and participation.
- On Friday, March 29<sup>th</sup>, the Teen Program partnered with the Community Recreation Services Department to play alongside our seniors in the Senior Program. Good Friday is considered a Full Day for us. A day when the school is closed, but we are open to offer our services. On Good Friday, our teens planned to sit with the Seniors and play board games and Bingo. They did five rounds of Bingo, with each winner of the round winning an Easter Basket created by the Teens. It was a fun event, and the seniors had a great time playing with the teens, teaching them new games, and building relationships. They are looking forward to the next planned event with our teens.