



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, August 04, 2025 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

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:** Youth Programs Summer Camp Crochet Club. - Deputy Mayor Susy Diaz and Ben Dexter, Youth Programs Acting Assistant Director .
2. **Presentation:** Legislative Update. - The Honorable House Representative Debra Tendrich, House District 89.
3. **Proclamation:** National Fentanyl Prevention and Awareness Day. - August 21, 2025. - The Honorable House Representative Anne Gerwig, House District 93.

CONSENT AGENDA

4. **Official City Council Meeting Minutes:** City Council Meeting Minutes, July 21, 2025 and City Council Budget Meeting Minutes, July 21, 2025.- Quintella L. Moorer, City Clerk.
5. **Resolution 2025-32:** Authorizing the execution of the fiscal year 2025-2026 Community Development Block Grant (CDBG) Agreement for Phase IV Lift Station Original Section Sewer Project; and providing for an effective date. - Carlos Cedeño, Director of Public Works.
6. **Appointment and Ratification of Planning and Zoning Board of Appeals Members:** Appointing Aldo Cardenas to a serve a three-year term as an Alternate Member 2 and promoting Mr. Robert Clements to a Full Member and Mr. Leonard Grant to an Alternate Member 1 until 2027. - Andrea McCue, City Manager.

REGULAR AGENDA

- 7. PUBLIC HEARING: Ordinance 2025-10: Second Reading:** Amending the Code of Ordinances Chapter 16, at Article I, in General; Zoning Regulations, Article 4, Supplementary District Regulations; Article 5, Specific Developments; Article 6, Sign Regulations; Article 9, Nonconforming Uses, Structures, Buildings, Lots, Signs, etc.; to move Sign Criteria for Planned Commercial Developments to Article 6; to revise the provisions related to sign permits, master sign plans, and nonconforming signs; and other signs; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Gionni Gallier, Assistant Director, Development and Neighborhood Services, (DNS).
- 8. PUBLIC HEARING: Ordinance 2025-12: Second 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 sixteen (16) parcels of land totaling approximately 9.7541 acres, located at 6561, 6571, 6523, 6563 Chickasaw Road and 3476, 3406, 3384, 3381, 3395, 3409, 3423, 3437, 3451, 3465, 3479, 3493 Wry Road from a Palm Beach County (PBC) Low Residential, 3 Units Per Acre LR-3 to the City of Greenacres Residential Low Density (RS-LD) land use designation, as requested by 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, Assistant Director DNS.
- 9. PUBLIC HEARING: Ordinance 2025-13: Second Reading:** Approving a rezoning for Sixteen (16) parcels of land totaling approximately 9.7541 acres, located at 6561, 6571, 6523, 6563 Chickasaw Road and 3476, 3406, 3384, 3381, 3395, 3409, 3423, 3437, 3451, 3465, 3479, 3493 Wry Road from a Palm Beach County Agricultural Residential (AR) and Single Family Residential (RS) to the City of Greenacres RL-3 Residential Low Density 3 (5 Units Per Acre) zoning district, as requested by 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, Assistant Director DNS.

DISCUSSION ITEM

10. Additional Senior Homestead Exemption - Andrea McCue, City Manager.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**CITY MANAGER'S REPORT****CITY ATTORNEY'S REPORT****MAYOR AND CITY COUNCIL REPORT****ADJOURNMENT****Future City Council Meetings**

September 3, 2025 - Budget Hearing

September 17, 2025 - Budget Hearing

Meeting Records Request

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

Notice of Council Meetings and Agendas

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

Americans with Disabilities Act

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



CITY COUNCIL BUDGET MEETING

City of Greenacres, Florida

Monday, July 21, 2025, at 7:31 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

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 Shaw called the meeting to order at 7:31PM. Councilmember Bousquet was absent. All other Council were present.

AGENDA APPROVAL

Motion made by Councilmember Dugo, Seconded by Councilmember Noble to approve the agenda.

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

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

REGULAR AGENDA

Fiscal Year 2026 Budget

1. Fiscal Year 2026 Preliminary Budget Review. - Andrea McCue, City Manager.
2. Setting of the tentative millage rate for 2026. - Andrea McCue, City Manager.

Ms. McCue started the presentation with a few CIP updates including there would be a budget adjustment due since the impact fees for Blooms Trail would not have occurred, she also mentioned a transfer of \$15 thousand for the Martin Building. The appropriations for Swain and the Youth Programs Building were not included in the CIP numbers tonight.

Ms. McCue mentioned the need for additional positions within various departments such as the Manager's Office, Communications, and Fire Rescue.

She mentioned the Sheriff's contract would be negotiated soon as the City was in the 12th addendum of the contract.

Ms. McCue stated the net revenue to expenditure was about one million. She reviewed the forecast and mentioned the city was doing well and was being conservative. Ms. McCue highlighted the COLA was proposed at four percent and the plan was to go to bid for insurance.

Ms. McCue stated the City was good for revenue over expenditure at \$174,486.

Ms. McCue stated with the number of projects on the horizon, that the City's five-year projection was doing well and the reserves remain above the required percentages after 2028, the reserves dipped but the numbers could change due to upcoming projects.

Ms. McCue suggested a millage rate of 6.3.

Deputy Mayor Diaz questioned the increase rate of 25 thousand for senior exemptions. Ms. McCue agreed to send the impact to the Council.

Ms. McCue mentioned the Budget meetings were set for September 3 and 17.

Mayor Shaw felt it was time to move forward with projects rather than wait for projects to increase due to time. Mayor Shaw encouraged discussions regarding land acquisitions and other opportunities for growth.

Mayor Shaw asked the Council to support City Manager McCue to bring forth a comprehensive plan of opportunities to move forth with projects.

Councilmember Tharp agreed with the Mayor. Councilmember Noble was a strong supporter of not borrowing money, but he agreed to review any opportunities brought forth. Councilmember Dugo agreed with the Mayor. Deputy Mayor Diaz was very supportive of land acquisitions and private partnership.

Ms. McCue stated there were a lot of things happening in the City and the City would still pursue other funding and grants.

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Tharp to set the millage rate at 6.3.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

None.

CITY MANAGER'S REPORT

None.

MAYOR AND CITY COUNCIL REPORT

None.

ADJOURNMENT

8:06PM

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



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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 Shaw called the meeting to order at 6PM. Councilmember Bousquet was absent. All other Councilmembers were present.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Councilmember Dugo, Seconded by Councilmember Noble to approve the agenda.

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

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

- 1. Presentation:** The Honorable House Representative Anne Gerwig, House District 93. - Legislative Update.

Representative Gerwig presented the Council with a million dollar check for two city projects. She mentioned a few updates such as school supply tax exemptions, the length of the session, certain hurricane supply items would be tax exempt and Fentanyl Awareness Day. She also mentioned the outcome of school starting times.

The Council thanked Representative Gerwig for her assistance.

Photos were taken.

- 2. Presentation:** Economic Development Update. - Kelly Smallridge, President and CEO of Business Development Board of Palm Beach County.

Ms. Smallridge provided the City with some guidance on economic transformation. She provided some background information about the services the Board could provide. She highlighted what developers wanted such as walkability, streamlined entitlement process and shovel ready, turnkey properties. She recommended a town center, to create jobs and tax revenue.

Ms. Smallridge mentioned various types of companies that would be marketable such as science, technology, distribution, aviation facilities and wall street.

Ms. Smallridge suggested a few ideas to assist with investments such as ready-to-go sites, allow height and density, skilled workforce and streamlined permitting.

Mayor Shaw stated he would be in contact to seize the moment.

3. Presentation: Certificate of Recognition to Beth Bryant, Palm Beach Sheriff's Office (PBSO). - Captain Craig Turner, PBSO.

Captain Turner mentioned Ms. Bryant made his transition to District 16 flawless. He thanked Ms. Bryant for her assistance and for over twenty years of service with the Sheriff's Office. He was proud of her promotion and stated she would be missed.

Photos were taken.

CONSENT AGENDA

- 4. Official City Council Meeting Minutes:** City Council Meeting Minutes, June 16, 2025, and City Council Special Meeting Minutes, June 16, 2025. - Quintella L. Moorer, City Clerk.
- 5. Resolution 2025-29:** Approving the adoption of agreement (attached hereto as Exhibit "A") for the 457(b)-match plan for IAFF Bargaining Unit Members; and authorizing the appropriate City Official to effectuate the terms of this agreement. - Teri Lea Beiriger, Director of Finance.
- 6. Resolution 2025-30:** Approving the assessment rate for residential solid waste collection services for the fiscal year beginning on October 1, 2025; imposing a residential solid waste collection service assessment against assessed property located within the City of Greenacres for the fiscal year beginning on October 1, 2025; providing for severability; providing for conflicts; and providing an effective date. - Teri Beiriger, Director of Finance.
- 7. Resolution 2025-31:** In support of the 2021 Lake Worth Lagoon Management Plan, through the Lake Worth Legislative Funding request. - Carlos Cedeño, Director of Public Works.

Motion made by Councilmember Tharp, Seconded by Councilmember Noble to approve the Consent agenda.

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

REGULAR AGENDA

- 8. PUBLIC HEARING: Ordinance 2025-10: First Reading:** Amending the Code of Ordinances Chapter 16, at Article I, in General; Zoning Regulations, Article 4, Supplementary District Regulations; Article 5, Specific Developments; Article 6, Sign Regulations; Article 9, Nonconforming Uses, Structures, Buildings, Lots, Signs, etc.; to move Sign Criteria for Planned Commercial Developments to Article 6; to revise the provisions related to sign permits, master sign plans, and nonconforming signs; and other

signs; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Gionni Gallier, Assistant Director DNS.

Ms. Moorer read the ordinance by title.

Mr. Gallier mentioned the ordinance was City initiated to make the code clearer and align with the modern standards. He mentioned some nonconforming signs would be allowed to remain the same due to discussion with owners, cost and visibility. Mr. Gallier mentioned other clarity changes and updated conditions.

Staff recommended approval.

Deputy Mayor Diaz questioned the process for non-compliant owners and the process.

Staff recommended approval of the ordinance.

Motion made by Councilmember Noble, Seconded by Councilmember Dugo to approve Ordinance 2025-10 on First Reading.

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

- 9. PUBLIC HEARING: Ordinance 2025-12: 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 sixteen (16) parcels of land totaling approximately 9.7541 acres, located at 6561, 6571, 6523, 6563 Chickasaw Road and 3476, 3406, 3384, 3381, 3395, 3409, 3423, 3437, 3451, 3465, 3479, 3493 Wry Road from a Palm Beach County (PBC) Low Residential, 3 Units Per Acre LR-3 to the City of Greenacres Residential Low Density (RS-LD) land use designation, as requested by 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, Assistant Director DNS.

Ms. Moorer read the ordinance by title.

Mr. Gallier stated he would present both Ordinances 2025-12 and 2025-13 together but advised the Council to vote separately. He said the ordinances comminate the annexations that were approved in May of 2025. The ordinances were the rezoning of the land parcels. Mr. Gallier stated the parcels were zoned for residential single-family homes. Notices were provided to the surrounding parcels.

Councilmember Noble questioned if there were any legal issues with any residents or the county. Mr. Gallier stated no legal issues were pending.

Staff recommended approval.

Motion made by Councilmember Dugo, Seconded by Deputy Mayor Diaz to approve Ordinance 2025-12 on First reading.

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

- 10. PUBLIC HEARING: Ordinance 2025-13: First Reading:** Approving a rezoning for Sixteen (16) parcels of land totaling approximately 9.7541 acres, located at 6561, 6571, 6523, 6563 Chickasaw Road and 3476, 3406, 3384, 3381, 3395, 3409, 3423, 3437, 3451, 3465, 3479, 3493 Wry Road from a Palm Beach County Agricultural Residential (AR) and

Single Family Residential (RS) to the City of Greenacres RL-3 Residential Low Density 3 (5 Units Per Acre) zoning district, as requested by 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, Assistant Director DNS.

Ms. Moorer read the ordinance by title.

Staff recommended approval.

Motion made by Councilmember Tharp, Seconded by Councilmember Noble to approve Ordinance 2025-13 on First Reading.

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

11. Florida League of Cities, Annual Conference, August 14-16, 2025, Voting Delegate selection. - Andrea McCue, City Manager.

Motion made by Councilmember Noble, Seconded by Deputy Mayor Diaz to appoint Councilmember Dugo as the voting delegate.

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

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

1. Mr. and Mrs. Kasprzyk requested the City review the land annexation change that was currently impacting on the sale of their home located at 6433 33rd Court. Ms. McCue stated she would follow up with the residents to address options.
2. Mr. Bruce Lewis offered assistance with development projects within the City of Greenacres. He mentioned there were individuals looking into development in the City. He wanted to provide help with local businesses, development and investments.
3. Ms. Thais Sullivan of Valley National Bank offered her assistance with any needs the City may have. She mentioned her background with development and CRA projects.
4. Mr. Brandon Cabrera, BrandX, echoed with the comments from Ms. Smallridge and mentioned the opportunity in the City was special and felt the time was now and the City should move forward.

CITY MANAGER'S REPORT

12. Community and Recreation Services Report.
13. Development and Neighborhood Services Report.
14. Economic Development Report.
15. Finance Report.
16. Fire Rescue Report.
17. Information Technology Report.
18. Palm Beach Sheriff's Office, District 16 Report.
19. Public Works Report.
20. Purchasing Report.

21. Youth Programs Report.

Ms. McCue requested the Council cancel the August 18 Meeting due to the lack of items. The meeting was cancelled. She said the safety action plan kick off took place last week and was excited to begin the project.

She mentioned the Department of Government Efficiency sent a notice to the City and the City had complied with both inquiries.

She reminded everyone of the Backpack Giveaway, Community Center, Friday 9:30-11:30, and was grateful for the generosity especially from the Glassier.

CITY ATTORNEY'S REPORT

Ms. Goddeau stated there were new laws requiring some preemptions that would require review of the City's policies. She would get with Staff to ensure the City was in occurrence.

MAYOR AND CITY COUNCIL REPORT

Deputy Mayor Diaz: thanked Michele Thompson and Nicole King for a wonderful Ignite the Night event. She recognized the loss of Representative Joe Casello.

Councilmember Dugo: questioned the status of the church building on Jog Road. Ms. McCue had no update.

Mayor Shaw: announced Philip Konz, Fire Chief upcoming swearing-in event. He also invited the Council to attend the Principals Lunch on August 7, 2025, at Sabor Latino.

ADJOURNMENT

7:18PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: August 4, 2025

FROM: Carlos Cedeño, Director, Public Works Department

SUBJECT: **Resolution 2025-32**
Interlocal Agreement with Palm Beach County - Original Section Septic to Sewer Phase IV North - Execution of CDBG Grant Agreement

BACKGROUND

On March 14, 2025, the City of Greenacres applied to the Palm Beach County Department of Housing and Economic Development for a Community Development Block Grant (CDBG) for Fiscal Year 2025-2026. The project will construct gravity sewer line lines and services to homes along Broward Avenue from 10th Avenue North south to Biscayne Drive with a septic system currently serving 1,170 residential units. The estimated cost of Capital Improvement Project 305-193, *Original Section Septic to Sewer Phase IV North* is \$1,638,648.

ANALYSIS

To proceed with the project, the attached Agreement between Palm Beach County Department of Housing and Economic Development and the City of Greenacres needs to be approved by the Council. This agreement is similar to the previous CDBG agreements between Palm Beach County and the City of Greenacres. The agreement will become effective October 1, 2025.

FINANCIAL INFORMATION

The Agreement provides \$217,399 of the estimated \$1,638,648 construction cost of the project. The remaining portion of funds needed to complete the project has been budgeted in the FY 2025-2026 Capital Improvement Program budget.

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution FY 2025-2026 CDBG Agreement through the adoption of Resolution 2025-32.



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

Item # 5.

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)

RE: FY 2025-2026 CDBG Capital Improvement Agreement Date: 7/30/25

1. PRINT, SIGN AND RETURN: ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" X 11" ONLY, AND THREE (3) ORIGINALS OF EACH SIGNATURE AND CERTIFICATION PAGE, SIGNED WITH BLUE INK OR DIGITAL SIGNATURES WITH TIME & DATE STAMP.

2. SEAL: INCLUDE SEAL ON ALL (3) SIGNATURE PAGES PROVIDED.

3. CERTIFICATE OF INSURANCE: SEE INSURANCE REQUIREMENTS FOR (MUNICIPALITY/SUBRECIPIENT) AND PROVIDE CERTIFICATE:

- (a) INSURANCE COVERAGES MUST MEET THE INSURANCE REQUIREMENTS PER COUNTY RISK MANAGEMENT AS OUTLINED IN THE AGREEMENT.
- (b) SHOW CERTIFICATE HOLDER AS: "PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS", C/O DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT, 100 AUSTRALIAN AVE, 5TH FLOOR, WEST PAM BEACH, FL 33406"

4. SIGNATORY LETTER: A LETTER CERTIFYING THE INDIVIDUAL(S) AUTHORIZED TO SIGN THE AGREEMENT, ANY LETTERS TO COUNTY AND REIMBURSEMENT REQUESTS ON BEHALF OF YOUR ORGANIZATION, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION. (DISREGARD, IF ALREADY PROVIDED)

5. SOURCE OF AUTHORITY: THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.)

6. DONOT STAPLE DOCUMENTS. RETURN BY 9/5/2025 TO:

ATTN: TESSA WATTLEY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
100 AUSTRALIAN AVENUE, 5TH FLOOR
WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CAPITAL IMPROVEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
CITY OF GREENACRES

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **City of Greenacres**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **5800 Melaleuca Lane, Greenacres, FL 33463**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$217,399** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "**County**" means Palm Beach County.
- (B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.
- (D) "**Subrecipient**" means the **City of Greenacres**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "**DHED Approval**" means the written approval of the DHED Director or his designee.
- (F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.
- (H) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

- (I) **“Revenues”** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **“Project”** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit “A”, for which the County is providing CDBG funding.
- (K) **“County’s Urban County Program”** shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit “A”.

3. **TIME OF PERFORMANCE**

The County’s obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **December 31, 2026** (“Expiration Date”). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Capital Improvements

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit “A” and defined in 24 CFR 570.208(a)(1)(i).

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit “A”. In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$217,399**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County’s Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede.

In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement. The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A".

The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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, the 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.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director

Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney

County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Carlos Cedeño, Director of Public Works

City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

- (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

- (B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to

terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. **CDBG SPECIFIC REQUIREMENTS**

- A. **Compliance**: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. **Evaluation and Monitoring**: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20____.

(SUBRECIPIENT SEAL BELOW)

CITY OF GREENACRES

By: _____
Chuck Shaw, Mayor

By: _____
Quintella Moorer, City Clerk

By: _____
Andrea McCue, City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Carlos R. Serrano
Deputy Director

EXHIBIT "A"**CAPITAL IMPROVEMENT PROJECT**
SCOPE OF WORK

- A. PROJECT SCOPE:** The scope of work for **Original Section Sanitary Sewer Improvements Phase 4**, shall include, but not be limited to the continuation of a multi-phased sanitary sewer infrastructure North Lift Station project to replace existing septic systems with sewer services to properties within the City's Original Sewer Section. Phases 1, 2 and 3 have been completed and under Phase 4, the gravity sewer lines from the North lift station shall be constructed to provide replacement sewer service to the homes and businesses that are currently on septic systems, along Broward Ave, from 10th Avenue N. and south to Biscayne Drive, along with the restoration to roadway pavements, sidewalks, swales, landscaping, etc. Improvements typical of sewer system infrastructure type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located within **the City Right-of-Way along Broward Avenue, from 10th Avenue North and south to Biscayne Drive to connect the block sewer systems, within the City of Greenacres.**

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

The procurement process and contract award for all goods and services shall be in compliance with the City's Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting Low and Moderate Income Persons per 24 CFR 570.208(a)(1) - Area Benefit, for a period of not less than five (5) years after completion of project.

The project is located in a HUD entitlement City, and therefore, at least fifty-one percent (51%) of the beneficiaries of the CDBG-assisted facility must reside in the County's Urban County Program jurisdiction. The Urban County Program jurisdiction is defined as the unincorporated area of Palm Beach County and all municipalities within the corporate bounds of Palm Beach County, excluding the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Pahokee, Palm Beach Gardens, Wellington, and West Palm Beach.

- C. PROFESSIONAL SERVICES:** The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the **construction of Phase 4, infrastructure to replace septic systems with sewer gravity lines to service houses and business located along Broward Avenue, from 10th Avenue North and south to Biscayne Drive, within the City of Greenacres.**

Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

D. PROCUREMENT AND CONSTRUCTION

The procurement process and contract award for all goods and services shall be in compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event specifications for goods, services and or construction activities are required, the following shall apply:

NOTE: All construction work shall be included under one (1) contract. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

- a. **The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by Section 3 businesses, to meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).**
- b. **Prior to issue of the advertisement for bid, DHED may request that the Subrecipient submits to DHED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**
- c. **Following the bid process, the Subrecipient shall submit a copy of bid package to DHED including any addendums, documentation regarding any protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.**

d. Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.

(2) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that "approved equal" equipment or materials may be accepted, and
- (c) Identify the minimum requirements to establish equality.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project.

Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

E. FUNDS REIMBURSEMENT TO SUBRECIPIENT

The County agrees to disburse a total of **\$217,399** in Grant Funds, on a reimbursement basis to the Subrecipient for all budgeted costs outlined per Schedule "II" and permitted by Federal, State, and County guidelines.

The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall Subrecipient request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder.

The Subrecipient shall request reimbursements of funds from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED.

Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the person making the request. Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient must submit written request for 100% of CDBG reimbursement no later than the 'Final Reimbursement' date as specified below and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment, the Palm Beach County Finance Department shall make final reimbursement payment as stated.

F. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be as follows:

- | | |
|---|-------------------|
| (1) Award Construction Contract by: | March 31, 2026 |
| (2) Request 50% of CDBG funds from County by: | July 15, 2026 |
| (3) Complete CDBG funded Items and/or Construction by: | October 31, 2026 |
| (4) Request 100% of CDBG funds ("Final Reimbursement") by: | November 30, 2026 |
| (5) CDBG Capital Improvement Agreement Expiration Date: | December 31, 2026 |

If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised or amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Final Reimbursement Date for completion of the activities herein, and the Expiration Date of the Agreement, may be revised only by an Amendment to the Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

G. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

H. DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Davis-Bacon Act and Related Act requires that contractors and subcontractors must pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract. The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- (1) Compliance with applicable DBRA Wage Decisions(s) or salaries per trade.
- (2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
- (3) Contractor and sub-contractor debarment affidavits.
- (4) Obtaining contractor and subcontractor certified payrolls.
- (5) Review of certified payrolls and documentation related thereto.
- (6) Compliance actions for payroll related issues.
- (7) Employee/worker interviews and follow-up review of certified payrolls.
- (8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED. **DHED must approve release of retainage/final payment to Contractor.** The Subrecipient shall provide to DHED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Responsibilities', of this Agreement.

I. BUILD AMERICA BUY AMERICA ACT (BABAA)

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABAA), 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABAA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act, as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- (2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide all documentation related to the BABAA, as provided by DHED.**

J. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, seven (7) days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance

related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

- (1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
- (2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
- (3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
- (4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- (1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- (2) The service will meet Subrecipient's requirements or expectations.
- (3) Any stored data will be accurate or reliable.
- (4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations. Errors or defects will be corrected.
- (5) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

K. INSURANCE BY SUBRECIPIENT

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

If Subrecipient is not self-insured, Subrecipient shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured.

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

- (1) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

- (2) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

- (3) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of construction contract, the Subrecipient's Contractor shall provide to DHED, evidence of the following minimum insurance coverage:

- (1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **\$1,000,000** combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor include a Waiver of Subrogation against County.
 - (a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.
- (2) **Business Automobile Liability**: Insurance with minimum limits of **\$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- (4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars (\$1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs.

Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

- (5) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

- (6) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

- (7) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

- M. BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at [48 CFR subpart 2.1](#), which is adjusted periodically for inflation in accordance with [41 U.S.C. 1908](#), defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida.

The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

- N. CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment. **Subrecipient shall provide required documentation to DHED and receive approval for satisfaction of project requirements, prior to the Subrecipient releasing retainage/final payment to the Contractor.**

- O. REPORTS:** Upon request, the Subrecipient shall submit to DHED a **Project Report** in the form provided as Schedule "I" to this Agreement, and/or any other forms as may be determined to be required by DHED.

- P. USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such

use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- (a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - (b) The requirements of paragraph (2) of this section are met.
- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.
- (4) Upon DHED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by DHED.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

Q. HUD SECTION 3 REQUIREMENTS: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable to Section 3 Covered Projects as defined by HUD, in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects.

For purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, (excluding licensed professional services contracts) entered into after November 30, 2020.

- (1) **Section 3 Reporting Requirements:** All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (J): Required Use of the Labor Compliance Reporting System (LCRS).

- (i) **Additional Section 3 reporting requirements:** In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.
- (2) **Section 3 Clause:** The Subrecipient shall include the following, referred to as the “**Section 3 Clause**”, in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low- and very low-income persons, particularly those who are recipients of HUD assistance for housing. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects.

These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

- (ii) The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.
- (iii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
- (iv) Non-compliance with HUD’s regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

R. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD.

Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

S. COUNTY RESPONSIBILITIES

- (1) Provide funding for the above-specified improvements as described in the "Project Scope", during the term of this Agreement, in the amount of **\$217,399**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- (2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- (3) Provide technical assistance to the Subrecipient when requested, or as determined by DHED.
- (4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- (5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A" – Scope of Work, Section A. above:
 - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

SCHEDULE "I"

PROJECT REPORT

Reporting Period:	Month		Year	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)	
	\$0.00
50% benchmark	\$0.00
100% benchmark	\$0.00 <i>Total DHED Funding Amount</i>

B. Reimbursement/Disbursement/Payment/Draw Requests					
1. Enter information in the BLUE cells only.					
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.					
3. In Column D, enter the actual amount that was requested.					
A	B	C	D	E	F
Reporting Period	Cumulative Requirement per Agreement	Amount Requested per month (Projected)	Amount Requested per month (Actual)	Cumulative Reimb Request (Actual)	Funding Balance Remaining
Oct-25				0.00	0.00
Nov-25				0.00	0.00
Dec-25				0.00	0.00
Jan-26				0.00	0.00
Feb-26				0.00	0.00
Mar-26				0.00	0.00
Apr-26				0.00	0.00
May-26				0.00	0.00
Jun-26				0.00	0.00
Jul-26				0.00	0.00
Aug-26				0.00	0.00
Sep-26				0.00	0.00
Oct-26				0.00	0.00
Nov-26				0.00	0.00
Dec-26				0.00	0.00
Jan-27				0.00	0.00
TOTAL FUNDING			0.00	0.00	
<i>difference to total funding</i>		\$0.00	\$0.00		

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:				
Enter all funding sources for the project including non-DHED funds.				
Funding Source	\$ Budgeted	\$ Expended	Percentage Expended	Requested for Reimbursement
DHED Funds (Specify Program)	\$0.00	\$0.00		\$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	\$0.00	\$0.00		
D. Describe any changes in funding amounts or sources of funds.				
E. Performance Requirements				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				
Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				
F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.				
G. Report prepared by:				
Name:		Signature:		
Phone:				
Date:				

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

SCHEDULE "II"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM:	Asbestos Containing Building Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
FRSA:	Florida Roofing Sheet Metal and Air Conditioning Contractors Association
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety and Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
RFCI:	Resilient Floor Covering Institute
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

A. For Renovation Projects (projects which will be reoccupied):

- (a) Point counting must be conducted for all regulated asbestos containing materials (RACM) indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 - 1. Assume the material is greater than 1% and treat it as RACM, or
 - 2. Require verification by point counting
- (b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- (c) Joint compound shall be analyzed as a separate layer.
- (d) Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

B. For Demolition Projects:

- (a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 - 1. Assume the material is greater than 1% and treat it as RACM, or
 - 2. Require verification by point counting
- (b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- (c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.
- (d) Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. A copy of the completed survey will be forwarded to the Subrecipient and PBCAC.

III. ASBESTOS ABATEMENT**A. RENOVATION**

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by DHED prior to the removal, (such as asbestos containing roofs, transite pipe) The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED and the PBCAC:
 - 1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
 - 2. Pre and Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

- (e) Materials containing less than <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED and PBCAC prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to any demolition activities. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles ("transite"), etc.

NESHAP Category I non-friable materials, such as intact resilient floor tile and mastic and intact roofing materials, may be demolished with the structure, by implementing the proper engineering controls and using a demolition contractor. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DHED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from DHED and the PBCAC. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
 - 2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

- (f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DHED. DHED will provide a copy of these documents to PBCAC.
1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
 2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact."
 3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.
- (g) If materials are discovered that are suspected asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.

For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal. The Subrecipient shall provide a copy of the asbestos report to the renovation Contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP notification form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any projects scheduled to be demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP notification form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. DHED shall provide a copy to the PBCAC. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street, Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is not all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.

3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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SCHEDULE "III"
POBABLE CONSTRUCTION COST AND PROJECT BUDGET (Page 42)

ORGANIZATION: City of Greenacres					CONTACT NAME: Carlos Cedeno					
PROGRAM: CAPITAL IMPROVEMENTS - Original Section Sewer PH 4 (Septic to Sewer)					TITLE: Director of Public Works					
					PHONE: 561-642-2074					
A. CAPITAL IMPROVEMENTS										
				Page 42						
No.	Deliverables		Quantity	Cost	City of Greenacres Funding	% Alloc to Program	PB County CDBG Funding	% Alloc to Program	TOTAL	
1	Mobilization		1	\$ 54,665.97	\$0.00	0%	\$54,666	100%	\$54,666	
2	Maintenance of Traffic		1	\$ 27,332.98	\$0.00	0%	\$27,333	100%	\$27,333	
3	Demolition of Pavement (Concrete or Asphalt)		6272	\$ 94,077.50	\$0.00	0%	\$94,078	100%	\$94,078	
4	Furnish and Install 12" Stabilized Subgrade LBR 40		6272	\$ 125,436.67	\$125,436.67	100%	\$0		\$125,437	
5	Furnish and Install 8" Limerock Base LBR 100		6272	\$ 188,155.00	\$188,155.00	100%	\$0	0%	\$188,155	
6	Furnish and Install 2" Type SP-9.5 Asphaltic Concrete Surface (2 -1" Lifts)		6272	\$ 250,880.00	\$250,880.00	100%	\$0	0%	\$250,880	
7	Furnish and Install Curb Ramp Per FDOT Index 304 (Including Detectable Surface Warning)		4	\$ 2,800.00	\$0.00	0%	\$2,800	0%	\$2,800	
8	Furnish and Install Concrete Sidewalk (4")		200	\$ 12,000.00	\$0.00	0%	\$12,000	0%	\$12,000	
9	Furnish and Install Concrete Sidewalk (6" Thick 3,000 PSI) Includes Compacted Subgrade		500	\$ 35,000.00	\$35,000.00	100%	\$0	0%	\$35,000	
10	Furnish and Install Maintenance Access Structure (Manhole 6'-8')		4	\$ 40,000.00	\$40,000.00	100%	\$0	0%	\$40,000	
11	Furnish and Install Maintenance Access Structure (Manhole 8'-10')		2	\$ 40,000.00	\$40,000.00	100%	\$0	0%	\$40,000	
12	Furnish and Install Maintenance Access Structure (Manhole 10'-12')		0	\$ -	\$0.00	0%	\$0	0%	\$0	
13	Furnish and Install 8" SDR 26 Gravity Sewer (6'-8')		1092	\$ 273,000.00	\$273,000.00	100%	\$0	0%	\$273,000	
14	Furnish and Install 8" SDR 26 Gravity Sewer (8'-10')		655	\$ 196,500.00	\$196,500.00	100%	\$0	0%	\$196,500	
15	Bahia Sod Restoration		600	\$ 4,800.00	\$0.00	0%	\$4,800	100%	\$4,800	
16	Stakeout and Asbuilts		1	\$ 15,000.00	\$0.00	0%	\$15,000	100%	\$15,000	
17	Testing		1	\$ 9,000.00	\$2,277.45	25%	\$6,723	75%	\$9,000	
18	Conflict Allowance		1	\$ 30,000.00	\$30,000.00	100%	\$0	0%	\$30,000	
19	Dewatering and Dewatering Permitting		1	\$ 50,000.00	\$50,000.00	100%	\$0	0%	\$50,000	
20	8" DIP Water Main (If Required) For Deflection Below Proposed Sewer Seivces		600	\$ 90,000.00	\$90,000.00	100%	\$0	0%	\$90,000	
21	6" PVC Sewer Seivces and Clean Outs		1	\$ 40,000.00	\$40,000.00	100%	\$0	0%	\$40,000	
22	8" Water Main Line Stops (If Required)		4	\$ 60,000.00	\$60,000.00	100%	\$0	0%	\$60,000	
									\$0	
				Total Construction Cost Estimate	\$ 1,638,648.12	\$1,421,249	87%	\$217,399	13%	\$1,638,648
				TOTAL PROGRAM BUDGET		\$1,421,249		\$217,399		\$1,638,648

EXHIBIT "B"**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor's commitments..

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), [42 U.S.C. 6962](#), as implemented at [40 CFR part 247](#) and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE)

code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in [§ 91.520 of this title](#), in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use.

This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

- 1.** This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- 2.** The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.** This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
- 4.** The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **City of Greenacres**

ADDRESS: **5800 Melaleuca Lane, Greenacres, FL 33463**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Andrea McCue, City Manager

Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, **City of Greenacres**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Andrea McCue, City Manager

Date

RESOLUTION NO. 2025-32

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE FISCAL YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR PHASE IV LIFT STATION ORIGINAL SECTION SEWER PROJECT; AND PROVIDING FOR REPEALS OF CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City entered into an Interlocal Agreement with Palm Beach County on June 5, 2017 for the Community Development Block Grant (CDBG) program to qualify for appropriations in Fiscal Years 2021, 2022, 2023, 2024 and 2025; and

WHEREAS, on March 14, 2025, the City of Greenacres applied to the Palm Beach County Department of Housing and Economic Development (DHED) for a Community Development Block Grant for Fiscal Year 2025-2026 with the proposed project to construct gravity sewer lines for residences in the Original Section along Broward Avenue from 10th Ave N south to Biscayne Drive in order to replace a septic system currently serving 1,170 residential units (Phase IV Lift Station Original Section Sewer Project); and

WHEREAS, the City has determined there is a need for the Phase IV Lift Station Original Section Sewer Project as it will provide sanitary sewer service to properties within the City's Original Section and enhance water quality standards for such residents; and

WHEREAS, the Council has previously approved **\$890,000** in Utilities Fund monies in the FY 2025 midyear budget for the Phase IV Lift Station Original Section Sewer Project; and

WHEREAS, these improvements will benefit the residents of the established Community Development Block Grant "Target Area", as well as the residents of surrounding areas of the City; and,

WHEREAS, the City Council of the City of Greenacres finds approving the Community Development Block Grant for Fiscal Year 2025-2026 to assist in funding the Phase IV Lift Station Original Section Sewer Project serves a valid public purpose.

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

SECTION 1. The City Council approves the FY 2025-2026 Community Development Block Grant (CDBG) Funding Agreement for the Phase IV Lift Station Original Section Sewer Project attached hereto as Exhibit "A".

SECTION 2. That the appropriate City officials are hereby authorized to execute all necessary documents required to effectuate the terms of the Funding Agreement.

SECTION 3. All resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall be effective October 1, 2025.

RESOLVED AND ADOPTED this 4th of day of August 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

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

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



ITEM SUMMARY

MEETING DATE: August 4, 2025

FROM: Andrea McCue, City Manager

SUBJECT: Planning and Zoning Board of Appeals Appointment – Aldo Cardenas

BACKGROUND

Pursuant to Ordinance 2021-16 which established a Planning and Zoning Board of Appeals (PZBA) to review and make recommendations to City Council for annexations, rezoning, special exceptions, site plans, site plan amendments, and zoning text amendments. The PZBA has seven (7) members appointed and approved by the City Council. The membership is comprised of five (5) regular members and two (2) alternate members. Each member serves a three (3) year terms.

ANALYSIS

There is currently one (1) vacant alternate position on the Planning and Zoning Board of Appeals as of July 2025. Aldo Cardenas is a resident of Greenacres, and has experience in Third Federal Savings, Loan Community Development Outreach and Training. He has expressed an interest in serving a three (3) year term.

FINANCIAL INFORMATION

N/A

LEGAL

The appointment procedure is in compliance with City Codes.

STAFF RECOMMENDATION

Staff recommends appointing Mr. Cardenas to serve a three-year term as an Alternate Member of the Planning and Zoning Board of Appeals.



**CITY OF GREENACRES
BOARD AND COMMITTEE SERVICE APPLICATION**

NAME: Aldo F. Cardenas PHONE: 561-310-6860

ADDRESS: 2151 White Pine cir unit C

CITY, STATE & ZIP: Green Acres FL 33415

EMAIL ADDRESS: Cardenas.aldo@gmail.com

EMPLOYER NAME: Third Federal Savings & Loan OCCUPATION: Community development
outreach and training

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 resume

Do you currently hold any City office? ☐ Yes ☒ No

Do you own a business within the City? ☐ Yes ☒ No If yes, which one? _____

On which Board or Committee are you interested in serving?

- ☐ Board of Trustees – PSO & Firefighters
Retirement
☐ Charter Review Committee
☐ Scholarship Committee

- ☐ Building Board of Adjustments & Appeals
☒ Planning and Zoning Board of Appeals/Local
Planning Agency

Applicant Signature: Aldo Cardenas Date: 07/29/2025

Nominated By: Susy Diaz, Deputy Mayor

Aldo Cardenas
West Palm Beach, FL
561.310.6860
Cardenas.aldo@gmail.com

Experience

Third Federal Savings and Loan Community Dev. Outreach and Training 06/2024 - Present

- Foster community development through partnerships with local organizations and HUD certified counseling agencies, promoting awareness of Community Development products programs and mortgage products. Represented Third Federal at outreach events and seminars, while supporting CRA initiatives and special projects. Collaborated with branch teams to train associates on CRA programs, guidelines and strengthen referral pipelines. Actively contributed to business and community development meetings to share insights and promote CRA engagement.

Third Federal Savings and Loan Business Developer 04/2018 - 06/30/2024

- Promote and grow Third Federal brand and lending business by retaining and expanding relationships through our real estate professionals' network.
- Involvement in community development and reinvestment initiatives.
- Committee member of the Affiliate Member and outreach committees with the Broward, Palm Beaches & St. Lucie Realtors association.
- Manage an active loan pipeline, attend round table closings. Assist branch operation as needed (i.e.) Opening branch, manage sales leads for branch associates, assist with customer service, associate support, open accounts, and management-oriented details when branch manager is unavailable.

Third Federal Savings and Loan Loan Administrator IV 07/2014-03/2018

- Generate and manage incoming sales leads on Leadgen system
- Sales/frontend residential lending, Mortgages, credit lines, checking, savings, retirement and additional account services.
- Maintain borrowers updated of the overall process on a weekly basis, request supporting documentation needed, schedule appraisal/closings.
- Focus on CRA lending, First time homebuyer, DPA programs.

Digital Risk Loan Processor 10/12- 09/13

- Satisfy all loan conditions set for conditional loan approval:
- Order commitment title and review proper vesting, liens or judgments. Review credit report, request credit supplements on specific trade lines.
- Review applicants employment, assets, Income & tax returns.
- Maintain borrowers updated of the overall process on a weekly basis, request supporting documentation needed, schedule appraisal/closings

Bank of America Personal Banker 04/04-11/10

- Quarterly/Annually achievement goals awarded. Results oriented: Solution, resolution, execution within residential lending, credit lines, checking, savings, retirement and additional account services.
- Input Mortgage loan applications such as Purchase, Refinance, cash out Refinance and home equity lines of credit.

- Allocation and verification of documentation; all materials delivered i.e.: credit reports, debt to income ratio, loan to values, home inspection, insurance (all but not limited to clauses), purchase contracts, title search, submission to underwriting.

Education

- Palm Beach State College Associate of Arts Degree 12/2015

Personal

- Fluently Bilingual: English and Spanish, MS Office: Word, Power Point, Excel

Professional affiliations:

2025- YPN committee Vice-Chair Palm Beach County
2024-YPN Committee member Rworld Palm Beach County
2023-Present: Affiliate Committee member Rworld Palm Beach County
2019-2022 Outreach committee Member Rworld Palm Beach County
2019 NAHREP Palm Beach County Board Member / Government Affairs Director
2018 Events committee member of Urban league of Palm Beach County.



ITEM SUMMARY

MEETING DATE: August 4, 2025

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

SUBJECT: **Ordinance 2025-10 – ZTA-25-05 – Second Reading**
Sign Regulations and Master Sign Plan

BACKGROUND

The City-initiated request for a Zoning Text Amendment (ZTA) has been brought forth to move sign criteria for Planned Commercial Developments (PCD) to Article VI, and to update, clarify, and refine the existing regulations related to signage, Master Sign Plans (MSP), and nonconforming signs.

ANALYSIS

The Zoning Text Amendment (ZTA) focuses on enhancing the functionality and visual quality of signs in order to promote harmonious, well integrated signs and preserve the City's visual character while supporting current and future development. Specifically, the amendment enhances and refines the existing regulations related to signage; revises the Master Sign Plan (MSP) requirements and procedures; and removes the signage criteria for Planned Commercial Development (PCD) from Section 16-921, Article V, Specific Developments to Article IV, Sign Regulations for clarity.

The amendment is designed to reflect current trends and address community needs regarding sign usage, ensuring that all modifications are consistent with applicable State and Federal standards influenced by significant legal precedents. It adds on to the recent sign amendments to provide for further clarity of the applicable standards and enhance safety. Further the amendment supports the goals, objectives, and policies of the City's Comprehensive Plan, particularly those aimed at fostering balanced, sustainable, and long-term growth. The City Council voted four (4) to zero (0) to recommend approval of Zoning Text Amendment ZTA-25-05 on first reading July 21, 2025.

FINANCIAL INFORMATION

N/A.

LEGAL

Ordinance 2025-10 was prepared in accordance with all applicable state statutes and City Code Requirements and has been reviewed for legal sufficiency.

STAFF RECOMMENDATION

Approval of ZTA 25-05 through Ordinance 2025-10.

ZTA-25-05 (Ordinance 2025-10)
Date: June 12, 2025 (PZB)

Revised: 06/12/2025
07/21/2025

	DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION
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I. Project Description:

Applicant: City of Greenacres

Request: City-initiated Zoning Text Amendment (ZTA) to move sign criteria for Planned Commercial Developments (PCD) from Article V to Article VI, and to update, clarify, and refine the existing regulations related to signage, Master Sign Plans (MSP), and nonconforming signs.

Project Manager: Gionni Gallier, Assistant Director of Development & Neighborhood Services

II. Overview of Proposed Zoning Code Amendments:

- **Chapter 16**
 - **Article I, In General**
 - **Definitions (Section 16-1)**
 - Revised definition of *Outparcel* to clarify its function as subordinate parcel that relies on a larger parcel for access, parking, or drainage.
 - Added a new definition for *Spine Road*, which shall mean a main internal roadway, not dedicated as a public right-of-way, which provides a primary circulation route throughout a development site.
 - **Article V, Specific Developments**
 - **Planned Commercial Development – Signs (Section 16-921)**
 - The signage criteria for Planned Commercial Developments (PCD) have been moved from Article V, Specific Developments to Article IV, Sign Regulations for consistency and a centralized reference. The section is now designated as *Reserved*.
 - **Article VI, Sign Regulations**
 - **Amortization of Non-conformities (Section 16-942)**
 - Revising the trigger for nonconforming signs and added exemptions for monument signs that are only nonconforming due to height and are not subject to amortization unless triggered by certain thresholds for redevelopment such as Special Exception, Major Site Plan Amendment, or work exceeding 25% of the structure value.
 - **Master Sign Plan (Division 3)**
 - **Master Sign Plan Required (Section 16-959)**
 - Added a purpose for the *Master Sign Plan (MSP)*, which serves as the governing document for reviewing all sign permit applications within a designated development to ensure the signs are harmonious and aesthetically compatible with the site's architecture.
 - Clarified developments with signage criteria approved prior to September 28, 2022, as the equivalent to an approved MSP.

- **Master Sign Plan Approval Process (Section 16-960)**
 - Clarified the MSP requirement to provide comprehensive set of standards and details for all signs in the context of the specific development to include outparcels to be and/or developed sharing common driveways and parking.
 - Reorganized the Master Sign Plan Approval Process for clarity and to include criteria and conditional approval.
- **Master Sign Plan Waivers (Section 16-961)**
 - Renamed Administrative Variance to Waivers, since it may not be administrative and it more accurately reflects the flexibility provided.
 - Clarifies the evaluation criteria for waivers, strengthens required findings for approval, including to recognize unique architectural features and context of site conditions and confirming it cannot authorize prohibited sign types.
- **Amendment (Section 16-962)**
 - Revised Master Sign Program to reflect Master Sign Plan (MSP) for consistency throughout the Code.
 - Revised referenced section 16.961(d) for *Approval Criteria* to reflect the correct section (16-960(b)) for clarity and consistency throughout the Code.
- **Sign Regulation by Zoning District (Division 5)**
 - **Identification signs (Section 16-982)**
 - Added an allowance for a multi-tenant property to have a monument sign up to 15ft in height.
 - Added allowance for additional wall sign for unique conditions not directly facing the frontage but located along a spine road or parking lot, not considered frontage. This additional sign is limited to 25% of what the maximum size would be calculated to be based on the code calculation for wall signs.

III. Staff Analysis:

Background:

This City-initiated Zoning Text Amendment, proposed by the Development and Neighborhood Services Department, modifies the sign regulations in Chapter 16. The amendment is intended to improve the functionality and aesthetic quality of signage across the city while supporting redevelopment, placemaking, and commercial visibility. It also simplifies the Code by consolidating all sign regulations into Article VI, streamlining the review process for staff and applicants. Key changes include refining the existing sign regulations; updated procedures and criteria for Master Sign Plans (MSPs) and administrative variances; and the relocation of signage standards for Planned Commercial Developments (PCDs) from Section 16-921, Article V, Specific Developments to Article VI, Sign Regulations for organization and clarity.

The amendment is intended to reflect current design trends and address evolving community needs related to signage, ensuring consistency with applicable State and Federal regulations, including precedents concerning content-neutral standards. Building on recent updates to the sign code, this amendment further clarifies applicable standards, enhances safety, and reinforces the goals, objectives, and policies of the City's Comprehensive Plan aimed at fostering balanced, sustainable, and long-term growth.

Development Review Committee Staff Comments:

The proposed Zoning Text Amendment was reviewed and recommended for approval by the Development Review Committee.

IV. Zoning Text Amendment Criteria:

A. *The need and justification for these changes:*

The proposed Zoning Text Amendment is necessary to better align the City's sign regulations with current design standards, legal requirements, and development practices. Specifically, the amendment enhances and modernizes the existing regulations related to signage, Master Sign Plans, and nonconforming signs to ensure that signage is both functional and visually appealing, supporting the City's economic growth while preserving its visual character. This amendment complies with the requirements of applicable State and Federal Law.

B. *The relationship of the proposed amendments to the purpose and objectives of the City's Comprehensive Plan, and whether the proposed change will further the purposes of the City's Zoning Code regulations and other City codes, regulations and actions designed to implement the Comprehensive Plan.*

The proposed amendments are consistent with the City's Comprehensive Plan and will further the purpose of the City's Code of Ordinances. Moreover, the amendment contributes to the effectiveness of the City's Zoning Code by improving clarity, accessibility, and enforceability.

V. Staff Recommendation:

Approval of ZTA-25-05 through the adoption of Ordinance 2025-10.

PLANNING & ZONING BOARD– June 12, 2025

The Planning and Zoning Board of Appeals on a motion made by Board Member Robarts and seconded by Board Member Hayes, by a vote of four (4) to zero (0) recommended approval of Zoning Text Amendment **ZTA-25-05** (*Chapter 16 Master Sign Plan and Signage*) as presented by staff.

CITY COUNCIL ACTION First Reading – July 21, 2025

The City Council on a motion made by Councilmember Noble and seconded by Councilmember Dugo, by a vote of four (4) to zero (0) recommended approval of Zoning Text Amendment **ZTA-25-05** (*Chapter 16 Master Sign Plan and Signage*) through Ordinance 2025-10 on first reading as presented by staff.

CITY COUNCIL ACTION Adoption Hearing – August 4, 2025

Attachments:

1. Ordinance 2025-10

ORDINANCE NO. 2025-10

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 16, AT ARTICLE I, IN GENERAL; ZONING REGULATIONS, ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS; ARTICLE V, SPECIFIC DEVELOPMENTS; ARTICLE VI, SIGN REGULATIONS; ARTICLE IX, NONCONFORMING USES, STRUCTURES, BUILDINGS, LOTS, SIGNS, ETC.; TO MOVE SIGN CRITERIA FOR PLANNED COMMERCIAL DEVELOPMENTS TO ARTICLE VI; TO REVISE THE PROVISIONS RELATED TO SIGN PERMITS, MASTER SIGN PLANS, AND NONCONFORMING SIGNS; AND OTHER SIGNS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Greenacres City Council, as the governing body of the City of Greenacres (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);

WHEREAS, the City Council finds that this Ordinance is necessary for the preservation of the public health, safety and welfare of the City’s residents;

WHEREAS, the City Council finds it periodically necessary to amend its Land Development Regulations to ensure consistency with the City’s goals, enhance regulatory clarity, and accommodate evolving community needs; 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 OF COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. Chapter 16, Zoning Regulations, Article I, In General, Division 1, of the City of Greenacres Code of Ordinances is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough; additions between

Ordinance No. 2025-10 | Sign Regulations and Master Sign Plan

first and second reading are indicated by double underline, and deletions between first and second reading are indicated by double strikethrough):

Section 16-1. Definitions.

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

[The following definitions shall be placed within the list of definitions in alphabetical order. All other text to remain as-is and are omitted for brevity.]

Outparcel shall mean a tract ~~parcel~~ of land of any size or dimension, which is not included in a land development proposal or site plan and is specifically indicated as such on the proposal or plan subordinate to a larger parcel for access, parking, or drainage purposes, generally located on the perimeter of such. An outparcel may or may not be under the same ownership as the main parcel.

Spine Road shall mean a main internal roadway, not dedicated as a public right-of-way, designed to serve as the primary circulation route that provides continuous access throughout a development site, connecting multiple lots, uses, or buildings, and facilitating access to and from public streets, as depicted on the approved plan.

SECTION 2. Chapter 16, Zoning Regulations, Article IV Supplementary District Regulations, Division 8, of the City of Greenacres Code of Ordinances is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

[Sections 16-740 through 16-751 have been omitted for brevity.]

Section 16-752. – Reserved. ~~Home Occupation Sign.~~

~~The Home occupation signs shall be erected as a wall sign that is parallel to the frontage street. There shall be a maximum of one (1) home occupation sign per dwelling. The maximum size of such sign shall be one (1) square foot in copy area.~~

[Sections 16-753 through 16-756 have been omitted for brevity.]

SECTION 3. Chapter 16, Zoning Regulations, Article V Specific Developments, Division 9, of the City of Greenacres Code of Ordinances is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

[Sections 16-912 through 16-920 have been omitted for brevity.]

Section 16-921. ReservedSigns.

~~Signage for a PCD shall be permitted based on the standards of the underlying commercial zoning district for the site as a whole as outlined in sections 16-1146 and 16-1171 et. seq.~~

~~(1) Free-standing identification sign:~~

- ~~(a) There shall be a maximum of one (1) free-standing sign per PCD which identifies the development and its tenants, unless that development has frontage on two or more major arterial or collector roadways, whereby two (2) free-standing signs may be permitted.~~
- ~~(b) Free-standing signs shall not exceed a height of five (5) percent of the lineal frontage of the PCD, not to exceed thirty (30) feet.~~
- ~~(c) Free-standing signs shall not exceed a copy area of thirty (30) percent of the lineal frontage, with a maximum copy area of four hundred (400) feet. In addition, for every one (1) foot in excess of the minimum front and/or side corner yard setback, one-half (½) foot of copy area shall be computed onto the maximum allowable copy area not to exceed the maximum copy area of four hundred (400) square feet.~~
- ~~(d) Free-standing signs shall be set back a minimum of five (5) feet from all property lines.~~
- ~~(e) Free-standing signs shall include the street addresses as part of the copy area. The copy area of the lettering shall be a minimum of two (2) square feet that will include a range of all street addresses within the PCD.~~

~~(2) Building identification sign:~~

- ~~(a) Each use or structure within a PCD shall be permitted one (1) building sign unless the PCD has frontage on two streets, then each use or structure shall be permitted two (2) building signs, with one (1) sign for each frontage.~~
- ~~(b) Each building sign shall not exceed one and one-half (1½) times the lineal front frontage of the building with a maximum of two hundred and forty (240) square feet.~~

~~(3) Directory sign:~~

- ~~(a) There shall be a maximum of one (1) sign per major access way into the PCD with a maximum of sixteen (16) square foot of copy area each.~~
- ~~(b) Directory signs may be erected as either wall sign or a ground sign.~~
- ~~(c) No directory signs shall exceed six (6) feet in height.~~
- ~~(d) Directory signs shall maintain minimum twenty (20) feet front and ten (10) feet side setbacks.~~

[Sections 16-922 through 16-930 have been omitted for brevity.]

SECTION 4. Chapter 16, Zoning Regulations, Article VI Sign Regulations, Division 1, of the City of Greenacres Code of Ordinances is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

[Sections 16-931 through 16-932 has been omitted for brevity.]

[The following definition shall be placed within the list of definitions in alphabetical order. All other text to remain as-is and are omitted for brevity.]

Automatic teller machine (ATM) sign. A sign typically integrated into the design of an ATM, identifying the business name, logo, and/or services.

[Section 16-934 has been omitted for brevity.]

Section 16-935. Prohibited signs.

It shall be a violation of this chapter to construct, install, place, or maintain the following signs or advertising structures in this city, unless otherwise approved by the city:

[Sections 16-935(1) through 16-935(27) have been omitted for brevity.]

~~(28)~~ Electronic changeable copy signs, with the exception of the following, which may be displayed as set forth in this article:

- ~~a.~~ Time and temperature signs as allowed in section 16-983(b)(4);
- ~~b.~~ Gas station price signs as allowed in section 16-983(b)(5);
- ~~c.~~ Freestanding signs as allowed for government uses in section 16-983(b)(56);
- ~~d.~~ Menu board signs as allowed in section 16-994.

~~(29)~~(28) Copycat signs.

~~(30)~~(29) Awning signs.

~~(31)~~(30) Trademarked signs or brand signs that do not meet the requirements of this article.

~~(32)~~(31) Any sign not specifically permitted herein.

[Sections 16-936 through 16-941 have been omitted for brevity.]

Section 16-942. Amortization of non-conformities.

Except as provided in paragraph (c) below, all non-conforming signs shall be brought into compliance within five (5) years, as follows:

- (a) Legally existing signs that become non-conforming as of the effective date of this ordinance shall maintain legally non-conforming status for a period of five (5) years from the effective date of this ordinance, with exceptions as herein contained. At the end of the five (5) year period, all signs not in compliance shall become illegal signs. It shall be ~~unlawful~~ a violation of this Code for any sign owner ~~not to fail to comply~~ be in compliance with the following amortization provisions, with exceptions as herein contained.
- (b) Within two (2) years of the effective date of this Ordinance, all owners of legally nonconforming signs are required to prepare and submit to the city a proposed master sign plan in accordance to regulations herein.

- (c) Within three (3) years of the effective date of this ordinance, all owners of legally nonconforming signs are required to have an approved master sign plan in compliance with this schedule. The master sign plan shall address the amortization of nonconforming signs according to the time frames provided herein. The approval of the master sign plan shall not extend the amortization period.
- (d) Within five (5) years of the effective date of this ordinance, all legally nonconforming signs and their supporting structures shall be altered, and/or removed from the property.
- (e) *Special amortization requirements for temporary signs, billboards.*
 - (1) *Temporary signs.* All legally existing temporary signs shall be in compliance with the provisions of this schedule within ninety (90) days of the effective date of this ordinance.
 - (2) *Billboards.* The amortization period shall not apply to billboard signs that were lawfully constructed prior to the date of adoption of this Code. These signs shall be permitted as legally nonconforming signs. Said signs shall be subject to below provisions regarding maintenance and repair of nonconforming signs.
- (f) *Annexation.* All nonconforming signs or sign structures within an area annexed into the city after the effective date of the ordinance which do not conform to city code shall, within five (5) years of the effective date of annexation, be removed or rebuilt into a conforming configuration in the event of any renovation, remodeling, or reconstruction of an existing building or site requiring a special exception, Major Site Plan Amendment, or where the value of the construction work is equal to or more than twenty-five (25) percent of the value of the building as indicated by the Palm Beach County Property Appraiser.
- (g) *Unpermitted signs.* Any sign for which a required sign permit is not obtained shall be deemed an illegal sign and subject to immediate removal. Such sign shall not be afforded non-conforming status.
- (h) *Exception for certain legally nonconforming monument signs.* A monument sign that was legally permitted and is nonconforming solely due to height shall not be considered a nonconforming sign for purposes of this article as it relates to amortization, and may remain, provided it is maintained in accordance with the provisions of this article. However, if there is any renovation, remodeling, or reconstruction of the existing building or site requiring a Special Exception, Major Site Plan Amendment, or where the value of the construction work is equal to or greater than twenty-five percent (25%) of the value of the building or site, as indicated by the Palm Beach County Property Appraiser. At such time, the monument sign shall be brought into compliance with all applicable sign regulations.

[Sections 16-943 through 16-946 have been omitted for brevity.]

SECTION 5. Chapter 16, Zoning Regulations, Article VI Sign Regulations, Division 3, of the City of Greenacres Code of Ordinances is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

Section 16-959. Master sign plan required.

- (a) Purpose. The Master Sign Plan (MSP) serves as the governing document for reviewing all sign permit applications within a designated development. The MSP shall establish specifications for sign types, colors, materials, placement, and other design elements to ensure that all signs are harmonious and aesthetically compatible with the site's architecture. All signs must comply with the approved MSP and the applicable signage requirements in this chapter.
- ~~(b)~~(a) Applicability. All ~~commercial centers and plazas,~~non-residential multi-tenant buildings, and planned commercial or residential developments, to include all outparcels sharing common driveways or parking located within the city are required to submit and obtain approval for a master sign plan:
- (1) The approval of a master sign plan by the city shall be MSP is required prior to the issuance of a sign building permit to install, alter, construct, ~~construct~~, post, paint, maintain, or relocate any sign. All proposed signs or sign modifications shall comply with the approved MSP. Anything not specifically addressed in an approved MSP will revert to the city sign code.
- ~~(b) Sign plan compliance Whenever a sign owner desires to replace, alter, relocate a sign on a property, and/or perform sign repair and maintenance that is not in compliance with regulations governing same as specified in this section herein, a master sign plan in accordance with the provisions of this section shall be prepared and submitted. Upon approval of the master sign plan under this compliance provision, signs approved on the master sign plan shall be brought into compliance in accordance to the amortization schedule specified herein.~~
- (c) Existing developments. Signage criteria for developments approved prior to September 28, 2022, shall have the same force and effect as an approved MSP. Any request to amend the existing signage criteria will be processed as an application for an amended MSP. ~~Multi-tenant sign plan compliance.~~ When a master sign plan is required for a multi-tenant development, and an individual sign owner(s) seeks a sign permit for any type of permanent sign, the property owner shall file a master sign plan with the city in accordance to the provisions set forth in this section within sixty (60) days of the effective date of this ordinance sign permit being filed. Failure to file such a master sign plan within the prescribed time frame shall be a violation of this section by the property owner. Sign permits may be withheld until a master sign plan is submitted and approved.

Section 16-960. Master sign plan approval process.

- (a) Approval. A written application for a master sign plan (MSP) shall be submitted on forms provided by the ~~dDevelopment and nNeighborhood sServices~~ department. The application shall be signed by the property owner and the applicant, shall

include agent authorization for the applicant to represent the owner and shall include the application fee as established by the city council. It shall be the applicant's burden of proof to satisfy all applicable requirements for the proposed request.

- (b) ~~The development and neighborhood services department shall review the application. Once deemed complete, the application shall be reviewed by the development and neighborhood services department which may solicit comments from members of the Development Review Committee (DRC). Upon completion of the departmental review, the application will be scheduled for consideration by the City Council, where it will be subject to approval, approval with conditions, or denial. scheduled for the next available by the development review committee (DRC) meeting. The DRC shall provide consider each application and provide comments, if applicable. Once all comments have been adequately addressed the petition, a memorandum shall be prepared explaining the request and containing any conditions of approval. It shall be signed by the development and neighborhood services director or his/her designee to indicate official approval and the memorandum and supporting documents placed into the property's file.~~
- (c)(b) Master Ssign plan requirementsed elements. The master sign planMSP shall provide a comprehensive set of standards and details for all signs within the development-include all signs to be installed within the property, including any out parcels to be and/or developed sharing common driveways and parking, and shall indicate, but not limited to, the following:
- (1) Site plan and elevations depicting the proposed Llocation/placement of all monument signs, freestanding directional/information signs, and wall signs, and window signs, including, but not limited to, These plans must include setback dimensions from property lines, spacing between signs, and any other relevant placement considerationsete.;
 - (2) Details of all proposed signs, including Size of each sign, indicating, but not limited to the maximum sizesign area, height, dimensions, and area, including identification of changeable copy areas. For signs accommodating multiple occupants, the amount of sign area allocated for each occupant shall be indicated.
 - (3) Standards for the use of registered Sign copy for each sign, including, but not limited to, logos, trademarks, etc. or similar elements, as applicable;
 - (4) Type of sign, including, but not limited to, the type of lettering i.e. channel letters or cabinet style, color, materials, changeable copy area, etc. of such signs, as applicable;
 - (5) Type and manner of illumination, must be specified, if applicableany.;
 - (6) Landscape plans indicating plant material and ground cover.; and
 - (7) Such additional data, plans, or statements may be required by city officials or as listed on the applicable checklist.

Section 16-961. Master sign plan criteria.

(c) Master sign plan criteria. In reviewing the master sign plan (MSP), ~~the zoning administrator shall determine if the following criteria shall have been met:~~

- ~~(a)(1)~~ The proposed signage ~~for the project~~ is in keeping with the overall architecture and character of the building development;
- ~~(b)(2)~~ The proposed signage ~~for the project~~ is designed to meet the directional needs of the project for development, including communication, identification, wayfinding, regulatory, and informational messages in keeping with the overall architectural theme of the development or project;
- ~~(c)(3)~~ The proposed signage ~~proposed~~ is legible, conspicuous, and easily readable;
- ~~(d)(4)~~ The visibility and impact of the type of sign, number of signs, design, size, method of, construction, illumination and location of the proposed signs are in compliance with the minimum standards of this section, and does not adversely impact adjoining properties, or create a hazard of health risk; and
- ~~(e)(5)~~ The proposed signage is consistent ~~and not in conflict~~ with the intent and interests of the City of Greenacres, as stated in the policy adopting this Code.

(d) Conditional approval. In approving a MSP, the approving authority may impose reasonable conditions related to design, materials, locations, placements, orientations, and sign specifications; provided such conditions are consistent with the purpose and criteria of this section, and focus on time, place, and manner, and does not attempt to regulate sign content.

Section 16-9612. Master Sign Plan Waiver~~Administrative variances from master sign plan requirements.~~

- (a) In approving a master sign plan, the ~~zoning administrator~~approving authority may authorize ~~limited administrative variances~~ waivers from applicable Code of Ordinance provisions as follows:
 - (1) ~~An increase in t~~The maximum sign height may be increased up to twenty (20) percent of above the permitted height for the zoning district the property is located;
 - (2) An increase of up to twenty-five (25) percent in the number of signs allowed;
 - (3) Reasonable modification of the location of signs to accommodate unusual lot configurations or site conditions;
 - (4) Inclusion of multiple multi-tenant signs; wall signs; ~~pylon signs~~; and monument signs; and
 - (5) ~~An increase in t~~The maximum sign area may be increased up no greater tohan twenty (20) percent of above the permitted sign copy area for the zoning district the property is located, except as set forth in subsection 16-192(6); and

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- (6) An increase in the maximum height and/or sign area for the zoning district for a sign that is:
 - a. affixed to a storefront window;
 - b. not affixed to a door; and
 - c. necessary for the purpose of concealing a commercial fixture that, due to the peculiar configuration of the structure or building involved, cannot be placed away from a storefront.
- (b) Any request for an ~~administrative variance~~ waiver shall be ~~considered~~ evaluated based upon ~~whether the following findings/criteria are met:~~
 - (1) The ~~variance~~ waiver is necessary because of practical difficulty peculiar to the land, structure or building involved and which is not applicable to other lands, structures and buildings in the same zoning district; or
 - (2) The ~~variance~~ waiver is necessary and appropriate due to unique architectural features of the proposed signage or structure, and enhances the overall aesthetic or mitigates a specific physical or contextual challenge; and
 - (3) The ~~variance~~ waiver is the minimum ~~variance~~ waiver necessary to alleviate the practical difficulty; and
 - (4) The ~~variance~~ waiver ~~will be~~ is in harmony with the general intent and purpose of this Chapter, does not permit any sign type prohibited by this code, and will not result in adverse impacts to adjacent tenants, properties, or be injurious to the area involved or otherwise detrimental to the public welfare.

~~Section 16-963. Conditional approval.~~

~~In approving a master sign plan, the zoning administrator may impose reasonable conditions on the master sign plan relating to the design, materials, locations, placements, or orientations, and sign specifications; provided that such conditions are related to time, place and manner matters and does not attempt to regulate sign content. Reasonable conditions are conditions imposed on the master sign plan that promote the purpose of this section and the approval criteria set out in section 16-961(d).~~

~~Section 16-9624. Amendment.~~

- (a) An approved master sign plan (MSP) may be amended upon application by the property owner and approval by the zoning administrator. An amendment application may seek to alter the design, materials, locations, placements, orientations, and specifications of a sign or signs designated within an approved ~~master sign plan~~ MSP; provided the amendment does not attempt to increase the area or height of any freestanding or wall sign subject to the original ~~master sign program~~ MSP by more than ten (10) percent.
- (b) To request an amendment the property owner shall submit a completed ~~master sign plan~~ MSP amendment application, on such form as provided by the development and neighborhood services department, indicating what changes are

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desired, and shall include all supporting documents necessary to evaluate the request, similar to that which is required for a new approval.

- (c) The development and neighborhood services department shall review the proposed changes in comparison to the original approval, original conditions of approval and the ~~master sign plan~~MSP approval criteria set forth in section ~~16-960(b)~~16-961(d).

Section 16-963~~5~~, 16-966. Reserved.

SECTION 6. Chapter 16, Zoning Regulations, Article VI Sign Regulations, Division 5, of the City of Greenacres Code of Ordinances is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

Section 16-981. Generally.

Signs requiring sign permits are subject to the ~~following~~ regulations of this article governing the number of signs, maximum sign area, placement, and other standards according to zoning district and/or use.

(a) *Design.* All signage shall be architecturally integrated into or complimentary to the design of the buildings and character of the site, and shall use similar and coordinated design features, materials, and colors.

(b) *Logos.* Logos or any federally registered trademark may be permitted as part of a sign as follows:

- (1) If designed as an integral part of the sign copy;
- (2) If consistent with an approved color scheme of the MSP;
- (3) If displayed as registered; and
- (4) If consistent with the other requirements of this division, including, but not limited to, requirements for sign location, sign materials, and sign area.

Section 16-982. ~~Bulletin board signs.~~

~~Educational, governmental, religious, or institutional uses in all zoning districts may construct a maximum of one (1) freestanding sign per subject property, with a maximum of twelve (12) square feet of sign area, to serve as a bulletin board. Bulletin board signs shall not exceed six (6) feet in height.~~

~~Section 16-983. Identification signs.~~

~~(a) *Residential districts.*~~

- (1) In residential districts, non-residential uses are allowed one (1) identification wall sign.
- (2) For planned residential developments and subdivisions, one (1) free-standing sign per major access is allowed. Two (2) signs with one (1) copy side each may be permitted in place of a single sign with two (2) copy areas.
- (3) The maximum copy area per sign face shall be thirty-two (32) square feet.

(4) In residential districts, one (1) home occupation identification sign not exceeding two (2) square feet may be placed on the wall next to the primary entrance of any single family or two-family dwelling unit in which a home occupation is lawfully conducted.

(b) *Non-residential districts.* Except as provided in subsections (1), (2) and (3) below, in commercial and other non-residential districts, one (1) free standing sign and one (1) wall sign shall be allowed per frontage, provided that the signs are not located within two hundred (200) feet of each other on the same lot as measured along the frontage line.

(1) For single-use stores with over forty thousand (40,000) square feet of floor area, three (3) wall signs with copy area not to exceed the maximum copy area allowed.

(2) Multi-tenant commercial properties are allowed one (1) freestanding sign per frontage with a maximum height of fifteen (15) feet, maximum copy area subject to zoning district, and one (1) wall sign per tenant space- except as otherwise provided in this chapter.

(3) Outparcels and outbuildings within a unified development are allowed one (1) free-standing ~~monument~~ sign with a maximum height of eight (8) feet and with a maximum copy area of forty (40) square feet per sign face, and one (1) wall sign per tenant space.

(4) Time and temperature signs not exceeding two (2) feet in height, located in the bottom portion of the sign, may be included as an integral part of the identification sign copy area in CG districts for banks and financial institutions with drive-thrus.

(5) For gas stations located in the CG and CI zoning districts, electronic changeable copy gas station price signs not exceeding twelve (12) square feet may be included as an integral part of the freestanding sign copy area, provided they are LED style and the sign copy is exclusively for fuel prices. Additionally, one (1) identification sign per frontage is permitted on the fuel canopy, provided that the sign does not extend above or below the horizontal edges of the canopy face. The maximum size of the canopy sign shall be eight (8) square feet and must be deducted from the maximum copy area allowable for wall signs.

(6) Electronic changeable copy signs for government users are limited to messages that serve a public purpose and are not permitted to promote commercial messages of any kind. No advertising for off-site businesses is permitted in any form.

(7) Except as provided elsewhere in this chapter, electronic changeable copy signs are allowed in the CI zoning district only and shall be regulated by the following restrictions:

a. Electronic changeable copy area shall not exceed twelve (12) square feet and may be included as an integral part of the freestanding sign copy area, provided they are LED style.

- b. Digital copy shall have a minimum dwell time cycle of sixty (60) seconds.
 - c. Digital copy shall be limited to one (1) message per cycle for a total of three (3) individual total cycles.
 - d. Individual digital changeable copy messages may only be changed once in an eight (8) hour period.
 - e. The content of the sign must transition instantly (e.g., no fade-out or fade-in). No flashing, blinking, animated, moving video, scrolling copy, or similar shall be allowed.
 - f. The maximum brightness shall be 0.3 foot-candles above ambient light. Digital copy signs shall have a light sensing device that automatically adjusts brightness as ambient light conditions change to ensure that the message meets the standard for maximum brightness.
 - g. The sign shall be equipped with a default setting that causes it to turn off or display a full black screen in the event of a visible malfunction or failure. If the sign malfunctions, fails, or ceases to operate as programmed, the sign must be repaired or disconnected within thirty-six (36) hours by the owner/operator of the sign.
- (7) ~~The allowable copy area per sign face for each wall sign shall be one and one-half (1½) square feet per linear foot of building or tenant frontage, not to exceed the following maximum copy area by zoning district:~~

Zoning District	Maximum Wall Sign Copy Area
OPI, MXD-O	60 sq. ft.
CN, MXD-OS	75 sq. ft.
CG, CI, GU	240 sq. ft.
MXD-R, MXD-C	30 sq. ft.

- (8) ~~The allowable copy area per sign face for each freestanding sign shall be twenty-five (25) percent of parcel linear footage, not to exceed the following maximum copy area by zoning district:~~

Zoning District	Maximum Copy Area
OPI	60 sq. ft.
CN, MXD-OS	75 sq. ft.
CG	240 sq. ft.
MXD-R, MXD-C	12 sq. ft.
MXD-O	90 sq. ft.
CI, GU	400 sq. ft.

(c) *General provisions—Wall signs.*

- (1) There shall be a minimum separation of three (3) feet between wall signs.
- (2) Where a use or structure has frontage on two (2) streets, then each frontage shall be permitted one (1) wall sign. One (1) additional wall sign may be permitted on a side or rear wall, provided that such wall abuts a spine road or parking area and the sign does not detract from the architectural features of

the structure. This additional wall sign shall not exceed twenty-five percent (25%) of the maximum allowable wall sign copy area for the building. In the instance of a Planned Commercial Development (PCD), each use or structure within the PCD shall be permitted one (1) wall sign. However, if the PCD has frontage on two (2) streets, then each use or structure shall be permitted two (2) wall signs, with one (1) sign for each frontage. Side wall building signage shall not exceed fifty (50) percent of max. square feet of allowable building sign copy area, or twenty-five (25) percent of max. square feet of allowable building signs copy area when adjacent to residential parcels.

- (3) All wall signs shall be no closer than twelve (12) inches from the side lines of the premises storefront and six (6) inches to the top and bottom of the premises sign area. The height of any wall sign cannot exceed the top elevation of the structure.
- (4) ~~The height of any wall sign cannot exceed the top elevation of the structure.~~ Wall signs shall be consistent in color with those of the freestanding sign. The trim cap and returns of the wall sign shall be the same color as the letters.
- (5) Wall signs shall be internally illuminated with individual channel letters or reverse channel letters. No raceways or box signs shall be permitted unless otherwise approved as part of a Master Sign Plan. ~~Building signs shall be consistent in color with those of the freestanding sign.~~
- (6) ~~Unless otherwise approved as part of the master sign plan, site and development plan approval, or as necessary to maintain consistency with the majority of the existing signs in the plaza, wall signs shall be internally illuminated with individual channel letters or reverse channel letters. The trim cap and returns of the building wall sign shall be the same color as the letters and the illumination shall be with clear neon or LED tubing. No raceways or box signs will be permitted. A maximum of fifty (50) percent of the area of each wall sign may incorporate a logo of any color, the logos shall not exceed the total height of the sign on the building and shall meet the requirements of distance from the premises area.~~
- (6) A maximum of fifty (50) percent of the area of each wall sign may incorporate a logo, the logos shall not exceed the total height of the sign on the building and shall meet the requirements of distance from the premises area.
- (7) The allowable copy area per sign face for each wall sign shall be one and one-half (1½) square feet per linear foot of building or tenant frontage, not to exceed the following maximum copy area by zoning district:

Table 16-983(c)(7): Wall Sign Copy Area	
<u>Zoning District</u>	<u>Maximum Wall Sign Copy Area (sq. ft.)</u>
<u>OPI, MXD-O</u>	<u>60</u>
<u>CN, MXD-OS</u>	<u>75</u>
<u>CG, CI, GU</u>	<u>240</u>
<u>MXD-R, MXD-C</u>	<u>30</u>

- (d) *General provisions—freestanding signs.*

Ordinance No. 2025-10 | Sign Regulations and Master Sign Plan

- (1) Free-standing signs shall be designed as monument signs and must include the name of the development prominently displayed. ~~The maximum height for free-standing signs shall be eight (8) feet except as otherwise provided in this chapter.~~
- (2) Free-standing signs must be located within the general area of the major vehicular access points, and oriented perpendicularly to the frontage on which they are situated. Free-standing identification signs for commercial developments must also include the full range of street addresses located onsite (this is not calculated as part of the copy area), which shall be clearly visible from the street or right-of-way and not obstructed by any landscaping.
- (3) ~~Freestanding signs shall be consistent in color with those on the building. All freestanding signs shall be designed with an opaque background, so that light or a light source cannot penetrate through the sign with the exception of through the letters and logo associated with said sign. The architectural design shall be consistent with the design of the building, sharing materials, colors, and design motifs.~~
- (4) Free-standing signs may include a leasing sign not exceeding twelve (12) square feet incorporated into the base of the monument sign. Letter size shall be no less than five (5) inches using no more than two (2) colors and consistent with the design of the rest of the sign.
- (5) The allowable copy area per sign face for each freestanding sign shall be twenty-five (25) percent of parcel linear footage, not to exceed the following maximum copy area by zoning district:

Table 16-983(d)(5): Freestanding Sign Copy Area	
<u>Zoning District</u>	<u>Maximum Copy Area (sq. ft.)</u>
<u>CN, OPI, MXD-O, MXD-OS</u>	<u>75</u>
<u>CG, CI, GU</u>	<u>240</u>
<u>MXD-R, MXD-C</u>	<u>12</u>

- (6) Freestanding signs shall not exceed a maximum width of twenty (20) feet, measured at the widest point of the sign structure.
- ~~(e) All signage located within any development shall maintain architectural consistency with itself, as well as with all structures, located onsite. The development may get a master sign program approval which incorporates multiple colors, fonts, and logos provided it is included in part of a theme that provides architectural consistency for the project as a whole and is formally approved by the city.~~

Section 16-983. General sign types.

- (a) Bulletin board signs. Educational, governmental, religious, or institutional uses in all zoning districts may construct a maximum of one (1) freestanding sign per subject property, with a maximum of twelve (12) square feet of sign area, to serve as a bulletin board. Bulletin board signs shall not exceed six (6) feet in height.

~~Section 16-984. Memorial signs.~~

(b) Memorial signs. In the AR, RE, RL, RM, RH, and GU districts, each parcel may have one (1) memorial sign with a maximum of five (5) square feet of sign area and not exceeding six (6) feet in height may be constructed. These signs shall be set back no less than twenty (20) feet from any property line.

~~Section 16-985. Home occupation signs.~~

~~In any residential district, one (1) home occupation identification sign not exceeding two (2) square feet may be placed on the wall next to the primary entrance of any single family or two-family dwelling unit in which a home occupation is lawfully conducted.~~

~~Sections 16-986—16-988. Reserved.~~**~~Section 16-989. Traffic-control signs.~~**

(c) Traffic-control signs. Freestanding signs for traffic control purposes may be placed in all zoning districts subject to the following:

- (a1) Traffic-control ~~directional~~ signs designating parking area entrances and exits are limited to two (2) signs not exceeding three (3) feet in height for each entrance and exit abutting a street, and each sign shall not exceed ~~three (3)~~ four (4) square feet of copy area and may include the ~~words~~ following language, for example, "enter," "exit," "one-way," or a directional arrow.
- (b2) Traffic-control signs shall be reviewed for location placement by the development and neighborhood services department and shall be in general conformance with the Manual on Uniform Traffic-control Devices for Streets and Highways.

~~Section 16-990. Directory signs.~~

(d) Directory signs. One (1) directory sign per major vehicular access may be constructed as either a wall sign or a free-standing sign with a maximum height of six (6) feet. Directory signs shall be set back at least twenty (20) feet from the front and ten (10) feet from the side-corner property line. The maximum sign area for directory signs in mixed use districts shall be twelve (12) square feet. In all other districts the maximum sign area shall be sixteen (16) square feet, except for planned commercial developments which may have directory signs with a sign area of up to a maximum of thirty-two (32) square feet.

~~Sections 16-991—16-992. Reserved.~~**~~Section 16-993. Under canopy signs.~~**

(e) Under canopy signs. Under canopy signs shall be permitted as a part of an approved~~are allowed only in CN, CG and CI districts as a part of the master sign plan.~~ One (1) sign with a maximum copy area of six (6) square feet is allowed per tenant. All signs must have a minimum vertical clearance of nine (9) feet.

~~Section 16-994. Menu board signs.~~

(f) Menu board signs. In the CG and CI districts, one (1) menu board sign per fast-food restaurant drive-thru lane with a maximum of thirty-eight (38) square feet of copy area, no more than six (6) feet in height, may be constructed, subject to the following conditions:

- (a~~1~~) Menu boards shall only be internally back-lit.
- (b~~2~~) Menu boards shall not contain more than one (1) square foot of copy area of corporate or company identification.
- (c~~3~~) No additional add-ons to the menu board shall be permitted.
- (d~~4~~) Menu boards shall not be visible from any public right-of-way.
- (e~~5~~) An additional six (6) square feet of copy area may be permitted for use as an LCD screen.

~~Section 16-995. Automatic teller machine (ATM) signs.~~

- (a) ~~The term *automatic teller machine (ATM) sign* means signage integrated into the design of an ATM, identifying the business name, logo, and/or services.~~
- (b) Automatic teller machine (ATM) signs. Where ATMs are allowed, an ATM sign shall identify the applicable financial institution and be consistent and compatible with the architectural elements and design of the building to which it is attached or to which it is an accessory. ATM signs shall not exceed three (3) square feet.

~~Section 16-996. Logos.~~

~~Logos or any federally registered trademark may be permitted as part of a sign as follows:~~

- (a) ~~If designed as an integral part of the sign copy;~~
- (b) ~~If consistent with an approved color scheme of the master sign plan;~~
- (c) ~~If displayed as registered; and~~
- (d) ~~If consistent with the other requirements of this division, including, but not limited to, requirements for sign location, sign materials, and sign area.~~

Section 16-98497—16-1240. Reserved.

SECTION 7. Chapter 16, Zoning Regulations, Article IX. Nonconforming Uses, Structures, Buildings, Lots, Signs, Etc., Division 5, of the City of Greenacres Code of Ordinances is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

Section 16-1361. Nonconforming signs.

The regulations regarding nonconforming signs are in article VI, division 14, section 16-997941.

SECTION 8. Repeal of Conflicting Ordinances. All other ordinances or parts thereof or parts of the Code conflicting or inconsistent with this ordinance are hereby cancelled, repealed or revised to be consistent with provisions and elements of this Ordinance.

SECTION 9. 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 10. Inclusion in the 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 11. Effective Date. The provisions of this Ordinance shall become effective immediately upon adoption.

Passed on the first reading this 21st day of July, 2025.

PASSED AND ADOPTED on the second reading this 4th day of August, 2025.

Voted:

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor, *District III*

Attest:

Voted:

Quintella Moorer, City Clerk

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

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance No. 2025-10

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 16, AT ARTICLE I, IN GENERAL; ZONING REGULATIONS, ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS; ARTICLE V, SPECIFIC DEVELOPMENTS; ARTICLE VI, SIGN REGULATIONS; ARTICLE IX, NONCONFORMING USES, STRUCTURES, BUILDINGS, LOTS, SIGNS, ETC.; TO MOVE SIGN CRITERIA FOR PLANNED COMMERCIAL DEVELOPMENTS TO ARTICLE VI; TO REVISE THE PROVISIONS RELATED TO SIGN PERMITS, MASTER SIGN PLANS, AND NONCONFORMING SIGNS; AND OTHER SIGNS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance would amend the regulations related to signs outlined in Chapter 16, Zoning Regulations, Article V, Specific Developments; Article VI, Sign Regulations; and Article IX, Nonconforming Uses of the City's Code of Ordinances. The primary goal is to enhance and refine the existing regulations related to signage. The amendment is designed to reflect current trends and address community needs regarding sign usage, ensuring that all modifications align with constitutional standards influenced by significant legal precedents. It adds on to the recent sign amendments to provide for further clarity of the applicable standards and enhance safety.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

The proposed ordinance does not impose any new fee or cost and is not expected to have a direct economic impact on private for-profit businesses or the City's regulatory costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed amendments would, as applicable, apply to all businesses operating within the City.

4. Additional information the governing body deems useful (if any):

Not applicable.



ITEM SUMMARY

MEETING DATE: August 4, 2025

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

SUBJECT: **Ordinance 2025-12, CPA-25-01-Future Land Use Amendment - Second Reading – Chickasaw Road Enclave Properties**

BACKGROUND

A City-initiated request for a small-scale Future Land Use Map Amendment for approximately 9.75 acres of an enclave consisting of sixteen (16) residential parcels of land from Palm Beach County (PBC) Low Residential (LR-3) to the City of Greenacres Residential Low Density (RS-LD). A rezoning (ZC-25-01; Ordinance 2025-13) is also being concurrently processed to rezone the parcels from Palm Beach County (PBC) Single Family Residential (RS) and Agricultural Residential (AR) Zoning District to the City of Greenacres Residential Low Density-3 (RL-3) (5 units per acre) Zoning District. The Interlocal Agreement for the related annexation was adopted by the Greenacres City Council on May 19, 2025, and unanimously approved by the Palm Beach County Board of County Commissioners (BCC) at their public hearing on July 8, 2025.

The Development Review Committee has reviewed this proposal and recommended approval, followed by the Planning and Zoning Board, which recommended approval by a vote of 4-0 at their meeting on June 12, 2025. The City Council approved this petition on first July 21, 2025 by a unanimous vote of 4-0.

ANALYSIS

The proposed City of Greenacres Residential Low Density (RS-LD) Future Land Use designation permits a maximum residential development density of 5 dwelling units per acre and is both compatible and consistent with the surrounding land uses. After thorough review, staff has determined that the small-scale Future Land Use Map Amendment aligns with the provisions of Chapter 163, Florida Statutes (F.S.), as it is compatible with adjacent properties, meets concurrency requirements, and adheres to the Goals, Objectives, and Policies of the City's Comprehensive Plan.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2025-12 was prepared in accordance with all applicable State Statutes and City Code requirements.

STAFF RECOMMENDATION

Approval of CPA-25-01 through the adoption of Ordinance 2025-12.

CPA-25-01
(Ordinance 2025-12)
Date: June 2, 2025 (PZB)

Revised: 06/12/2025
08/21/2025

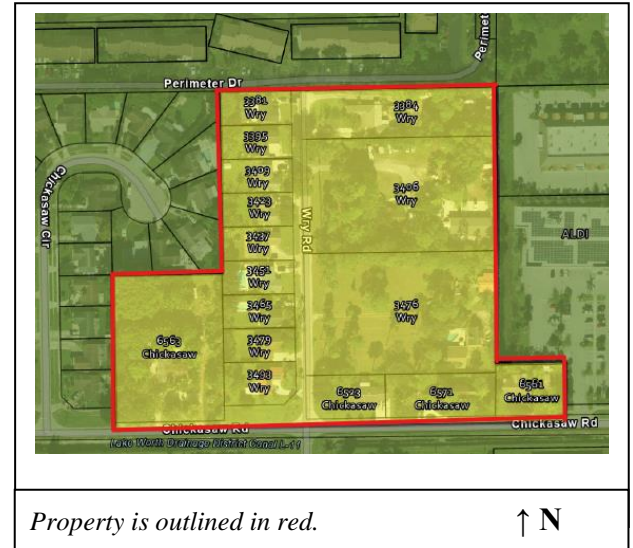


I. Project Description:

Project: Chickasaw Road Enclave Properties
(Small-scale Future Land Use Map Amendment Request)

Request: A City-initiated request for a small-scale Future Land Use Map Amendment for approximately 9.75 acres of an enclave consisting of sixteen (16) residential parcels of land from Palm Beach County (PBC) Low Residential (LR-3) to the City of Greenacres Residential Low Density (RS-LD).

Location: North side of Chickasaw Road, approximately 350 feet west of Jog Road



Project Manager: Gionni Gallier, Assistant Director of DNS

II. Site Data:

Existing Use:	Residential
Proposed Use:	Residential
Parcel Control Number:	00-42-43-27-05-022-0404; 00-42-43-27-05-022-0391; 00-42-43-27-05-022-0394; 00-42-43-27-05-022-0392; 00-42-43-27-05-022-0393; 00-42-43-27-05-022-0395; 00-42-44-22-14-000-0090; 00-42-44-22-14-000-0080; 00-42-44-22-14-000-0070; 00-42-44-22-14-000-0060; 00-42-44-22-14-000-0050; 00-42-44-22-14-000-0040; 00-42-44-22-14-000-0030; 00-42-44-22-14-000-0020; 00-42-44-22-14-000-0010; and 00-42-43-27-05-022-0370.
Size:	9.7541 total acres
Existing Future Land Use Designation:	Palm Beach County (PBC) Low Residential (LR-3), 3 units per acre
Proposed Future Land Use Designation:	Residential Low Density (RS-LD)

Existing Zoning District:

Palm Beach County (PBC) Single Family Residential (RS) and Agricultural Residential (AR)

Proposed Zoning District:

Residential Low Density-3 (RL-3) (5 units per acre)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	Existing Land Use	Future Land Use	Zoning District
<i>North</i>	Multi-Family (Park Pointe Condominiums)	Residential Medium (RS-MD)	Residential Medium (RM-2)
<i>South</i>	Single Family Residences (Harwich Court)	Residential Low Density (RS-LD)	Residential Low Density-3 (RL-3)
<i>East</i>	Commercial and Office (ALDI and MedExpress)	Commercial (CM) and Mixed Use (MU)	Commercial Neighborhood (CN) and Mixed Development Office (MXD-O)
<i>West</i>	Single Family Residences (Chickasaw Manor)	Residential Medium (RS-MD)	Residential Medium (RM-2)

III. Annexation/Zoning History:

The subject properties are currently in unincorporated Palm Beach County and are within an enclave. In accordance with Chapter 171.031(13)(a) and (b), Florida Statutes, an enclave is defined as an area that is enclosed within and bounded on all sides by the City or enclosed within and bounded by the City and a natural or manmade obstacle which allows vehicular traffic to them only by passing through the City. The subject parcels meet this definition, as they are fully enclosed by the City of Greenacres and also bordered in a way that access is limited to routes through the City. Chapter 171.046(2)(a), Florida Statutes, provides for the annexation of enclaves by interlocal agreement between the municipality and the county having jurisdiction over such enclaves.

On July 01, 2024, the Greenacres City Council adopted Resolution 2024-38, which authorized the City to enter into an Interlocal Agreement (ILA) with Palm Beach County for the purpose of funding improvements to Chickasaw Road and proceeding with the annexation of the surrounding enclave parcels. The resolution states that *“once the Interlocal Agreement with the County is fully executed, the City may proceed with annexing the enclave parcels...”*

Accordingly, the Chickasaw Road Enclave Properties Annexation (ANX-25-01; Resolution 2025-13) is concurrently being processed as part of the Interlocal Agreement that was adopted by the Greenacres City Council on May 19, 2025, and unanimously approved by the Palm Beach County Board of County Commissioners (BCC) at their public hearing on July 8, 2025. A rezoning (ZC-25-01; Ordinance 2025-13) is also being concurrently processed to rezone the parcels from Palm Beach County (PBC) Single Family Residential (RS) and Agricultural Residential (AR) Zoning District to the City of Greenacres Residential Low Density-3 (RL-3) (5 units per acre) Zoning District.

The annexation area consists of sixteen (16) parcels that are developed with single-family homes. The homes were constructed as early as 1954, and most built between mid-1960s to 1980s. The County has verified that there are no outstanding active code cases for the properties.

IV. Data and Analysis

The current Palm Beach County (PBC) Low Residential (LR-3), Future Land Use (FLU) designation allows for up to 3 units per acre which would allow a maximum of 29 dwelling units. The proposed amendment would replace the PBC Low Residential (LR-3) designation with the City's Residential Low Density (RS-LD) FLU designation allows for up to 5 units per acre which would allow a maximum of 48 dwelling units. The City's Comprehensive Plan recognizes the need to support the private sector in the development of additional single family detached units to meet the existing need to balance with the multifamily inventory and also Continue to utilize intensity and density standards as provided in the Future Land Use Element to preserve existing single-family uses, as well as a variety of mixed housing typologies.

The proposed City of Greenacres RS-LD Future Land Use designation allows a maximum residential development density of 5 dwelling units per acre. The proposed (RS-LD) Future Land Use designation for the site is consistent with the existing development pattern in the area. As part of the Interlocal Agreement for the Chickasaw Road Enclave annexation, the properties need to be annexed into the City and require an appropriate City Future Land Use (FLU) and Zoning Designation. The proposed FLU is consistent with the proposed zoning and land use patterns surrounding the parcels being annexed.

The Development Review Committee (DRC) informally reviewed the application and recommended approval with comments as noted herein

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, Florida Statutes (F.S.), and the City's Zoning Regulations Section 16-129, because it is compatible with adjacent properties, meets concurrency requirements, and is consistent with the provisions of the City's Comprehensive Plan as follows:

A. Compatibility:

A review of the adjacent existing and anticipated land uses shows that the proposed land use is compatible with the adjacent properties.

North: To the north of the subject site is Park Pointe Community Association, an existing multi-family residential development with a Future Land Use designation of City Residential-Medium density (RS-MD) and a zoning designation of City Residential Medium 2 (RM-2). Any future development will be required to incorporate appropriate setbacks, buffering, and landscaping in accordance with City standards to ensure compatibility. The proposed RS-LD designation will be compatible with the existing development to the north.

South: To the south of the subject site, across Chickasaw Road is an existing 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 RS-LD designation will be compatible with the existing development to the south.

East: To the east are Aldi's and MedExpress commercial properties. Aldi's has a Commercial (CM) Future Land Use designation and Commercial Neighborhood (CN) zoning designation. MedExpress is MXD-O zoning and MU Future Land Use. Any future development will be

required to incorporate appropriate setbacks, buffering, and landscaping in accordance with City standards to ensure compatibility. The proposed RS-LD designation will be compatible with the existing development to the east.

West: To the west of the subject site is the Chickasaw Manor community which is an existing residential development with a Future Land Use designation of City Residential-Medium density (RS-MD) and a zoning designation of City Residential Low-3 (RL-3). Any future development will be required to incorporate appropriate setbacks, buffering, and landscaping in accordance with City standards to ensure compatibility. The proposed RS-LD designation will be compatible with the existing development to the west.

Conclusions: After reviewing the adjacent existing residential developments, the analysis shows that the proposed City RS-LD FLU designation is compatible and consistent with the adjacent land uses.

B. Concurrency:

As previously stated, this small-scale Future Land Use Map Amendment will provide this site with a City Future Land Use designation based on up to five (5) dwelling units per acre. The following level of service (LOS) table (Table 2) provides a detailed analysis of the projected impacts of the proposed development on various public facilities. The analysis covers Recreation, Potable Water, Sanitary Sewer, Solid Waste, Drainage, and Traffic demand.

The proposed development demonstrates an increase in overall demand for Traffic, Parks and Recreation, Potable Water, Sanitary Sewer, and Solid Waste. However, there is no change in the Drainage requirements. The site will be evaluated for compliance with LOS standards by all relevant agencies as part of any future zoning approvals to ensure that public facilities necessary to meet the level of service standards established in the Comprehensive Plan are available concurrent with the impacts of development. As part of the City's approval of Site and Development Plans, proof will be required that the project meets the LOS standards for the Palm Beach County Traffic Performance Standards and Palm Beach County School Concurrency requirements. All concurrency approvals will be required prior to the final approval of any Site and Development Plans.

Table 2: LEVEL OF SERVICE (LOS) ANALYSIS SUMMARY | CPA-25-01 | Chickasaw Road Enclave Properties

Public Facility	Demand for Existing FLU Max Development Potential (PBC Residential Low Density FLU)	Demand for Proposed FLU Max Development Potential (Greenacres Residential Low Density FLU)	Change
Surface Water/ Drainage	Requirements are the same regardless of land use or development type		None. Both FLU designations meet the 3 yr. – 1 hr. drainage LOS requirements
Traffic	ITE LU 210: Single Family Detached [10 Daily Trips/DU]. (9.7541 acres of LR-3) Maximum <u>290 ADT</u>	ITE LU 210: Single Family Detached [10 Daily Trips/DU]. (9.7541 acres of RS-LD) Maximum <u>480 ADT</u>	Increase of 190 Daily Trips
Parks and Recreation *	Level of Service (L.O.S.) of 3 ac. per 1,000 population. [(Population/1,000)*3] (29*3)/1000*3= <u>0.261 ac.</u>	Level of Service (L.O.S.) of 3 ac. per 1,000 population. [(Population/1,000)*3] (48*3)/1000*3= <u>0.432 ac.</u>	0.171 Acres of additional Recreation & Open Space required to maintain current LOS based on average single family household size
Potable Water*	29 units x 3 persons/du= 87 persons x 126 gal/person/day = 10,962 gal/day	48 units x 3 persons/du= 144 persons x 126 gal/person/day = 18,144 gal/day	Increase 7,182 gallons per day
Sanitary Sewer*	29 units x 3 persons/du= 87 persons x 85 gal/person/day = 7,395 gal/day	48 units x 3 persons/du= 144 persons x 85 gal/person/day = 12,240 gal/day	Increase 4,845 gallons per day
Solid Waste*	29 units x 3 persons/du= 87 persons x 7.13 pounds/person/day = 620.31 lbs./day	48 units x 3 persons/du= 144 persons x 7.13 pounds/person/day = 1,026.72 lbs./day	Increase 406.41 pounds (lbs.) per day
*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.			

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

FLU Objective 1.8, FLU Policy 1.8.3

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:

(a) through b) and d) through p) omitted for brevity)

c) Low Density Residential – 3.0 to 5.0 residential units per gross acre

FLU Objective 1.11, FLU Policies 1.11.2 and 1.11.3

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 1.11.1

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:

- (a) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.
- (b) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.
- (c) Adequate facilities and services shall be available and concurrent to accommodate the proposed development.

Policy 1.11.2

Infill development shall be promoted within existing areas to discourage the harmful effects of leapfrog development.

Policy 1.11.3

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.

2. Housing Element

HE GOAL 1: Objective 1.1, Policy 1.1.4

The City shall continue to support the private sector in the development of additional single family detached units to meet the existing need to balance with the multifamily inventory.

HE GOAL 2: Objective 2.1, Policy 2.1.1

Continue to utilize intensity and density standards as provided in the Future Land Use Element to preserve existing single-family uses, as well as a variety of mixed housing typologies.

D. Consistency with the Treasure Coast Regional Planning Council Strategic Regional Policy Plan (SRPP):

The proposed small-scale Future Land Use Map Amendment represents a means of increasing residential 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 Residential-Low Density (RS-LD) Future Land Use designation is consistent with the intent of Regional Goal 8.1, which states that development should take place concurrently with or after the provision of necessary infrastructure and services. Therefore, the proposed small-scale Future Land Use Map Amendment is consistent with the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.:

The proposed request is consistent with the City's Comprehensive Plan. The development has access to a major corridor within the City where public facilities are available and land use compatibility can be achieved.

V. Consistency with Chapter 163, Florida Statutes (F.S.)

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 Map 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 Map 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.)

VI. Staff Recommendation:

Approval of CPA-25-01 through the adoption of Ordinance 2025-12.

LOCAL PLANNING AGENCY ACTION – June 12, 2025

The Local Planning Agency on a motion made by Board Member Robarts and seconded by Board Member Hayes, voting four (4) to zero (0), ***recommended approval*** of ***CPA-25-01***, as presented by staff.

CITY COUNCIL ACTION First Reading – July 21, 2025

The City Council on a motion made by Council Member Dugo and seconded by Council Member Diaz, voting four (4) to zero (0), ***approved*** Comprehensive Plan Amendment ***CPA-25-01 (Chickasaw Road Enclave Properties)*** on first reading, through ***Ordinance 2025-12***, as presented by staff.

CITY COUNCIL ACTION Adoption Hearing – August 4, 2025

Exhibit A

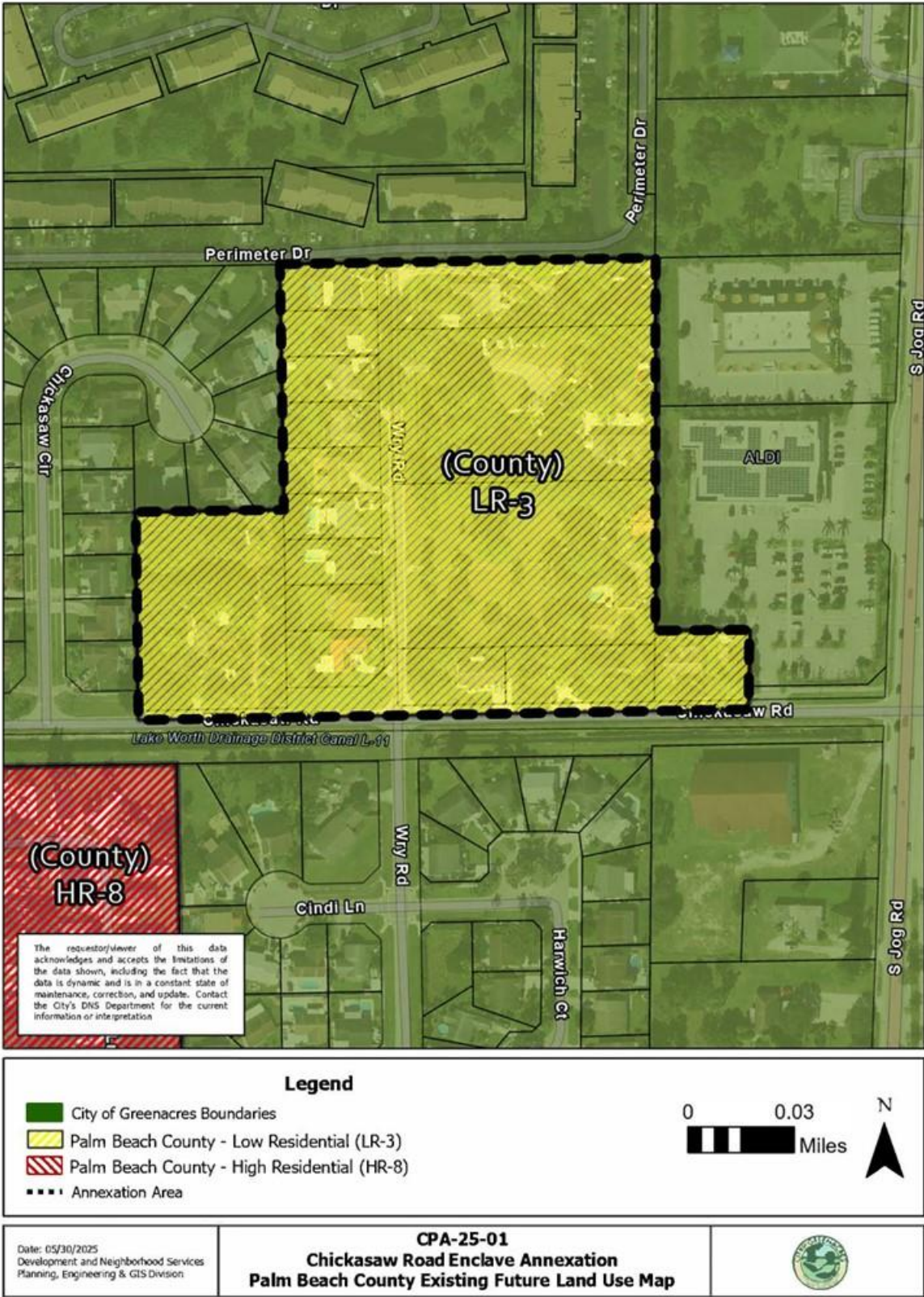
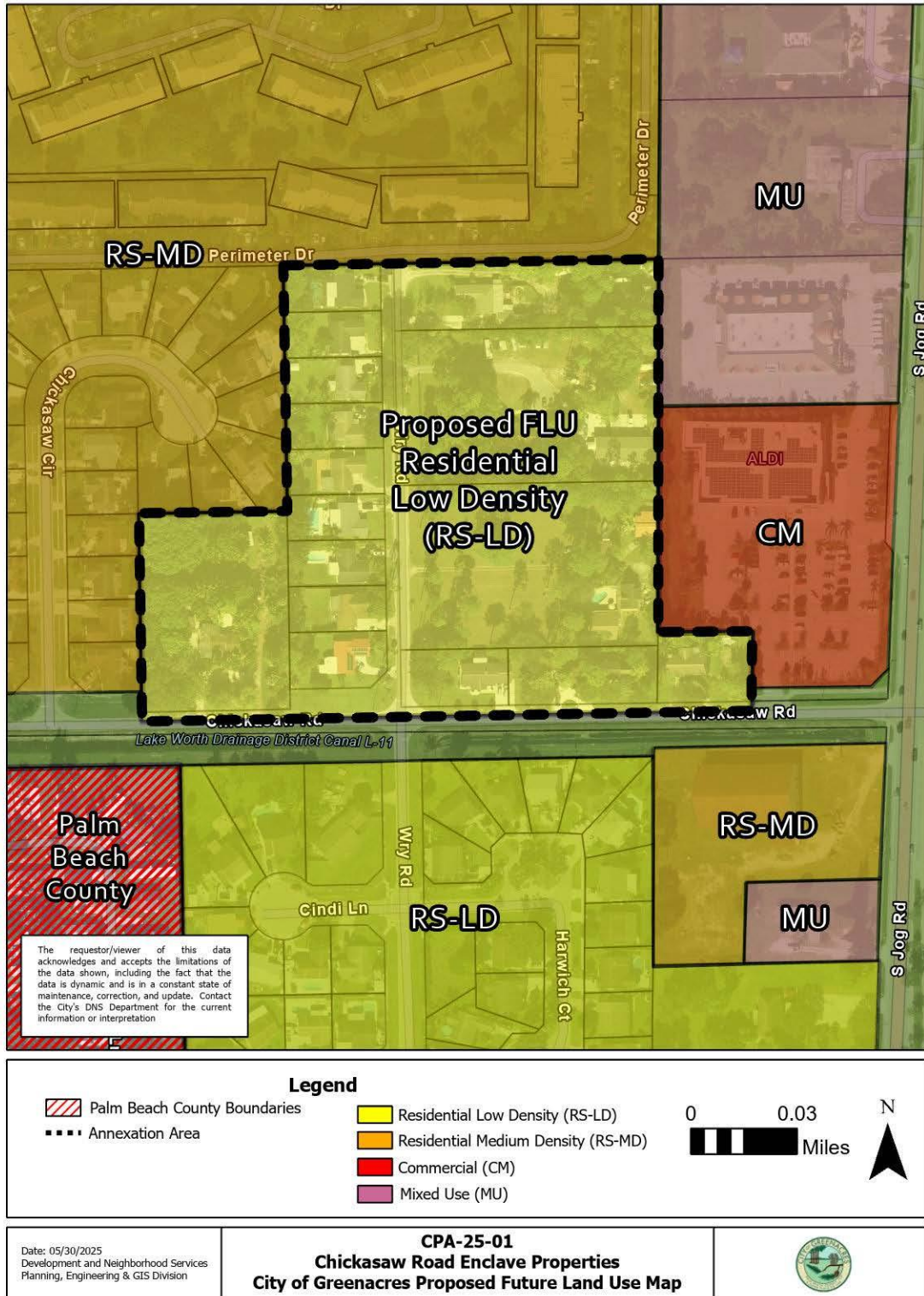


Exhibit B



ORDINANCE NO. 2025-12

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 SIXTEEN PARCELS OF LAND TOTALING APPROXIMATELY 9.7541 ACRES, LOCATED AT 6561, 6571, 6523, 6563 CHICKASAW RD AND 3476, 3406, 3384, 3381, 3395, 3409, 3423, 3437, 3451, 3465, 3479, 3493 AND WRY RD FROM A PALM BEACH COUNTY (PBC) LOW RESIDENTIAL, 3 UNITS PER ACRE LR-3 TO THE CITY OF GREENACRES RESIDENTIAL LOW DENSITY (RS-LD) LAND USE DESIGNATION, AS REQUESTED BY 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 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; and

WHEREAS, the City of Greenacres is herein known as the "Applicant" for the herein described properties; and

WHEREAS, the applicant is requesting to change the City of Greenacres Future Land Use Map from a Palm Beach County (PBC) Low Residential, 3 units per acre LR-3 to the City of Residential Low Density (RS-LD) land use designation; and

WHEREAS, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on June 12, 2025, and has recommended approval of CPA-25-01 to amend the Comprehensive Plan, Future Land Use Element's Future Land Use Map; and;

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing to receive comments on CPA-25-01 concerning the proposed amendment to the

Ordinance No. 2025-12 | Chickasaw and Wry Road Properties

Page No. 2

Comprehensive Plan and has considered all comments received as required by state law and local ordinance; and

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

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

Section 1. Recitals 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 sixteen (16) subject properties from a Palm Beach County (PBC) Low Residential, 3 units per acre LR-3 to the City of Residential Low Density (RS-LD) land use designation for the Property, which are legally described as follows:

Legal Description

PCN: 00-42-43-27-05-022-0404

Parcel 1

PALM BEACH FARMS CO PLAT NO 3 W 140 FT OF S 100 FT OF TRACT 40 BLK 22

PCN: 00-42-43-27-05-022-0391

Parcel 2

PALM BEACH FARMS CO PL 3 S 85 FT OF TR 39 /LESS W 160 FT/ BLK 22

PCN: 00-42-43-27-05-022-0394

Parcel 3

PALM BEACH FARMS CO PL 3 W 160 FT OF S 85 FT OF TR 39 BLK 22

PCN: 00-42-43-27-05-022-0392

Parcel 4

PALM BEACH FARMS CO PL 3 N 245 FT OF S 330 FT OF TR 39 BLK 22

PCN: 00-42-43-27-05-022-0393

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Parcel 5

PALM BEACH FARMS CO PLAT NO 3 N 100 FT OF TR 39 BLK 22

PCN: 00-42-43-27-05-022-0395**Parcel 6**

PALM BEACH FARMS CO PLAT NO 3 N 100 FT OF TR 39 BLK 22

PCN: 00-42-44-22-14-000-0090**Parcel 7**

CHICKASAW MANOR UNIT 2 LOT 9

PCN: 00-42-44-22-14-000-0080**Parcel 8**

CHICKASAW MANOR UNIT 2 LOT 8

PCN: 00-42-44-22-14-000-0070**Parcel 9**

CHICKASAW MANOR UNIT 2 LOT 7

PCN: 00-42-44-22-14-000-0060**Parcel 10**

CHICKASAW MANOR UNIT 2 LT 6

PCN: 00-42-44-22-14-000-0050**Parcel 11**

CHICKASAW MANOR UNIT 2 LOT 5

PCN: 00-42-44-22-14-000-0040**Parcel 12**

CHICKASAW MANOR UNIT 2 LOT 4

PCN: 00-42-44-22-14-000-0030**Parcel 13**

CHICKASAW MANOR UNIT 2 LOT 3

PCN: 00-42-44-22-14-000-0020**Parcel 14**

CHICKASAW MANOR UNIT 2 LOT 2

PCN: 00-42-44-22-14-000-0010**Parcel 15**

CHICKASAW MANOR UNIT 2 LOT 1

PCN: 00-42-43-27-05-022-0370**Parcel 16**PALM BEACH FARMS CO PL NO 3 S 295 FT OF E 56.37 FT OF TR 37 & S 295 FT OF W 1/2
TR 38 BLK 22

Ordinance No. 2025-12 | Chickasaw and Wry Road Properties

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AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 9.7541 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 of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 6. Transmittal to the FDOC.

Ordinance No. 2025-12 | Chickasaw and Wry Road Properties

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The Planning, GIS and Engineering Division shall send copies of this Ordinance, all supporting documentation and the future land use map amendment 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 Chapter 163.3187(5)(c), Florida Statutes.

Ordinance No. 2025-12 | Chickasaw and Wry Road Properties

Page No. 6

Passed on the first reading this 21st day of July, 2025.

PASSED AND ADOPTED on the second reading this 4th day of August, 2025.

Voted:

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

John Tharpe, Council Member, *District I*

Voted:

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

Ordinance No. 2025-12 | Chickasaw and Wry Road Properties

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ITEM SUMMARY

MEETING DATE: August 4, 2025

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

SUBJECT: **Ordinance 2025-13, ZC-25-01 Rezoning - Second Reading**
Chickasaw Road Enclave Properties

BACKGROUND

A City-initiated request for rezoning approximately 9.75 acres of an enclave consisting of sixteen (16) residential parcels of land from Palm Beach County (PBC) Single Family Residential (RS) and Agricultural Residential (AR) Zoning Districts to the City of Greenacres Residential Low Density-3 (RL-3) (5 units per acre) Zoning District. A small-scale Future Land Use Map Amendment (CPA-25-01; Ordinance 2025-12) is also being concurrently processed to change from Palm Beach County (PBC) Low Residential (LR-3) to the City of Greenacres Residential Low Density (RS-LD). The Interlocal Agreement for the related annexation was adopted by the Greenacres City Council on May 19, 2025, and unanimously approved by the Palm Beach County Board of County Commissioners (BCC) at their public hearing on July 8, 2025.

The Development Review Committee has reviewed this proposal and recommended approval, followed by the Planning and Zoning Board, which recommended approval by a vote of 4-0 at their meeting on June 12, 2025. The City Council approved this petition on first July 21, 2025 by a unanimous vote of 4-0.

ANALYSIS

This rezoning is needed in order to replace the existing Palm Beach County (PBC) Single Family Residential (RS) and Agricultural Residential (AR) to City Residential Low Density-3 (RL-3) (5 units per acre). After thorough review, staff has determined that the proposed Residential Low Density-3 (RL-3) zoning district is consistent with the existing land use pattern in the area and will be consistent with the property's proposed Residential Low (RS-LD) Future Land Use designation.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2025-13 was prepared in accordance with all applicable State Statutes and City Code requirements.

STAFF RECOMMENDATION

Approval of ZC-25-01 through the adoption of Ordinance 2025-13.

ZC-25-01
(Ordinance 2025-13)
Date: June 2, 2025

Existing Zoning District:

Palm Beach County (PBC) Single Family Residential (RS) and Agricultural Residential (AR)

Proposed Zoning District:

Residential Low Density-3 (RL-3) (5 units per acre)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	Existing Land Use	Future Land Use	Zoning District
<i>North</i>	Multi-Family (Park Pointe Condominiums)	Residential Medium Density (RS-MD)	Residential Medium (RM-2)
<i>South</i>	Single Family Residences (Harwich Court)	Residential Low Density (RS-LD)	Residential Low Density-3 (RL-3)
<i>East</i>	Commercial and Office (ALDI and MedExpress)	Commercial (CM) and Mixed Use (MU)	Commercial Neighborhood (CN) and Mixed Development Office (MXD-O)
<i>West</i>	Single Family Residences (Chickasaw Manor)	Residential Medium Density (RS-MD)	Residential Low Density-3 (RL-3)

III. Annexation/Zoning History:

The subject properties are currently in unincorporated Palm Beach County and are within an enclave. In accordance with Chapter 171.031(13)(a) and (b), Florida Statutes, an enclave is defined as an area that is enclosed within and bounded on all sides by the City or enclosed within and bounded by the City and a natural or manmade obstacle which allows vehicular traffic to them only by passing through the City. The subject parcels meet this definition, as they are fully enclosed by the City of Greenacres and also bordered in a way that access is limited to routes through the City. Chapter 171.046(2)(a), Florida Statutes, provides for the annexation of enclaves by interlocal agreement between the municipality and the county having jurisdiction over such enclaves.

On July 01, 2024, the Greenacres City Council adopted Resolution 2024-38, which authorized the City to enter into an Interlocal Agreement (ILA) with Palm Beach County for the purpose of funding improvements to Chickasaw Road and proceeding with the annexation of the surrounding enclave parcels. The resolution states that *“once the Interlocal Agreement with the County is fully executed, the City may proceed with annexing the enclave parcels...”*

Accordingly, the Chickasaw Road Enclave Properties Annexation (ANX-25-01; Resolution 2025-13) is concurrently being as part of the Interlocal Agreement that was adopted by the Greenacres City Council on May 19, 2025, and unanimously approved by the Palm Beach County Board of County Commissioners (BCC) at their public hearing on July 8, 2025. A small-scale Future Land Use Map Amendment (CPA-25-01; Ordinance 2025-12) is also being concurrently processed to amend the parcels from PBC Low Residential (LR-3) to the City’s Residential Low Density (RS-LD) land use designation.

The annexation area consists of sixteen (16) parcels that are developed with single-family homes. The homes were constructed as early as 1954, and most built between mid-1960s and 1980s. The County has verified that there are no outstanding active code cases associated with the properties.

IV. Applicable Comprehensive Plan Provisions:

The Comprehensive Plan includes the following Goals, Objectives, and Policies related to this proposed rezoning request:

ZC-25-01

(Ordinance 2025-13) Page 2 of 10 Chickasaw Road Enclave Properties

1. Future Land Use Element

FLU Objective 1.8, FLU Policy 1.8.3

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:

(a) through b) and d) through p) omitted for brevity)

c) Low Density Residential – 3.0 to 5.0 residential units per gross acre

FLU Objective 1.11, FLU Policies 1.11.2 and 1.11.3

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 1.11.2

Infill development shall be promoted within existing areas to discourage the harmful effects of leapfrog development.

Policy 1.11.3

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.

2. Housing Element

HE GOAL 1: Objective 1.1, Policy 1.1.4

The City shall continue to support the private sector in the development of additional single family detached units to meet the existing need to balance with the multifamily inventory.

HE GOAL 2: Objective 2.1, Policy 2.1.1

Continue to utilize intensity and density standards as provided in the Future Land Use Element to preserve existing single-family uses, as well as a variety of mixed housing typologies.

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 4. Residential Low Density (RL) (Sections 16-301 through 16-312)

The residential low density (RL) district is established as a designation whereby the principal use of land is single-family dwellings of low density. Uses and structures designed to serve governmental, educational, religious, noncommercial and recreational uses that are compatible with residential development of this density are permitted or are permissible as special exceptions within such district, subject to restrictions and requirements necessary to preserve and protect the single-family residential character. Variation among RL-1, RL-2, and RL-3 is limited to requirements for density, lot area, width, and certain yards.

VI. Staff Analysis:

LEVEL OF SERVICE ANALYSIS (LOS)

Water and Wastewater

The properties are currently developed and fall within the service area of the Palm Beach County Water Utilities Department (PBCWUD) and are currently receiving potable water service. Sanitary Sewer is currently not provided for the area. PBCWUD will continue to supply potable water service, with any future development required to connect to sewer services. Any additional development will require PBCWUD concurrency approval with approved capacity.

Solid Waste

The properties are 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 properties 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 rezoning area, the City's existing park and recreation facilities are sufficient to accommodate this additional population and still maintain the level-of-service standards. Any additional development will require land or in lieu dedication for park and recreation facilities, prior to development approval.

Drainage

The subject properties are located within the boundaries of the Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD) and Palm Beach County. The drainage will continue to be provided on site and requires a legal positive outfall. Any additional development will require permitting from any applicable entities.

Roadway

Currently, the parcels are accessed from Chickasaw Road, which is now a city road per the Interlocal Agreement with the County and maintenance will be part of the annual roadway improvement expenses of the city. Any future development of the area would require review by the City's Traffic Engineer 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 the Fire Department have indicated capacity is available to serve the proposed rezoning area to maintain the Police and Fire Levels of Service.

Traffic

The surrounding road network will not be negatively impacted by traffic based on the rezoning. Any additional development of the properties would require Palm Beach County Traffic Performance Standards approval indicating concurrency can be met and review by the City's Traffic Engineer. The trip generation analysis associated with the Future Land Use Change shows that there will be a net INCREASE of 190 AADT external trips. From a rezoning perspective the increase in these trips will need to meet traffic concurrency standards.

Conclusion of Level of Service Analysis

The 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 rezoning will not pose a negative impact on the public facilities in the area.

Development Review Committee Comments:

The Development Review Committee (DRC) informally reviewed the application and recommended approval with comments as noted herein.

Rezoning Criteria and Findings of Fact:

Section 16-153. Planning and Zoning Board Report: The Planning and Zoning Board shall submit a report to the City Council which shows that the Board 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 rezoning from Palm Beach County Single Family Residential (RS) and Agricultural Residential (AR) to Residential Low Density-3 (RL-3) zoning district will be consistent with the properties' proposed Residential Low Density (RS-LD) Future Land Use designation which is currently being processed with this application as CPA-25-01.

- (2) The existing land use pattern.**

Finding: The proposed Residential Low Density-3 (RL-3) zoning district is consistent with the existing land use pattern in the area. The subject properties are bound by residential uses to the north, south and west. The properties are already developed with Single-Family residences, similar to surrounding context.

- (3) The possible creation of an isolated district unrelated to adjacent and nearby districts.**

Finding: The proposed zoning change would not create an isolated district unrelated to adjacent and nearby districts. The zoning designations to the south and west are already designated as Residential zoning districts.

The changes are required in order to complete the annexation process, and the zoning of the for residential low density is consistent with the existing use and adjacent properties to the south and west. Most of the residential properties along Chickasaw Road within the City of Greenacres are zoned RL-3, the same as the proposed designation.

- (4) **The population density pattern and possible increase or overtaking of the land on public facilities such as schools, utilities, etc.**

Finding: These previously developed parcels are predominately surrounded by developed residential land uses. Concurrency will be required to be met from all applicable agencies for any new proposed development on these parcels, as part of any future site plan approval process.

- (5) **Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

Finding: As part of the Interlocal Agreement for the Chickasaw Road Enclave annexation, the properties need to be annexed into the City and require an appropriate City zoning designation.

- (6) **Whether changed or changing conditions make the passage of the proposed amendment necessary.**

Finding: As part of the Interlocal Agreement for the Chickasaw Road Enclave annexation, the properties need to be annexed into the City and require 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 replace the existing Palm Beach County single family residential and agricultural residential zoning designations with a City residential zoning designation, which allows similar uses and intensity of development. Furthermore, any redevelopment must satisfy Traffic Performance Standards as part of the site plan approval process. Thus, traffic and public safety will not be negatively impacted.

- (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 parcels are currently developed and are expected to continue in their current use; 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: As part of the Interlocal Agreement for the Chickasaw Road Enclave annexation, the properties need to be annexed into the City and 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: The proposed change would not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the properties' proposed future land use, the surrounding zoning designations, and the existing County zoning designation.

VII. Staff Recommendation:

Approval of ZC-25-01 through the adoption of Ordinance 2025-13.

LOCAL PLANNING AGENCY ACTION – June 12, 2025

The Planning and Zoning Board on a motion made by Board Member Hayes and seconded by Board Member Robarts, voting four (4) to zero (0), ***recommended approval*** of Zoning Change ***ZC-25-01***, as presented by staff.

CITY COUNCIL ACTION First Reading – July 21, 2025

The City Council on a motion made by Council Member Tharp and seconded by Council Member Noble, voting four (4) to one (1) with Council Member Dugo dissenting, ***approved*** Zoning Change ***ZC-25-01***, (*Chickasaw Road Enclave Properties*) on first reading, through ***Ordinance 2025-13***, as presented by staff.

CITY COUNCIL ACTION Adoption Hearing – August 4, 2025

Exhibit A

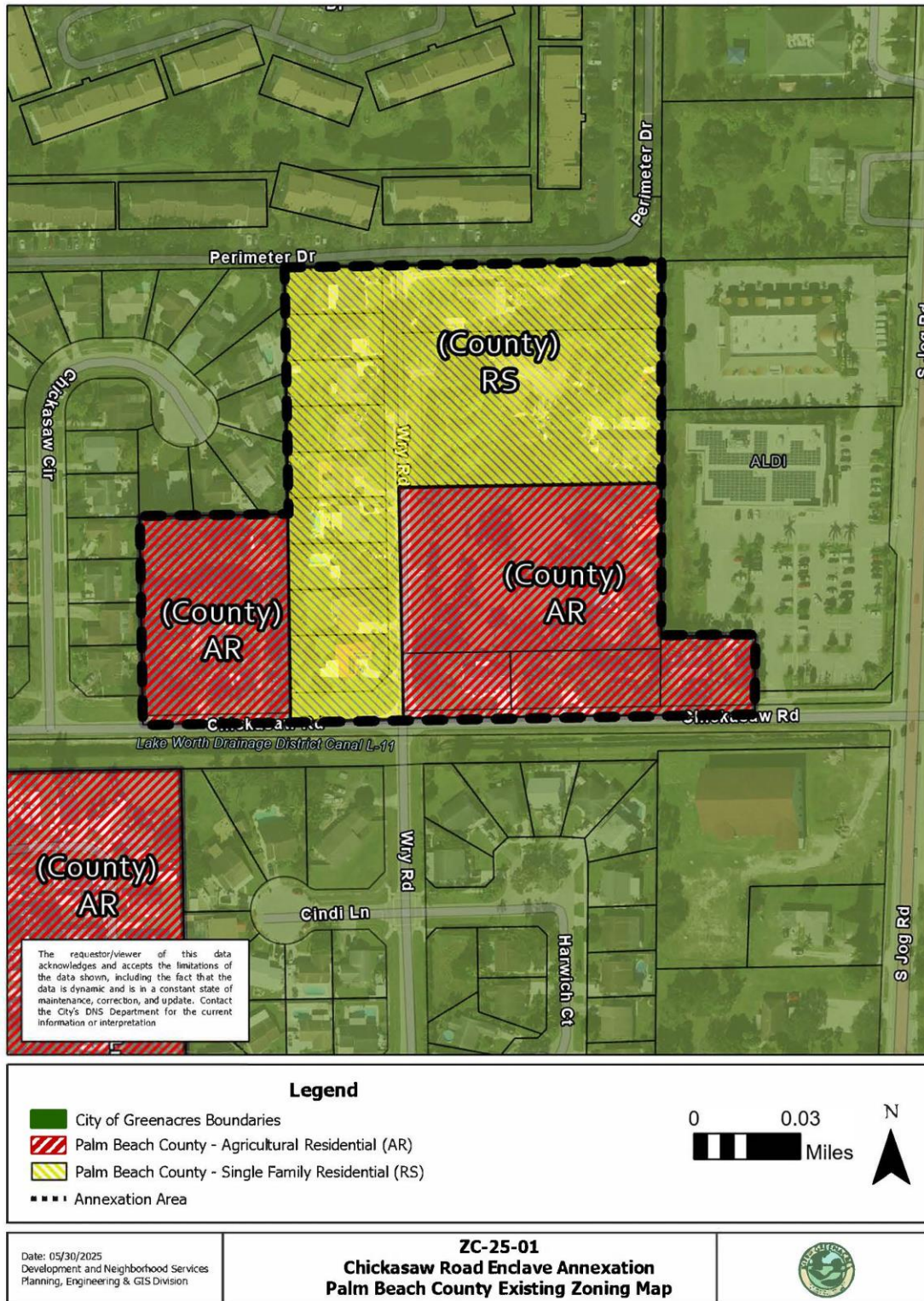
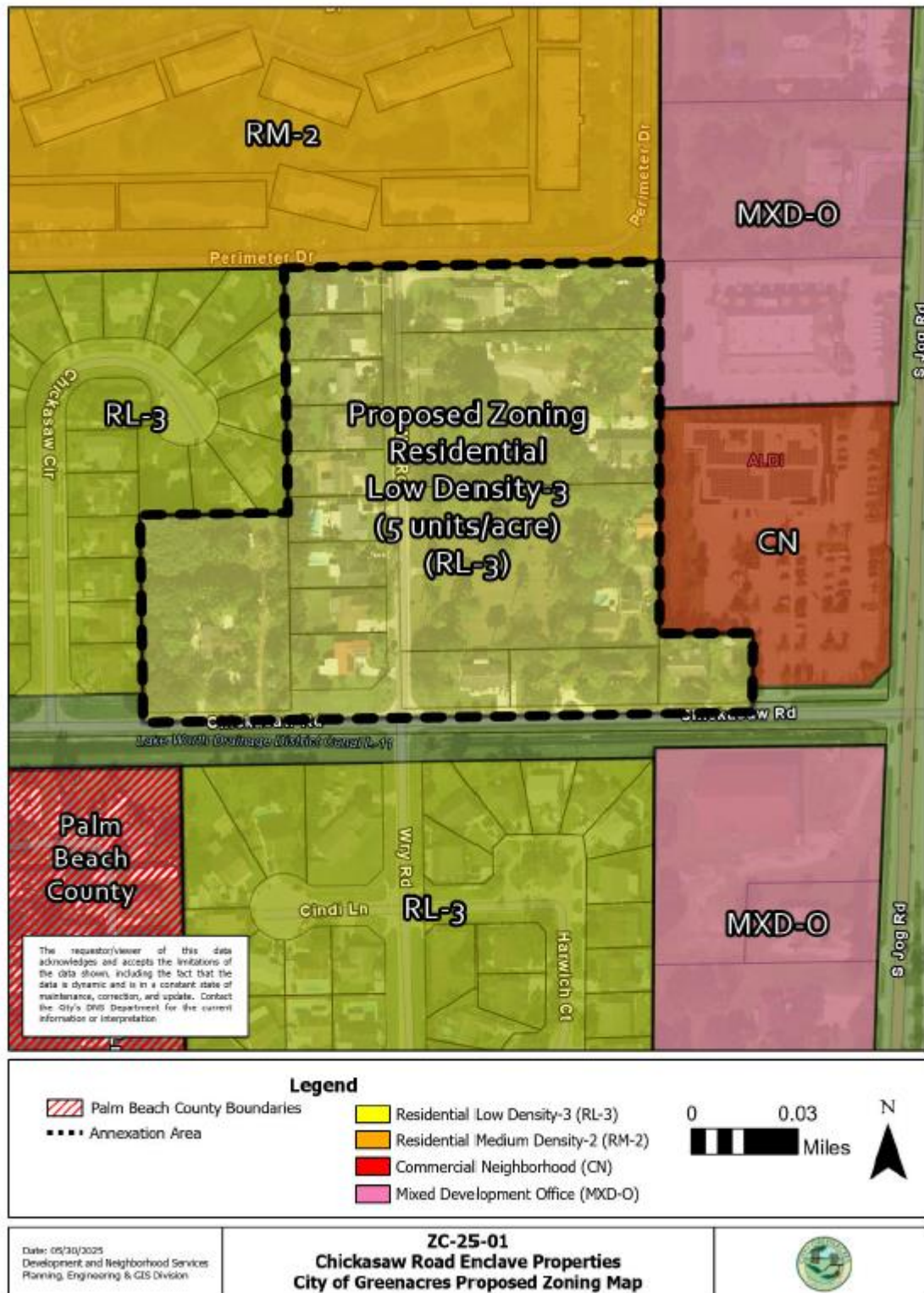


Exhibit B



ORDINANCE NO. 2025-13

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A REZONING AND OFFICIAL ZONING MAP AMENDMENT FOR SIXTEEN (16) PARCELS OF LAND TOTALING APPROXIMATELY 9.7541 ACRES, LOCATED AT 6561, 6571, 6523, 6563 CHICKASAW RD AND 3476, 3406, 3384, 3381, 3395, 3409, 3423, 3437, 3451, 3465, 3479, 3493 WRY RD FROM A PALM BEACH COUNTY AGRICULTURAL RESIDENTIAL (AR) AND SINGLE FAMILY RESIDENTIAL (RS) ZONING DISTRICT TO THE CITY OF GREENACRES RL-3 RESIDENTIAL LOW DENSITY 3 (RL-3) (5 UNITS PER ACRE), AS REQUESTED BY 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 applicant, the City of Greenacres is requesting a rezoning of sixteen (16) parcels of land totaling approximately 9.7541 acres more or less, from a Palm Beach County Agricultural Residential (AR) and Single Family Residential (RS) zoning district to the City of Greenacres RL-3 Residential Low Density-3 (RL-3) (5 units per acre) zoning district; and

WHEREAS, the Planning and Zoning Board has held a duly advertised public hearing on June 12, 2025 and reviewed the application for compliance with the staff findings relevant to the criteria for a rezoning as detailed in the Staff Report and Recommendation, Exhibit "A", as revised; and

WHEREAS, the City Council of the City of Greenacres conducted first reading on July 21, 2025 and a duly advertised public hearing for the second reading on August 4, 2025 and considered all testimony and evidence presented and other comments made concerning the proposed Rezoning and amendment to the Official Zoning Map 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; and

Ordinance No. 2025-13 | Chickasaw and Wry Road Properties

Page No. 2

WHEREAS, the City Council of the City of Greenacres further finds that, in accordance with Exhibit “A”, “Staff Report and Recommendation”, as revised (attached), the proposed rezoning of sixteen (16) parcels of land totaling approximately 9.7541 acres more or less, from a Palm Beach County Agricultural Residential (AR) and Single Family Residential (RS) zoning district to the City of Greenacres RL-3 Residential Low Density-3 (RL-3) (5 units per acre) zoning district; 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. Rezoning and Zoning Map Amendment.

The request by the Petitioner to change the zoning designation for sixteen (16) parcels of land totaling approximately 9.7541 acres more or less, from a Palm Beach County Agricultural Residential (AR) and Single Family Residential (RS) zoning district to the City of Greenacres RL-3 Residential Low Density-3 (5 units per acre) zoning district, is hereby granted for the property located at 6561, 6571, 6523, 6563 CHICKASAW RD AND 3476, 3406, 3384, 3381, 3395, 3409, 3423, 3437, 3451, 3465, 3479, 3493 WRY RD, legally described as follows:

Legal Description

PCN: 00-42-43-27-05-022-0404

Parcel 1

PALM BEACH FARMS CO PLAT NO 3 W 140 FT OF S 100 FT OF TRACT 40 BLK 22

PCN: 00-42-43-27-05-022-0391

Parcel 2

PALM BEACH FARMS CO PL 3 S 85 FT OF TR 39 /LESS W 160 FT/ BLK 22

00-42-43-27-05-022-0394

Parcel 3

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PALM BEACH FARMS CO PL 3 W 160 FT OF S 85 FT OF TR 39 BLK 22

PCN: 00-42-43-27-05-022-0392**Parcel 4**

PALM BEACH FARMS CO PL 3 N 245 FT OF S 330 FT OF TR 39 BLK 22

PCN: 00-42-43-27-05-022-0393**Parcel 5**

PALM BEACH FARMS CO PLAT NO 3 N 100 FT OF TR 39 BLK 22

PCN: 00-42-43-27-05-022-0395**Parcel 6**

PALM BEACH FARMS CO PLAT NO 3 N 100 FT OF TR 39 BLK 22

PCN: 00-42-44-22-14-000-0090**Parcel 7**

CHICKASAW MANOR UNIT 2 LOT 9

PCN: 00-42-44-22-14-000-0080**Parcel 8**

CHICKASAW MANOR UNIT 2 LOT 8

PCN: 00-42-44-22-14-000-0070**Parcel 9**

CHICKASAW MANOR UNIT 2 LOT 7

PCN: 00-42-44-22-14-000-0060**Parcel 10**

CHICKASAW MANOR UNIT 2 LT 6

PCN: 00-42-44-22-14-000-0050**Parcel 11**

CHICKASAW MANOR UNIT 2 LOT 5

PCN: 00-42-44-22-14-000-0040**Parcel 12**

CHICKASAW MANOR UNIT 2 LOT 4

PCN: 00-42-44-22-14-000-0030**Parcel 13**

CHICKASAW MANOR UNIT 2 LOT 3

PCN: 00-42-44-22-14-000-0020**Parcel 14**

CHICKASAW MANOR UNIT 2 LOT 2

PCN: 00-42-44-22-14-000-0010**Parcel 15**

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CHICKASAW MANOR UNIT 2 LOT 1

PCN: 00-42-43-27-05-022-0370**Parcel 16**

PALM BEACH FARMS CO PL NO 3 S 295 FT OF E 56.37 FT OF TR 37 & S 295 FT OF W 1/2 TR 38 BLK 22

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 9.7541 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

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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. 2025-13, which is the companion small scale comprehensive plan amendment ordinance (changing the Future Land Use designation for the property).

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Passed on the first reading this 21st day of July, 2025.

PASSED AND ADOPTED on the second reading this 4th day of August, 2025.

Voted:

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

John Tharpe, Council Member, *District I*

Voted:

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney