



# CITY COUNCIL MEETING

## City of Greenacres, Florida

Monday, January 05, 2026 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

Elisa Leheny, 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. **Proclamation:** National Certified Registered Nurse Anesthetists Week, January 18-24, 2026. - Dane Alma, Barry University.
2. **Presentation:** Youth Programs First Quarter Programming Update. - Adam Mohammed, Assistant Director of Youth Programs and Benjamin Dexter II, Assistant Director of Youth Programs.

#### CONSENT AGENDA

3. **Official City Council Meeting Minutes:** City Council Meeting Minutes, December 1, 2025. - Quintella Moorer, City Clerk.
4. **Resolution 2026-01:** Approving an agreement with RMJ Constructors Inc. for the restoration and resurfacing of courts as select city parks, including complete system resurfacing for other city parks as needed; authorizing the appropriate City Officials to execute the agreement; and providing for an effective date. - Monia Powery, Director of Purchasing.
5. **Resolution 2026-02:** Approving an agreement for law enforcement services by and between the Palm Beach County Sheriff's Office and the City of Greenacres, providing for an effective date; and for other purposes. - Andrea McCue, City Manager.
6. **Resolution 2026-03:** Approving a partial release of a certain restrictive covenant recorded by Warranty Deed for Pines Plaza; releasing only the portion of the covenant

relating to hours of operation to the extent such hours are otherwise permitted by the City; retaining all other covenant provisions in full force and effect; authorizing recordation; and providing an effective date. - Gionni Gallier, Assistant Director, Development and Neighborhood Services.

## REGULAR AGENDA

- 7. PUBLIC HEARING: Ordinance 2025-05: Second Reading:** Amending Chapter 2, Administration, Article 7, Finance, Division 2, Purchases and contracts, to revise and clarify the procurement code and purchasing processes and for other purposes; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in the Code; and providing for an effective date. - Monica Powery, Director of Purchasing.
- 8. PUBLIC HEARING: Ordinance 2025-14: Second Reading:** Amending Chapter 16, Zoning Regulations, Article 4, Supplementary District Regulations, Division 1, Generally, establishing the process and procedures for the review and approval of reasonable accommodation requests, including certified recovery residences; providing a process for reasonable accommodation requests for persons with disabilities as provided by the Fair Housing Act, the Americans with Disabilities Act and other state and federal regulations; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in the code; and providing for an effective date. - Linda Louie, Zoning Administrator, Development and Neighborhood Services.
- 9. PUBLIC HEARING: Ordinance 2025-22: Second Reading:** Amending the City of Greenacres budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. – Teri Beiriger, Director of Finance.

## DISCUSSION ITEM - None.

## COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

## CITY MANAGER'S REPORT

- 10.** Community Recreation Services Report.
- 11.** Development and Neighborhood Services Report.
- 12.** Finance Report.
- 13.** Fire Rescue Report.
- 14.** Information Technology Report.
- 15.** Palm Beach Sheriff's Office. - District 16 Report.
- 16.** Public Works Report.
- 17.** Purchasing Report.
- 18.** Youth Programs Report.

## CITY ATTORNEY'S REPORT

## MAYOR AND CITY COUNCIL REPORT

## ADJOURNMENT

**Future City Council Meetings**

February 2, 2026.

March 2, 2026.

**Meeting Records Request**

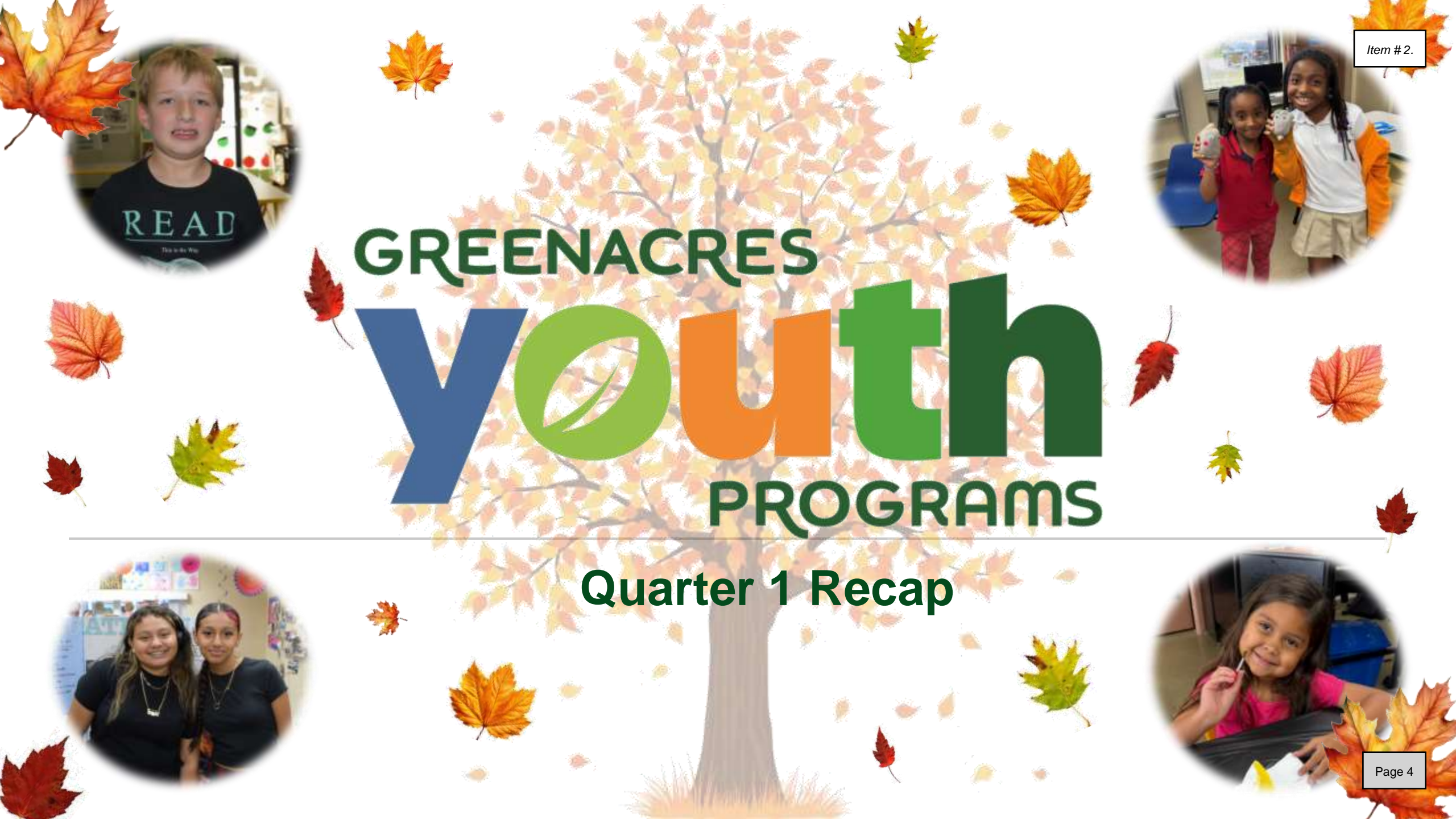
Any person requesting the appeal of a decision of the City Council will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be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

**Notice of Council Meetings and Agendas**

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

**Americans with Disabilities Act**

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Quintella 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.



Item # 2.

# GREENACRES youth PROGRAMS

## Quarter 1 Recap





In partnership  
with:





**Friday August 29, 2025**









Item # 2.





# Nexplore

## STEAM Enrichment Program – Robotics with Edison









**SIERRA  
CLUB**

Inspiring Connections  
Outdoors

A program that introduces underserved youth & adults to nature through volunteer-led outdoor activities like camping, hiking and canoeing.





SWA Recycling Center – Saturday September 23, 2025.





Item # 2.



Page 13



# Hot Spot

Feeding South Florida  
Outrun Hunger 5K







# Hispanic Heritage Month

Item # 2.



Page 16













# Florida City Week:

- Fire Rescue Demonstration
- PBSO Trip
- Lights on After School
- Trunk or Treat
- Class Activities
- Pink Sheriff Vehicle
- Fire Safety Activity
- Happy Helpers Parade

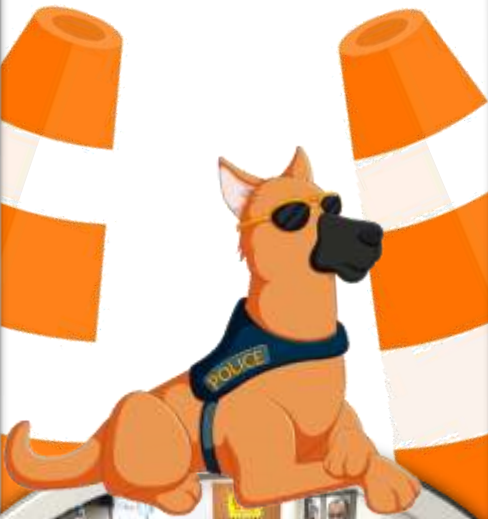




# Fire Rescue Demonstration







# PBSO Tour Visit



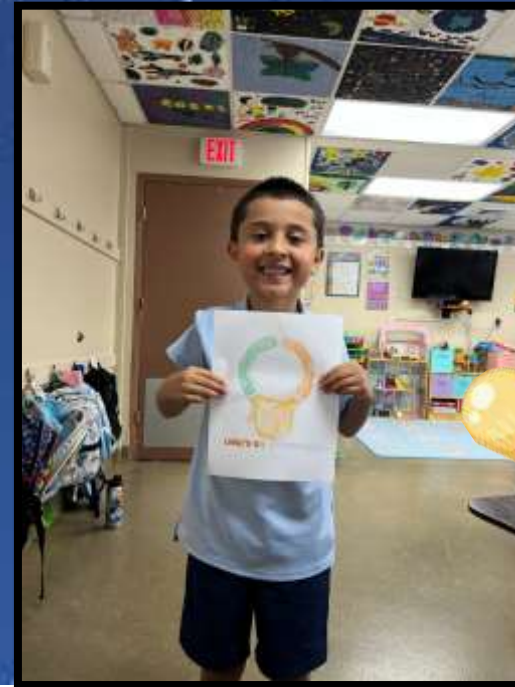






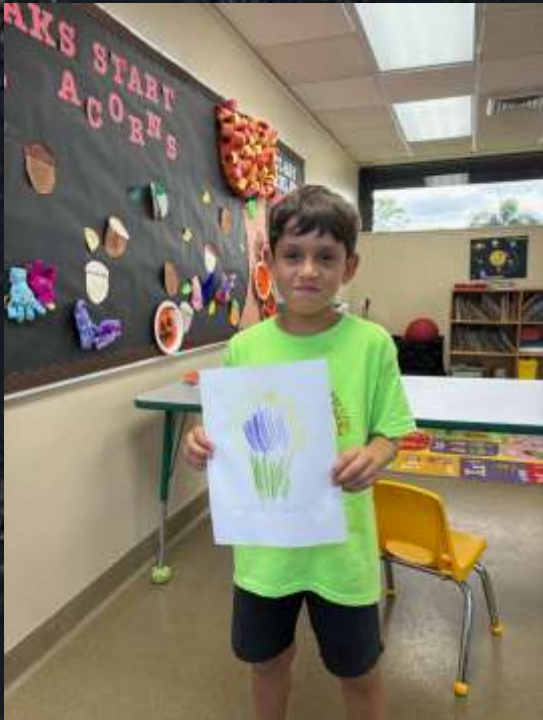


Item #2.



# Lights on After School

















# Pink Sheriff Vehicle









# Happy Helper Parade

























NAMIWalks 5K – Saturday  
November 1, 2020





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**John D. MacArthur  
Beach – Saturday  
November 8<sup>th</sup>, 2025.**





Friday November 21, 2025 – Thanksgiving Family Parent Night









# Fall Camp









# Intergenerational Opportunities





# Teen Outreach Program – Community Service Project

Item #2.



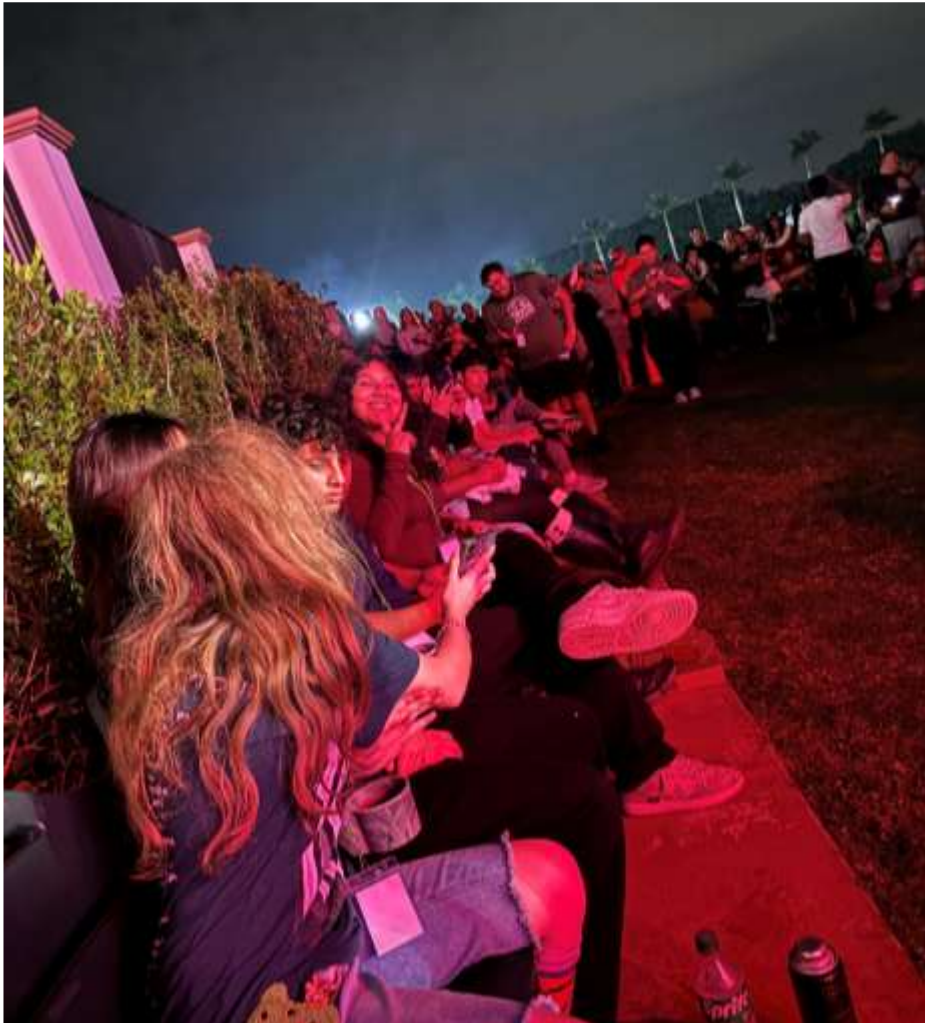
Page 43







## Winterfest







- The Riverwoods Field Lab is part of Florida Atlantic University in Boca Raton. At the lab, scientists study the changes in the Kissimmee River following the completion of the restoration project that ended in July 2022, after 20 years of work. This monumental engineering project was the largest river restoration project in the world, and the results have been astounding!
- Twelve (12) of our teens participated in an overnight outing Friday to Saturday December 12-13, 2025.













## CITY COUNCIL MEETING

### City of Greenacres, Florida

Monday, December 01, 2025, at 6:00 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

Elisa Leheny, 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 6:01PM. Selene Tapia, Assistant City Clerk, called the roll. All Councilmembers were present.

### PLEDGE OF ALLEGIANCE

### AGENDA APPROVAL

Motion made by Councilmember Dugo, Seconded by Councilmember Noble to approve the agenda to include the reorder of items 2 and 3 on the Special Business Agenda. Voting Yea: Deputy Mayor Diaz, Councilmember Noble, Councilmember Tharp, Councilmember Dugo, and Councilmember Leheny.

### COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

### SPECIAL BUSINESS

1. **Presentation:** Holiday Performance. - John I. Leonard High School - Dr. Jesus Armas.

The Council thanked the performers.

2. **Presentation:** 2025 City Photo Contest Winners. - Austin Lee, Director of Communications and Governmental Affairs.

Mr. Lee and Ms. Blanca Lopez Mackrey, State Farm Office, presented the contest winners. Ms. Lopez Mackrey sponsored the gift cards to all winners. Mr. Lee thanked the committee and special thanks to Ms. Loris Baez, Multimedia Communications Specialist.

Nature and Wildlife, Andrew West.

Parks and Landmarks, Jenny Apple-Santoro.

Special Events and Programs, Charlene Rothe.



**3. Presentation:** Comprehensive Hotel Market Feasibility Study. - Dr. Philip Harris, Director of Economic Development.

Dr. Harris introduced Ms. Jessica Junker, Core Distinction Group. Ms. Junker highlighted a few quick points of the hotel study. Ms. Junker stated the city could support an upper-scale hotel with 80-100 rooms or an upscale 130-150 room hotel. She recommended focusing on the mid-scale hotel now. She highlighted the estimated impact was around \$23 million within a five-year timeframe.

Councilmember Dugo questioned the city's height requirements.

Deputy Mayor Diaz questioned the involvement of Discover the Palm Beaches and the attraction event ratios. Dr. Harris confirmed involved of various stakeholders.

Councilmember Noble questioned the cost of the hotel and the owners of the hotel. Dr. Harris stated the land was privately owned and the cost was estimated that without land was about \$14 million.

Mayor Shaw questioned possible locations for the hotel. Dr. Harris replied to Lake Worth Road or Jog Road.

## CONSENT AGENDA

**4. Official City Council Meeting Minutes:** City Council Meeting Minutes, November 3, 2025. - Quintella L. Moorer, City Clerk.

**5. Resolution 2025-56:** Approving Amendment 001 to the fiscal year 2024-2025 Community Development Block Grant (CDBG) Agreement with Palm Beach County (R2024-1409) for Phase III Original Section Sewer Project; authorizing City Officials to execute the same; and providing for conflicts and an effective date. - Carlos Cedeño, Director of Public Works.

**6. Resolution 2025-58:** Authorizing the execution of the First Amendment to the agreement between the City of Greenacres and America Traffic Solutions, Inc. d/b/a Verra Mobility for school zone speed camera enforcement services; providing for conflicts and effective date. - Monica Powery, Director of Purchasing.

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Tharp to approve the Consent Agenda.

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

## REGULAR AGENDA

**7. PUBLIC HEARING: Ordinance 2025-06: Second Reading:** Amending the Code of Ordinances Chapter 16, Zoning Regulations, Article 1, in General; Article 3, District Regulations; Article 4, Supplemental District Regulations; and Article 7, Landscaping, to revise definitions, Standards related to impervious and pervious surfaces, and driveway requirements for residential properties; providing for severability; providing for inclusion in code; providing an effective date; and for other purposes. - Linda Louie, Zoning Administrator, Development and Neighborhood Services.

Ms. Tapia read the ordinances by title.

Ms. Louie stated no changes had been made since the First Reading.



She recapped the ordinance at the request of Councilmember Noble.

Staff recommended approval.

Motion made by Councilmember Dugo, Seconded by Councilmember Noble to approve Ordinance 2025-06 on Second Reading.

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

- 8. PUBLIC HEARING: Ordinance 2025-14: First Reading:** Amending Chapter 16, Zoning Regulations, Article 4, Supplementary District Regulations, Division 1, Generally, establishing the process and procedures for the review and approval of reasonable accommodation requests, including certified recovery residences; Providing a process for reasonable accommodation requests for persons with disabilities as provided by the Fair Housing Act, the Americans with Disabilities Act and other state and federal regulations; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in the code; and providing for an effective date. - Linda Louie, Zoning Administrator, Development and Neighborhood Services.

Ms. Tapia read the ordinance by title.

Ms. Louie stated the mandatory text amendment was required by the Florida Statue to establish review and approval of reasonable accommodations request within certain timeframes.

The proposed amendment was aligned with the requirements.

Staff recommended approval.

Mr. Gionni Gallier stated the amendment does not change any processes.

Mayor Shaw questioned compliance requirements. Mr. Gallier stated the amendment only changed processes and review.

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Tharp to approve Ordinance 2025-14 on First Reading.

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

- 9. QUASI-JUDICIAL: PUBLIC HEARING: Resolution 2025-57:** Approving an application for a Major Site and Development Plan Amendment to expand the existing Online Pickup Delivery operations and add Electric Vehicle charging spaces. The request includes a Master Sign Plan approval located south of Forest Hill Boulevard approximately 620 feet east of Jog Road, at 6294 Forest Hill Boulevard, as requested by applicant, Jacquie Pedevillano of Bowman Consulting Group Ltd., agent for the owner Walmart Stores East. - Millie Rivera, Planner, Development and Neighborhood Services.

Ms. Millie Rivera, Planner read the Quasi-Judicial procedures into the record.

Ms. Tapia read the oath and swore in five people.

Ms. Tapia read the resolution by title.

No ex-parte communications were reported.

Mr. Wesley Hevia, LSN, P.A. requested approval of the site plan amendment at Walmart that included electrical charging parking lots and extending the delivery operations. He



stated the applicant was planning to also renovate the interior of Walmart. He provided more technical information regarding the project.

Ms. Rivera stated the application was aligned with all requirements and mentioned that Staff recommended approval.

Councilmember Tharp questioned the level of electrical chargers and Councilmember Dugo questioned the amount of handicap parking spots. Councilmember Leheny asked about any entry upgrades. Councilmember Noble questioned the enforcement of electrical parking only. Mr. Gionni Gallier, Assistant Director of DNS, stated a Florida State Statute exists to ensure that only electric vehicles park in the designed area.

Deputy Mayor Diaz questioned would there be more jobs offered with the upgrades. Mr. Hevia replied yes. Deputy Mayor Diaz thanked Staff for the landscape and bus shelter requirements.

Mayor Shaw asked was the upgrade consists of the Lake Worth location. Mr. Hevia replied yes.

Councilmember Dugo asked for the expected completion date. Mr. Hevia said five to six months.

Councilmember Tharp questioned safety and lighting. Mr. Gallier stated the plans would be inspected before completion.

Motion made by Councilmember Tharp, Seconded by Deputy Mayor Diaz to approve Resolution 2025-57.

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

**10. Ordinance 2025-05: First Reading:** Amending Chapter 2, Administration, Article 7, Finance, Division 2, Purchases and contracts, to revise and clarify the procurement code and purchasing processes and for other purposes; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in the Code; and providing for an effective date. - Monica Powery, Director of Purchasing.

Ms. Tapia read the ordinance by title.

Ms. Powery stated the ordinance proposed revisions to the city's Procurement Code, the update provided clarity and aligned with current requirements.

Staff recommended approval.

Motion made by Councilmember Dugo, Seconded by Councilmember Leheny to approve Ordinance 2025-05 on First Reading.

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

**11. PUBLIC HEARING: Ordinance 2025-22: First Reading:** Amending the City of Greenacres budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. – Teri Beiriger, Director of Finance.

Ms. Tapia read the ordinance by title.



Ms. Beiriger stated the adjustment was strictly for the General Fund. She mentioned the adjustments were due to grants, positions, the Lake Worth Plaza, and the opioid settlement.

Staff recommended approval.

Motion made by Councilmember Tharp, Seconded by Councilmember Leheny to approve Ordinance 2025-22 on First Reading.

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

## **DISCUSSION ITEM - None.**

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

Mr. Joseph Valcarcel, a member of Nautica Isles West, requested to update the community signage to digital signage on the private roads of the community for quick information for residents to help build community.

## **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 reminded the Council of community feedback for the parks master plan on December 17, and the Holiday Day in the Park event on December 13-14.

## **CITY ATTORNEY'S REPORT**

## **MAYOR AND CITY COUNCIL REPORT**

*Deputy Mayor Diaz* thanked Ms. Mackrey for her sponsorship and all City staff, especially Mr. Julian, incoming firefighter, who loosened his tie to step in and help with the food distribution during his visit to City Hall. She stated she was very proud of the kind of staff here in Greenacres.

*Councilmember Noble* thanked Michele Thompson, Director of Community and Recreation Services, for her excellent job on the Senior Thanksgiving Dinner, the whole team was amazing, and it was a wonderful event.

*Councilmember Tharp* questioned the new signage for the school zone area and reminded all to stop by the Breakfast with Santa at the Fire Station. He thanked Mr. Diaz for all his hard work with the parade float. He also thanked DNS for their assistance.



*Mayor Shaw* thanked Fire Rescue for their assistance today. He thanked staff and residents for their support and efforts.

*Councilmember Dugo* thanked Ms. Thompson for a job well done with Thanksgiving Dinner. She also wished Deputy Mayor Diaz a happy birthday.

**ADJOURNMENT**

7:38PM.

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

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

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





## ITEM SUMMARY

**MEETING DATE:** January 5, 2026  
**FROM:** Monica Powery, Director, Purchasing  
**SUBJECT:** Award of Bid No. 26-003 Parks Court Resurfacing

### BACKGROUND

The City of Greenacres desires to engage an experienced and qualified contractor to restore and resurface recreational courts at select City parks, including four (4) pickleball courts at Freedom Park and two (2) tennis/pickleball courts at Community Park. This agreement also allows for complete system resurfacing services for other City parks on an as-needed basis.

The Invitation to Bid (ITB) No. 26-003, Parks Court Resurfacing, was issued by the City's Purchasing Department and advertised in the Palm Beach Post on November 11, 2025. Notices were also distributed to prospective bidders via DemandStar.

### ANALYSIS

Bid responses were opened on December 11, 2025, and five (5) bids were received. The Purchasing Department reviewed all submissions for responsiveness and responsibility in accordance with the Bid specifications.

Newbold Construction Inc. submitted the lowest total bid price; however, the bid was determined to be non-responsive due to the bidder's failure to submit the required minimum of five (5) references for similar work, a mandatory requirement of the Bid.

RMJ Contractors Inc. submitted the lowest responsive and responsible bid for Items 1 and 2 of the Bid, which includes the resurfacing of the pickleball courts at Freedom Park and the tennis/pickleball courts at Community Park, in the total amount of \$38,400.00.

Due to funding constraints, Item 3 of the Bid for the Bankshot basketball court at Freedom Park is not recommended for award at this time.

City staff has reviewed RMJ Contractors Inc.'s qualifications and determined the company meets all licensing, experience, and performance requirements of Bid No. 26-003.

### FINANCIAL INFORMATION

Sufficient funds are budgeted in account 303-40-46-63-54, Capital Improvements Program project number forty-eight (CIP 303-048), to provide for award in the amount of \$38,400.00.

### LEGAL

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



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**STAFF RECOMMENDATION**

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Approval of Resolution No. 2026-01 authorizing the award of Bid No. 26-003, Parks Court Resurfacing, to RMJ Contractors Inc. for Items 1 and 2 only, in the amount of \$38,400.00, and authorizing the appropriate City officials to execute the necessary documents.



**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN AGREEMENT WITH RMJ CONTRACTORS INC. FOR THE RESTORATION AND RESURFACING OF COURTS AT SELECT CITY PARKS, INCLUDING COMPLETE SYSTEM RESURFACING FOR OTHER CITY PARKS AS NEEDED; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Greenacres (the “City”) has identified the need to restore and resurface recreational courts at certain City parks, including pickleball and tennis/pickleball courts (the “Project”), as well provide services on other city parks on an as needed basis; and

**WHEREAS**, in accordance with the City’s Code of Ordinances, the Purchasing Department issued Invitation to Bid No. 26-003 Parks Court Resurfacing (the “BID”) which was advertised in the legal notices section of the Palm Beach Post on November 11, 2025, and a notice was also sent to one thousand one hundred and forty-seven (1,147) prospective bidders via DemandStar; and

**WHEREAS**, the Bid opened on December 11, 2025, and the Purchasing Department received five (5) bid responses, which were publicly opened and tabulated; and

**WHEREAS**, Newbold Construction Inc. submitted the lowest total bid price; however, upon review, the bid was determined to be non-responsive due to the bidder’s failure to submit the required minimum five (5) references for similar work, as required by the Bid specifications; and

**WHEREAS**, failure to submit the required references constitutes a material deviation from the Bid requirements and renders the bid non-responsive; and

**WHEREAS**, RMJ Contractors Inc. submitted the lowest responsive and responsible bid for Items 1 and 2 of the Bid, which include the restoration and resurfacing of four (4) pickleball



courts at Freedom Park and two (2) tennis/pickleball courts at Community Park, in the total amount of \$38,400.00; and

**WHEREAS**, the City has determined that sufficient funds are not available at this time to award Item 3 of the Bid for the Bankshot basketball court at Freedom Park; and

**WHEREAS**, City staff has reviewed RMJ Contractors Inc.'s bid and determined that the company meets all responsiveness, responsibility, licensing, and experience requirements of Bid No. 26-003; and

**WHEREAS**, City staff recommends award of Bid No. 26-003 to RMJ Contractors Inc. for Items 1 and 2 only, as being in the best interest of the City.

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

**SECTION 1.** The City Council hereby finds Newbold Construction Inc. to be non-responsive for failure to comply with the mandatory bid requirements of Bid No. 26-003.

**SECTION 2.** The City Council hereby approves and awards Bid No. 26-003, Parks Court Resurfacing, for Items 1 and 2 only, to RMJ Contractors Inc. in the total amount of \$38,400.00, subject to the terms and conditions of the Invitation to Bid and the contractor's bid response.

**SECTION 3.** The City Council authorizes the appropriate City officials to execute any and all agreements, purchase orders, and related documents necessary to effectuate this award.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.



RESOLVED AND ADOPTED this 5 of day of January 2026

\_\_\_\_\_  
**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**, Council Member, *District III*

\_\_\_\_\_  
*Voted:*  
**Susy Diaz**, *Deputy Mayor*

\_\_\_\_\_  
*Voted:*  
**Elisa Leheny**, Council Member, *District V*

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

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





## ITEM SUMMARY

**MEETING DATE:** January 5, 2026

**FROM:** Andrea McCue, City Manager, Administration

**SUBJECT:** Resolution 2026-02 Law Enforcement Services Agreement with the Palm Beach County Sheriff's Office

### BACKGROUND

In 2015, the City entered into a Law Enforcement Services Agreement with the Palm Beach County Sheriff's Office effective on February 1, 2016, for a ten-year period ending January 31, 2025.

### ANALYSIS

Increases for each year of the contract were:

16/17 – 1%	17/18 – 2%
18/19 – 2%	19/20 – 2%
20/21 – 0%	21/22 – 2%
22/23 – 2%	23/24 – 3%
24/25 – 3%	

During the term of the initial contract the City also agreed to add new positions to the total allocation. Changes to the agreement reflect cleanup language, clarification of terms, and a not to exceed annual increase of 2%. The city wishes to continue its contractual relationship with PBSO through the execution of this agreement.

### FINANCIAL INFORMATION

Annual increases will not exceed 2% for each year of the ten-year agreement.

### LEGAL

The City Attorney has reviewed the item and all supporting documents for legal sufficiency and compliance.

### STAFF RECOMMENDATION

Staff is recommending approval of Resolution 2026-02.



**RESOLUTION NO. 2026-02**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE AND CITY OF GREENACRES, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council entered into a contract with the Palm Beach County Sheriff's Office (PBSO) to provide police services to the City of Greenacres (CITY) through the execution of a Law Enforcement Services Agreement (LESA); and

**WHEREAS**, the LESA was executed on or about August 10, 2015, with an effective date of February 1, 2016, and has been subsequently adjusted through Addendums one (1) through eleven (11); and

**WHEREAS**, the LESA is scheduled to expire on January 31, 2026, and the CITY is desirous of renewing its agreement with PBSO for law enforcement services.

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

**SECTION 1.** The City Council of the City of Greenacres, a municipal corporation, hereby approves the LESA with PBSO attached hereto and authorizes its Mayor to execute the same.

**SECTION 2.** This Resolution shall take effect on February 1, 2026.

**Resolution No. 2026-02 | Law Enforcement Services Agreement with the Palm Beach  
County Sheriff's Office**

Page No. 2

**RESOLVED AND ADOPTED this 5th of day of January 2026**

\_\_\_\_\_  
**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, Council Member, District III**

\_\_\_\_\_  
*Voted:*  
**Susy Diaz, Deputy Mayor,**

\_\_\_\_\_  
*Voted:*  
**Elisa Leheny, Council Member, District V**

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

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



## **AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE AND CITY OF GREENACRES**

This Agreement is made by and between the CITY OF GREENACRES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "CITY") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

### **WITNESSETH:**

**WHEREAS**, the CITY is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, the SHERIFF has agreed to provide the CITY a high level of professional law enforcement services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the CITY is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

### **ARTICLE 1 – DEFINITIONS**

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. District 16 Commander shall mean an exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of captain who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- C. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.
- D. Deputy Sheriff shall mean an individual, other than those described in A, B, and C above, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a

certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.

- E. Administrative Assistant shall mean a civilian employee of the SHERIFF who performs general office and clerical functions at the SHERIFF's District Office as directed by the District 16 Commander and the Executive Officer as set forth in Article 2 of this Agreement.
- F. School Crossing Guard shall mean a part-time civilian employee of the SHERIFF assigned to provide safe crossing for students attending schools within the boundaries of CITY as set forth in Article 2 of this Agreement.
- G. Law Enforcement Aide shall mean a full-time civilian employee of the SHERIFF assigned to law enforcement related duties and responsibilities assisting a deputy sheriff as set forth in Article 2 of this Agreement.
- H. Patrol Unit shall mean one staffed marked patrol car and all standard equipment as defined by the SHERIFF's general orders.
- I. District Office shall mean the law enforcement office space provided by the CITY as set forth in Articles 4 and 5, located within the CITY'S boundaries.
- J. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- K. City Manager shall mean the chief administrative officer of the CITY and shall include any individual employed by the CITY or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the CITY functions related to law enforcement services.

## **ARTICLE 2 – LEVELS OF SERVICE**

### **2.1 Law Enforcement Patrol Services**

- A. The SHERIFF shall provide to the CITY, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, and revised each year in accordance with Section 2.3, utilizing the staff structure as provided herein.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include arrest of criminal offenders and citations issued to traffic



violators, crime prevention, traffic control, testifying in court, community policing, high visibility patrol within the CITY (including all CITY facilities and parks), and other duties in accordance with the SHERIFF's general orders, the CITY Charter and ordinances (subject to approval by the Sheriff), Palm Beach County Charter and ordinances that are applicable within the CITY, and statutes of the State of Florida. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County's Alarm Ordinance as it may from time-to-time be amended.

- D. The City of Greenacres's Code Enforcement Department ensures that residents, business owners and properties comply with the Code of Ordinances for the CITY. The Code Enforcement Department will enforce the codes of the CITY, in the manner set forth in the Code. The Sheriff's deputies will not replace the CITY's Code Enforcement Officers, however, Sheriff's deputies may enforce Ordinances where the ordinance provides for a penalty which includes a term of imprisonment, and may enforce such other sections of the Code which present law enforcement issues. The Sheriff will develop partnerships with the Code Enforcement Department to promote and maintain a safe and desirable living and working environment.
- E. The SHERIFF shall provide the CITY, upon the request of the CITY, such supplemental law enforcement services of a deputy sheriff or sergeant, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:
  - 1. Council meetings.
  - 2. Board and Committee meetings.
  - 3. Special Events sponsored by CITY.
  - 4. Short-term and temporary increases in law enforcement road patrol services.
- F. Direct law enforcement patrol supervision shall be provided by the assignment of a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- G. The Law Enforcement Aide shall provide services in the District Office, including walk-in complaints, preparing reports, logs and schedules, filing, fingerprinting, equipment certification, and other related duties as assigned by the District 16 Commander.
- H. The School Crossing Guards shall provide assistance for the purpose of protecting children while crossing the roadways in and around schools located within the CITY. School Crossing Guards shall be present prior to school opening and at the close of each regularly scheduled school day.

- I. The sheriff's office shall provide reports as mutually agreed upon between the City Manager and the District Commander.
- J. Vehicle towing services may be provided by the SHERIFF through the towing rotation list or by the CITY, however, the SHERIFF reserves the right to have its contracted tow company tow all vehicles associated with a criminal investigation.
- K. SHERIFF'S personnel shall respond to and render law enforcement services in accordance with the performance measures and standards contained within the annual Law Enforcement Services Plan as prepared by the District 16 Commander and presented to the CITY.
- L. The District Office shall minimally be open during normal business hours, Monday through Friday, from the hours of 8:00 a.m. until 4:30 p.m.
- M. Each patrol unit shall prominently display on the vehicle's exterior "Greenacres".

## 2.2 Executive and Administrative Services

- A. Without impairing the rights of the SHERIFF as an employer as provided in Article 3, the SHERIFF will review with and receive input from the CITY prior to the selection of the District 16 Commander, who shall regularly meet and confer with the City Manager or designee.
- B. Performance of all duties and responsibilities of the District 16 Commander and the Executive Officer shall be completed without overtime compensation or additional charges. When the Executive Officer is acting in the capacity of the District 16 Commander due to the District 16 Commanders absence or unavailability, the CITY shall not be responsible for any overtime compensation or additional charges for the Executive Officer acting in that capacity.
- C. Performance of all duties and responsibilities of the Executive Officer, except as outlined in 2.2B, shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this AGREEMENT.

## 2.3 Administrative Responsibilities

- A. The Executive Officer shall serve as assistant to the District 16 Commander and perform those duties and responsibilities consistent with the SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement under the direction of the District 16 Commander.
- B. The District 16 Commander or designee will notify the City Manager or his designee in a timely manner of any major/significant crimes, incidents or emergencies that occur within the CITY'S municipal boundaries, including any movement of personnel.



- C. The District Commander shall may provide annual report to the CITY consisting of data and analysis of city law enforcement service activity, segregated by type and geographic locations where applicable, to include:
1. Calls for service by time of day, geographic location, day of week, and type.
  2. Reported incidents, criminal and non-criminal, by category.
  3. Number and types of arrests.
  4. Traffic crashes.
  5. Traffic citations.
  6. Response times to emergency calls by priority classification.
  7. Number and type of special/additional enforcement activities.
  8. Law Enforcement Forfeiture activity.
  9. Monthly expenditure reports.
  10. Monthly overtime reports.
- D. A formal analysis of law enforcement-related trends and indicators shall may be prepared and presented to the CITY on a annual basis by the SHERIFF or designee and may include the data, analysis, and reporting set forth in Section C above.
1. The CITY may, at its sole discretion and cost, cause the analysis to be prepared by the CITY in addition to the analysis prepared by the SHERIFF.
  2. The SHERIFF may provide any and all available data, in accordance with Florida law, to complete the analysis as requested by the CITY.
- E. CITY and SHERIFF recognize that competent professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the District 16 Commander shall have the discretion to determine staff allocation and assignments in alignment with the Law Enforcement Services Plan and ongoing law enforcement activity analysis.
- F. The District 16 Commander or designee shall be responsible for attending all CITY Council meetings, Development Review Committee meetings and such other Board, Committee or Community meetings at the request of the City Manager, without additional charges which involves issues of mutual concern or whenever needed to provide advice or consent on law enforcement issues.

- G. From time to time, with responsible notice, the SHERIFF, or Executive Staff Member, shall meet with CITY to discuss law enforcement issues related to services impacting CITY.

## 2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the CITY proposed costing for renewal of law enforcement services no later than May 31<sup>st</sup> prior to each fiscal year through the term of the Agreement.
- B. Annual staffing increases for deputy sheriffs in the SHERIFF's proposed costing renewal of law enforcement services shall be supported by crime and law enforcement activity analysis. All changes in staffing allocations must be approved by the City Council.
- C. Emergency purchases and unanticipated repairs not included in the compensation provided for in this agreement shall be forwarded to the City's Finance Director for consideration.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the CITY, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, communication services and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder, except as included under Article 4. Clerical and administrative support shall be provided by the SHERIFF under the direction of the District 16 Commander.

## ARTICLE 3 – OTHER RESPONSIBILITIES

### 3.1 Employment Responsibility

- A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contemplated herein, for CITY, are deemed Palm Beach County Sheriff's Office employees during the duration of this Agreement.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, CITY shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of CITY and residents thereof.

### 3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.



- B. CITY does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

3.3 The SHERIFF shall maintain the District Office in a clean condition, free from debris, normal use excepted. The SHERIFF further agrees not to destroy, deface, damage, impair, or remove any part of the District Office and shall be responsible for the repair or replacement of such property.

3.4

#### **ARTICLE 4 – CITY RESPONSIBILITIES**

##### **4.1 District Office Space**

- A. The CITY will provide office space within its municipal boundaries, which is adequate in size, configuration and accessibility to coordinate and carry out law enforcement services within the CITY'S municipal boundaries.
- B. The CITY agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building / ground maintenance, pest control, alarm services and janitorial services for those facilities designated as the District Office. The SHERIFF shall maintain the District Office in a clean condition, free from debris, with normal use excepted. In the event the SHERIFF, his employees or appointees destroy, deface, damage, impair or remove any part of the District Office, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.
- C. Future space planning shall be coordinated with the SHERIFF and CITY. The final decision shall be the responsibility of CITY.
- D. CITY shall be financially responsible for all fixtures, furnishings, equipment and costs related to the operation of the District Office, including costs which may be incurred in the relocation of the District Office during the term of this Agreement. Fixtures, furnishings, equipment and costs related to the operation of the District Office are defined as desks, chairs, lamps, lights, telephones, facsimile machines, photocopiers, office supplies and any other piece of personal property which is reasonable and necessary for the proper functioning of a District Office office space. Any fixtures, furnishings and equipment located in the District Office purchased by the SHERIFF prior to the time of this Service Agreement is executed and any other property purchased by the SHERIFF for the District Office during the term of this Service Agreement are and will remain the property of the SHERIFF. Any fixtures, furnishings and equipment purchased by CITY are and will remain the property of CITY, unless otherwise donated or released to the SHERIFF.

- E. The use and occupancy by the SHERIFF of the District Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress, loading and unloading facilities and other facilities as may be designated from time to time by CITY; subject, however, to the terms and conditions of this Service Agreement.
- F. CITY, during the term of this Agreement, at its sole cost and expense, shall maintain appropriate insurance coverage to include general liability and fire and casualty coverage, either through a commercial insurance carrier or a self-insurance program of sufficient coverage, to protect CITY and the SHERIFF in the event of claims relating to the District Office or damage/destruction of the District Office provided to the SHERIFF under this Agreement. CITY shall provide a copy of its insurance policy to the SHERIFF within thirty (30) days of the effective date of this Agreement.
- G. If, for any reason, CITY fails to provide the SHERIFF with a District Office as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of CITY, those contracted or future contracted administrative services, including all positions indicated in this Agreement and such other services which require a physical structure within CITY. All such positions indicated in this Agreement will be relocated to the SHERIFF's main headquarters office and will carry out their job functions as required under this Service Agreement, and CITY will pay for those services while performed at the SHERIFF's main headquarters office.
- H. CITY'S failure to provide the SHERIFF with a District Office will require the Sheriff's Deputies to attend roll call at the SHERIFF'S headquarters, and any additional travel time incurred will, as agreed upon by CITY and the SHERIFF, be either part of the contracted hours or will be billed at the contracted hourly rate.

## **ARTICLE 5 – CONSIDERATION**

- 5.1 The total amount due for all services beginning October 1, 2025 through September 30, 2026 excepting those costs identified and funded in Article 5.5 and 5.6 shall be \$11,617,421.00. Four monthly payments for the period beginning October 01, 2025 through January 31, 2026 shall be \$949,135.70. Seven monthly payments for the period beginning February 01, 2026 through August 30, 2026 shall be \$977,609.78. The last monthly payment for the period September 1<sup>st</sup> through September 30, 2026 shall be \$977,609.74.
- 5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the proposed costs not to exceed 2% annually, submitted by the SHERIFF during the CITY'S budget process and approved by the CITY'S Council.
- 5.3 Additional law enforcement services as set forth in Article 2.1 E shall be compensated at a rate of \$132.00 per hour for a deputy and \$172.00 per hour for a sergeant and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change



upon agreement between the CITY and SHERIFF. Alternatively, the CITY may opt to submit an application for an off-duty permit.

- 5.4 The SHERIFF shall invoice the CITY within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF by the 25<sup>th</sup> day of the month following the receipt of the invoice.
- 5.5 CITY shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by CITY.
- 5.6 CITY shall fund the lease and/or other costs associated with provision of the CITY District Office.
- 5.7 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at times prescribed herein. CITY shall have no further monetary obligations to the SHERIFF.

## **ARTICLE 6 – AUDIT OF RECORDS**

- 6.1 CITY may, upon reasonable notice to the SHERIFF, examine the SHERIFF's records and other information relating to the services provided pursuant to the terms of this Agreement
- 6.2 All records and other information requested by CITY will be furnished or made available by the SHERIFF to CITY within thirty (30) days of the initial request. All requests for information regarding allocations and cost are available through the Sheriff's Bureau of Countywide Operations.
- 6.3 Records not prepared by the SHERIFF in the ordinary course of business may be provided as CITY and SHERIFF may agree.
- 6.4 CITY may elect to perform the audit itself or to have an outside third party do so.

## **ARTICLE 7 – FINES AND FORFEITURES**

### **7.1 Law Enforcement Education Funds**

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for CITY pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes authorized in said statute. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

### **7.2 Chapter 316, Florida Statutes, Fines**

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to CITY consistent with the distribution requirements of Section 318.21 Florida Statutes.

### 7.3 Unclaimed Property

CITY and the SHERIFF do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair CITY'S right to the disposition of proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which CITY would otherwise be entitled.

### 7.4 Law Enforcement Trust Funds

- A. The SHERIFF agrees that if a Sergeant, Deputy Sheriff, or Motor Unit (Road Patrol Units) contracted for under this Service Agreement or other SHERIFF'S investigative unit initiates an investigation and seizure of property or currency for forfeiture pursuant to Chapter 932, Florida Statutes, within the CITY'S boundaries, and forfeiture action is commenced resulting in the property or currency being forfeited to the SHERIFF, the proceeds of the seizure, less expenses as set forth below, will be deposited into a Law Enforcement Trust Fund (LETf) established by the CITY. If a federal Agency starts or assumes a forfeiture process, any related equitable sharing proceeds are prohibited from being distributed to the City.
- B. The SHERIFF will deduct from the proceeds of the forfeitures those costs associated with the forfeiture action which include, but are not limited to: towing charges, storage charges, maintenance charges, filing fees, publication fees, postage (including certified and registered mail), service of process fees, clerical fees, attorney's fees and any other out-of-pocket expense.
- C. If the SHERIFF is unsuccessful in obtaining a forfeiture of property or currency seized pursuant to Article 7.4 A, the CITY will reimburse the SHERIFF for those expenses incurred by the SHERIFF as set forth in Article 7.4B.
- D. The District 16 Commander may apply for the use of such funds if such application is in compliance with the Florida Contraband Forfeiture Act and Florida Statutes with approval by the CITY. Upon appropriation, such funds shall be made available to the SHERIFF for its designated use within the confines of the CITY.

### 7.5 Alarm Ordinance Fines and Fees.

The CITY shall be entitled to receive a portion of fines and alarm permit revenues generated pursuant to the City's adoption of the Palm Beach County Alarm Ordinance as currently adopted and as it may be amended from time to time, through the City's Code of Ordinances, unless the municipality has adopted its own alarm ordinance. The Sheriff



will deduct a maintenance fee from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance.

## **ARTICLE 8 – INSURANCE**

8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.

8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

## **ARTICLE 9 – HOLD HARMLESS**

9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the CITY harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the CITY for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the CITY from liability, suites, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the CITY, its employees, agents, servants, visitors, and/or any other third parties.

9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the CITY holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suites, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the CITY while in the performance of this Agreement, and CITY shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the CITY while in the performance of this Agreement.

In no event shall the CITY hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or

negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

9.3 In no event shall any indemnification, by either party, exceed the sovereign immunity waiver limits set forth in F.S. 768.28, which are currently \$200,000/\$300,000.

## **ARTICLE 10 – INDEPENDENT CONTRACTOR**

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to Article 3.

## **ARTICLE 11 – TERM**

11.1 This Agreement shall remain in full force and effect commencing February 1, 2026, and ending January 31, 2036, October 01, 2025, and ending September 30, 2035, all dates inclusive, and shall automatically renew for subsequent ten-year terms, unless the Agreement is terminated in accordance with the terms herein. Any such renewal term shall be on the same terms and conditions contained herein unless modified and agreed to in writing by the parties.

11.2 In the absence of a notice of termination in accordance with Article 12, and prior to the beginning of each year of the term (prior to February 1), the SHERIFF shall submit a cost proposal for services for the next year of the term, and any other proposed changes to Article 5 (Consideration), which upon subsequent approval by the CITY, shall be set forth in an Addendum to the Agreement.

## **ARTICLE 12 – TERMINATION**

12.1 The CITY or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement; provided, however, that such termination shall not be effective until the one hundred and eightieth (180) day after receipt of the written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or City Manager.

## **ARTICLE 13 – TRANSITION**

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a CITY Police Department, and to maintain for a mutually agreed upon amount of time during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the CITY pursuant to the terms hereof.



13.2 In the event of termination or upon expiration of this Agreement, the CITY shall retain ownership of all equipment, furnishing and fixtures funded and acquired through any separate law enforcement service agreement between the SHERIFF and the CITY.

13.3 The CITY shall have the option to purchase from the SHERIFF any equipment, fixtures, and furnishings acquired by the SHERIFF independent of this Law Enforcement Services Agreement between the SHERIFF and the CITY. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures and furnishings.

#### **ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

14.1 The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that;

- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
- B. This Agreement shall be enforceable by the CITY according and to the extent of the provisions hereof.

14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

14.3 The CITY'S Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the CITY, pursuant to Resolution No. R2021-\_\_\_\_\_ of the CITY'S Council.

14.4 Nothing herein contained is any way contrary to or in contravention of the CITY'S Charter or the laws of the State of Florida.

#### **ARTICLE 15 – NOTICE**

15.1 The persons to receive notice under this Agreement are:

CITY MANAGER:  
 Andrea McCue  
 5800 Melaleuca Lane  
 Greenacres, Florida 33463

CITY ATTORNEY:  
 Glen J. Torcivia, Esq.  
 5800 Melaleuca Lane  
 Greenacres, Florida 33463

**SHERIFF:**

Ric L. Bradshaw  
 Palm Beach County Sheriff's Office  
 3228 Gun Club Road  
 West Palm Beach, Florida 33406

**SHERIFF'S AGENCY ATTORNEY:**

Legal Affairs  
 Palm Beach County Sheriff's Office  
 3228 Gun Club Road  
 West Palm Beach, Florida 33406

**MAJOR**

Pedro L Palenzuela  
 East Regional Bureau  
 Palm Beach County Sheriff's Office  
 3228 Gun Club Road  
 West Palm Beach, Florida 33406

**ARTICLE 16 – NON-ASSIGNABILITY**

- 16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the CITY'S Council, which consent must be evidenced by a duly passed resolution.

**ARTICLE 17 – THIRD PARTIES**

- 17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

**ARTICLE 18 – JOINT PREPARATION**

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

**ARTICLE 19 – ENTIRE AGREEMENT**

- 19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.



**IN WITNESS WHEREOF**, the parties hereto execute this instrument, at the time set forth below.

**ATTEST:**

**CITY of GREENACRES, FLORIDA**

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

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

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

**SHERIFF OF PALM BEACH COUNTY**

By: \_\_\_\_\_  
Pedro L. Palenzuela, Major

By: \_\_\_\_\_  
Ric L. Bradshaw

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_  
Sheriff's Agency Attorney

## Exhibit A\*

Previous District 16 Allocations		Current District 16 Allocations	
Title	Quantity	Title	Quantity
Captain	1	Captain	1
Lieutenant	1	Lieutenant	1
Sergeant	7	Sergeant	7
Sergeant - Street Crimes	1	Sergeant - Street Crimes	1
Detective Sergeant	1	Detective Sergeant	1
Deputy Sheriff	29	Deputy Sheriff	29
Deputy Sheriff - Motor	2	Deputy Sheriff - Motor	2
Deputy Sheriff - Street Crimes	4	Deputy Sheriff - Street Crimes	4
Deputy Sheriff - Traffic	1	Deputy Sheriff - Traffic	1
Deputy Sheriff - Training	1	Deputy Sheriff - Training	1
Detective	3	Detective	3
Detective - Special Investigations	2	Detective - Special Investigations	2
Detective - Robbery	1	Detective - Robbery	1
<b>Sworn</b>	<b>54</b>	<b>Sworn</b>	<b>54</b>
Crime Scene Investigator	1	Crime Scene Investigator	1
Evidence Technician	1	Evidence Technician	1
Communications Officer	10	Communications Officer	10
Communications Supervisor	1	Communications Supervisor	1
Central Records Specialist	2	Central Records Specialist	2
Community Service Aide	2	Community Service Aide	2
Administrative Secretary	1	Administrative Secretary	1
Clerical Specialist	1	Clerical Specialist	1
Law Enforcement Aide	1	Law Enforcement Aide	1
<b>Civilian</b>	<b>20</b>	<b>Civilian</b>	<b>20</b>
<b>School Crossing Guard</b>	<b>50</b>	<b>School Crossing Guard</b>	<b>50</b>
<b>TOTAL</b>	<b>124</b>	<b>TOTAL</b>	<b>124</b>

- This Exhibit A was adopted as part of the Agreement effective February 1, 2026.





## ITEM SUMMARY

**MEETING DATE:** January 5, 2026

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

**SUBJECT:** **Resolution 2026-03**  
Pines Plaza Partial Release of Restrictive Covenant (Hours of Operation)

### BACKGROUND

A restrictive covenant affecting Pines Plaza was created by Warranty Deed dated March 12, 1984 (ORB 4192, Page 1055). The covenant includes use restrictions, limits on hours of operation, and a provision allowing release by majority vote of the City Council. The property owner has requested consideration of modified operating hours.

### ANALYSIS

This resolution is proposed to partially release the covenant for the Pines Plaza as it relates to hours of operation, so that hours are no longer governed by the recorded covenant. Going forward, hours of operation will be regulated pursuant to the City's Code of Ordinances, through the applicable site plan approval and conditions of approval rather than through the recorded covenant. This allows hours of operation to be administered through the City's established development approval process. The resolution retains the use restrictions and the City Council release provision contained in the covenant.

### FINANCIAL INFORMATION

N/A.

### LEGAL

Resolution 2026-03 was prepared in accordance with all applicable State Statutes and City Code requirements. The document has been reviewed for legal sufficiency.

### STAFF RECOMMENDATION

*Adoption of Resolution 2026-03.*

**RESOLUTION NO. 2026-03**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A PARTIAL RELEASE OF A CERTAIN RESTRICTIVE COVENANT RECORDED BY WARRANTY DEED FOR PINES PLAZA; RELEASING ONLY THE PORTION OF THE COVENANT RELATING TO HOURS OF OPERATION TO THE EXTENT SUCH HOURS ARE OTHERWISE PERMITTED BY THE CITY; RETAINING ALL OTHER COVENANT PROVISIONS IN FULL FORCE AND EFFECT; AUTHORIZING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, by Warranty Deed dated March 12, 1984, and recorded in the Public Records of Palm Beach County, Florida in Official Records Book (ORB) 4192, Page 1055, the City of Greenacres imposed certain restrictive covenants running with the land and in favor of the City upon the property commonly known as Pines Plaza ("Covenant"); and

**WHEREAS**, the Covenant includes, among other provisions, restrictions on permitted commercial uses, limitations on hours of operation, and an express provision allowing release of the Covenant by majority vote of the City Council; and

**WHEREAS**, the City Council desires to retain the use-related restrictions and the City Council release authority contained in the Covenant; and

**WHEREAS**, the City Council finds it appropriate to remove the regulation of hours of operation from the recorded Covenant and instead regulate such hours through site plan approvals and related conditions of approval administered under the City's Code of Ordinances;

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

**SECTION 1.** Pursuant to the authority expressly reserved in the Warranty Deed, the City Council hereby partially releases the Covenant insofar as it relates to restrictions on hours of operation, to the extent such hours are otherwise permitted by the City pursuant to the City's Code of Ordinances and applicable site plan approvals and conditions of approval, and not by virtue of the Covenant itself. Nothing herein shall be construed as granting or guaranteeing any



**Resolution No. 2026-03 | Pines Plaza Hours Covenant Release**

Page No. 2

specific hours of operation.

**SECTION 2.** Hours of operation for the subject property shall hereafter be governed pursuant to the City's Code of Ordinances and applicable site plan approvals and conditions of approval, and not by the recorded Covenant.

**SECTION 3.** Except as expressly released in Section 1 of this Resolution, the Covenant shall remain unchanged, and all remaining terms, conditions, and restrictions contained therein shall continue in full force and effect and shall run with the land and be enforceable by the City. Without limitation, the City Council hereby affirms that the use restrictions set forth in the Covenant are retained; and the Covenant provision providing that such restrictions may be released only by majority vote of the City Council is retained.

**SECTION 4.** The Mayor and City Clerk are hereby authorized to execute and record any documents necessary to effectuate this partial release.

**Resolution No. 2026-03 | Pines Plaza Hours Covenant Release**

Page No. 3

**RESOLVED AND ADOPTED this 5th of day of January 2026**

\_\_\_\_\_  
**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, Council Member, District III**

\_\_\_\_\_  
*Voted:*  
**Susy Diaz, Deputy Mayor,**

\_\_\_\_\_  
*Voted:*  
**Elisa Leheny, Council Member, District V**

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

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



## ORDINANCE NO. 2025-05

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, FINANCE, DIVISION 2, PURCHASES AND CONTRACTS, TO REVISE AND CLARIFY THE PROCUREMENT CODE AND PURCHASING PROCESSES AND FOR OTHER PURPOSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 2, 2015, the City Council adopted Ordinance No. 2015-17, which created the existing Procurement Code, Sections 2-111 through 2-217 of the City of Greenacres Code of Ordinances; and

**WHEREAS**, on May 21, 2018, the City Council adopted Ordinance No. 2018-07, which created the existing Procurement Code, Sections 2-111 through 2-221 of the City of Greenacres Code of Ordinances; and

**WHEREAS**, the City seeks to revise the Procurement Code to include new purchasing processes, options, and exemptions and to clarify existing processes; and

**WHEREAS**, the revisions to the Procurement Code will provide some flexibility in the City's purchasing processes while maintaining fair and equitable treatment of all persons who transact business with the City; and

**WHEREAS**, the revisions to the Procurement Code will also promote efficient purchasing procedures for the City and continue to maximize the value of public funds; and

**WHEREAS**, the revisions to the Procurement Code will promote the health, safety, and welfare of the citizens of Greenacres and serves a valid public purpose.

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

**Section 1.** The foregoing recitals are incorporated into this Ordinance as true and correct statements.

**Section 2.** Chapter 2, Administration, Article VII, Finance, Division 2, Purchases and Contracts, of the City of Greenacres Code of Ordinances is hereby amended to read as follows (additions are indicated by underscoring and deletions are indicated by ~~strikeout type~~):

### **Sec. 2-211. - General purpose.**

The purpose of the ~~procurement~~purchasing code adopted in this division is to promote efficient procedures for the purchase of goods and services (including construction and real property), provide fair and equitable treatment of all persons who

**Ordinance No. 2025-05 | Procurement Code**

Page No. 2

transact business with the city and maximize the value of public funds. ~~All The procurements of goods, contractual services and construction services shall be conducted through adherence to the highest standards of ethics, professionalism, and impartiality in the conduct of business transactions.~~

**Sec. 2-212. - Organization.**

- (a) The city manager shall appoint the purchasing agent. The purchasing agent, regardless of title, shall act as the principal public purchasing officer responsible for the procurement of goods and services as well as the disposal of excess or obsolete equipment and supplies.
- (b) Under the direction of the city manager, the purchasing agent shall:
  - (1) Administer the central purchasing function for the city.
  - (2) Establish and implement policies and procedures for the procurement of goods and services, and disposal of excess or obsolete equipment and supplies consistent with the provisions of this division and applicable state statutes.
  - (3) Purchase or contract for goods and services in accordance with provisions of this division.
  - (4) Maintain an inventory of commodities and supplies commonly used by the city.
  - (5) Maintain a current list of vendors that supply goods and services purchased by the city and files and records of procurement activities.
  - (6) Ensure that there exists a sufficient appropriation of funds prior to the execution of contracts or issuance of purchase orders for the procurement of goods and services.

**Sec. 2-213. - Waiver of competitive selection.**

The city council may waive all or specific provisions of this procurement code if the council finds that it is in the best interests of the city to do so, and that the waiver of any competitive solicitation requirements will not inure to the financial disadvantage of the city. In no case may competitive solicitation requirements be waived where said waiver would constitute a violation of state or federal law or grant requirement.

**Sec. 2-214. - Procurement of goods and services.**

- (a) Competitive solicitation process. Unless otherwise provided herein or by state or federal law, ~~goods and service purchases with an anticipated value in excess of thirty-five thousand dollars~~ goods and service purchases with an anticipated value in excess of fifty thousand dollars (\$35,000-\$50,000) shall be procured through competitive solicitation processes unless an alternate source process is utilized or the city council approves a waiver as set forth in section 2-213. ~~or as set forth herein.~~ A competitive solicitation in the form of an invitation to bid, request for proposals, request for qualifications, request for information, invitation to negotiate, or



other authorized competitive solicitation process shall be made available simultaneously to all vendors, must include the time and date for receipt of bids, proposals, replies, and must include all evaluation criteria to be used in determining acceptability and relative merit of the bid, proposal or reply. Competitive solicitations must also include provisions relating to compliance with the county commission on ethics and office of inspector general ordinances and the city's cone of silence (reference section 2-219). The following information is provided on the city's common competitive solicitations processes:

1. *Invitation to bid.* The invitation to bid process shall be used when the scope of work for a contractual service can be clearly defined or when specifications for the required goods can be precisely defined.
  - a. The bid documents will include a detailed description of the goods and/or contractual services sought.
  - b. The resulting contract will be awarded to the responsible and responsive bidder who submits the lowest bid consistent with the requirements of the invitation to bid.
2. *Request for proposals.* The request for proposal process will be used when the purposes and uses for which the goods, group of goods, and/or contractual services can be defined and various combinations or versions of the goods and/or contractual services may be proposed by a responsive vendor to meet the specifications of the request for proposals.
  - a. The request for proposals will include terms and conditions, scope of work, evaluation criteria and relative importance of price and other evaluation criteria.
  - b. The contract will be awarded to the responsible and responsive proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and other evaluation criteria set forth in the request for proposal.
3. *Request for qualifications/non CCNA (Consultants Competitive Negotiation Act).* A request for qualifications (RFQ) process shall be used where the purchasing agent in his/her sole discretion determines ~~that~~ it desirable to select a professional service firm(s) based on qualifications or is necessary to select a pool of pre-qualified vendors prior to releasing a subsequent competitive solicitation. The request for qualifications shall set forth the evaluation criteria for evaluating and ranking the responsive and responsible firms or vendors. If the city council~~commission~~ approves the ranking and recommendation of the evaluation committee, those pre-qualified vendors shall be the only vendors eligible to submit a response to the subsequent competitive solicitation.
4. *Request for Information (RFI).* When it is deemed necessary by the purchasing agent to assess the market, feasibility of a proposed project,

service and/or goods, or when vendor input to specifications or a scope of work would result in a more fair and competitive solicitation process, a request for information (RFI) may be issued requesting submission of unpriced offers, products and/or scopes of services which may be followed by subsequent competitive solicitation that is not limited to those vendors who responded to the RFI.

5. *Invitation to negotiate (ITN).* When the purchasing agent determines that procurement by an invitation for bids, request for proposals or request for qualifications or other solicitation method, is not in the best interest of the city, and that negotiation may be necessary for the city to receive the best value, he/she may procure commodities or other contractual services by competitive sealed replies through an invitation to negotiate (ITN). This section shall not apply to procurements governed by the CCNA.
    - a. *Evaluation criteria.* The invitation to negotiate shall state the criteria to be used in the evaluation of the replies and shall include its relative importance. Price may or may not be included and can be reserved for the negotiation phase.
    - b. *Negotiations.* The city manager or designee shall appoint a negotiation team. Negotiations may be conducted with one (1) or more respondents. Negotiations may be either sequential or concurrent as determined by the purchasing agent.
    - c. *Award.* Contract award shall be made to the responsive and responsible respondent(s) determined to offer the best value to the city and who is determined to be most capable of assisting the city in achieving the objectives of the procurement, taking into consideration the evaluation criteria set forth in the ITN.
  6. *Design-build contracts.* In the selection and award of design-build contracts, the city shall utilize the competitive proposal selection process set forth in F.S. § 287.055, as may be supplemented by further policy by the purchasing agent.
- (b) City reservations. In all competitive selection processes, the city reserves the following rights:
1. Rejection of bids, proposals or other responses. If the purchasing agent determines that it is in the best interests of the city to do so, the city may reject any or all bids, proposals or other responses requested in whole or in part. Bids, proposals or other responses requested that are submitted after the due date and time will be disqualified from further consideration.
  2. Waiver of irregularities. The purchasing agent shall have the authority to waive all nonmaterial irregularities on any or all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not directly affect price and/or competition.



3. An IFB, RFP, ITN or other competitive selection process utilized may be canceled, in whole or in part, when it is in the best interests of the city.
  4. All costs and fees, including reasonable attorney's fees, incurred by any party in preparing and responding to an IFB, RFP, ITN or other competitive selection process used by the city are the sole responsibility of the responding party including any and all costs and fees, including reasonable attorney's fees, related to a protest.
- (c) Alternate source selection. For all purchases, the city may utilize one of the following alternate source selection processes instead of the competitive solicitation process or informal request for quotes process as long as the alternate source selection process is not in violation of state or federal law or grant requirements. If the purchase is in excess of fifty thousand dollars (\$50,000), the alternate source selection must receive approval by the city council.
- (1) *Purchases utilizing contracts of other governmental entities:* Notwithstanding any requirements of this division, the purchase of goods and/or services under a contract with a federal, state or municipal government or any other governmental agency, political subdivision, or government-related association, may be made providing that the originating entity utilized a competitive process substantially similar to that used by the city.
  - (2) *Cooperative purchases.* The city may participate in, sponsor, conduct, or administer a cooperative purchase with other government and cooperative entities for the procurement of goods and/or services.
  - (3) *Emergency purchase.* The city manager may authorize emergency purchases when a threat exists to public health, safety, or welfare, or other substantial or potential loss to the city that requires urgent action. ~~The written basis for the emergency shall be provided to the city council and included in the contract file.~~ This includes procurements made during a declared local, state, or federal emergency, or under conditions where delay incident to competitive solicitation would be detrimental to the city's interests. The written basis and justification for the emergency shall be documented. If the emergency purchase exceeds fifty thousand dollars (\$50,000), the city council shall ratify the emergency purchase at the next available city council meeting.
  - (4) *Sole and single source purchases.* The ~~city purchasing agent~~ may make or authorize the purchase of goods and/or services without competitive solicitation when the director of the department requesting the purchase has documented in writing and provided information supporting the fact that the goods and/or services requested is the only item that meets the specified requirements and the goods or service is only available through one (1) source.

- (5) *Purchases from other governmental entities.* The city may purchase goods and/or services from the federal government, any state or political subdivision thereof, or any municipality.
- (6) *Direct purchases.* Materials, equipment and/or supplies may be procured directly from vendors where such materials, equipment and/or supplies are being procured by the city as an owner direct purchase for incorporation into a public works project, the contract for which was previously awarded by the city, which prior award included the cost of such materials, equipment and/or supplies. In such event, the city shall procure the materials, equipment and/or supplies in accordance with Florida Statutes and regulations related to owner direct purchases by governmental entities.
- (d) *Purchases of \$50,000 or less.* Unless otherwise provided herein, ~~goods and service purchases with an anticipated value of thirty-five~~ **fifty** thousand dollars (~~\$35,000.00~~ **\$50,000**) or less shall be procured through an informal ~~request for quotes competitive solicitation~~ process to the extent practicable ~~or through an alternative source selection process~~ through a request for quote process or the ~~alternate source selection methods specified in section 2-214(c).~~ The request for quotes shall be an oral, electronic or written request for pricing of goods and services in accordance with the following thresholds:
- (1) For ~~goods and service purchases with an anticipated value in excess of~~ **ten twenty-five** thousand dollars (~~\$25,000.00~~) and ~~but not to exceed up to thirty-five~~ **fifty** thousand dollars (~~\$35,000.00~~ **\$50,000**), the purchasing agent shall electronically post a ~~request for quotes~~ description of the goods and/or services sought for at least ~~seven~~ **ten (7-10)** business days. The posted ~~request for quotes~~ information shall include the scope of work ~~and/or~~, specifications for goods, and the response forms to be used by vendors in response to the request for ~~quotes~~ quotation.
  - (2) **For purchases with an anticipated valued above ten thousand dollars (\$10,000) but not to exceed twenty-five thousand (\$25,000):**
    - a. **For goods (commodities): a minimum of three (3) attempted written quotes are required.**
    - b. **For goods and services: a minimum of three (3) attempted written quotes are required on request for quotes forms prescribed by the purchasing agent.**
  - (2) ~~For goods and services with a value between five thousand dollars (\$5,000.00) and nine thousand nine hundred ninety-nine dollars (\$9,999.00), a minimum of three (3) written quotes are required on forms prescribed by the purchasing agent.~~
  - (3) **For goods and/or services anticipated to have a value in excess of five thousand dollars (\$5,000) but not to exceed ten thousand dollars (\$10,000), a minimum of three (3) attempted written quotes are required.** ~~(3) For goods and services with a value between one thousand dollars (\$1,000.00) and four thousand nine hundred~~



**Ordinance No. 2025-05 | Procurement Code**

Page No. 7

~~ninety nine dollars (\$4,999.00) a minimum of three (3) written and/or verbal quotes are required.~~

- (4) For goods and/or services anticipated to have a value of five thousand dollars (\$5,000) or less, purchases may be made without obtaining written quotes, provided the price is considered fair and reasonable.

The purchasing agent reserves the right to require quotes or additional documentation for any purchase if deemed in the best interest of the city.

As provided herein, "attempted written quotes" means a good faith effort by the city to obtain quotes from responsible vendors for the desired purchase. Good faith efforts include, but are not limited to, email requests, documented telephone or other oral requests, and mailed requests.

- (e) *Unauthorized purchasing practices.* An unauthorized purchase occurs when any employee of the city orders, contracts for or buys any goods, services, materials or supplies outside the purview of the city code and/or purchasing division. Any individual making an unauthorized purchase may be subject to disciplinary actions as appropriate, which may include termination and/or prosecution. The following are unauthorized purchasing practices:

- (1) Artificially dividing purchases into multiple segments in an attempt to issue single orders below the dollar threshold requirements as established herein (also known as "stringing" or "splitting" purchase orders) is prohibited.
- (2) Purchasing any goods and/or services above the thresholds delineated herein directly from a vendor, bypassing the purchasing division.
- (3) Committing to a purchase without issuance of an authorized purchase order, when one is required.
- (4) Obtaining items available on an existing city term contract from a supplier that does not hold the contract.
- (5) Providing false information such as false quotations (without actually contacting and obtaining a quotation, bid or proposal from a vendor).
- (6) Adding unauthorized purchases to previously approved purchase orders without approval of the appropriate approval authority and subsequent modification of the purchase order.
- (7) Failure to comply with budgetary limits for any purchase.

**Sec. 2-215. - Professional services.**

**Ordinance No. 2025-05 | Procurement Code**

Page No. 8

- (a) *CCNA services.* The procurement of professional architectural, engineering, landscape architectural, or surveying and mapping services shall be conducted in accordance with the requirements of F.S. §287.055, the "Consultants' Competitive Negotiation Act." The procurement of professional services that are exempt from the requirements of F.S. §287.055 shall be made in accordance with this division.
- (b) *External auditor services.* The procurement of a professional auditor for financial auditing services within the scope of F.S. ch. 218 shall comply with the requirements of F.S. §218.391.
- (c) *Consulting services or other professional services.* The city manager and/or city council may select a consultant or professional service provider with a distinctive field of expertise without competitive selection for services consistent with the threshold amounts set forth in this procurement code.
- (d) *Lobbying services.* The city manager or city council may select a person or firm to provide lobbying services to the city without competitive selection.

**Sec. 2-216. - Council selection process.**

In any competitive solicitation process, the city council has full discretion to reject all bids and proposals, waive minor irregularities in bids and proposals and may re-rank/re-evaluate the evaluation/selection committee's recommendation for award. If the council determines that they want to re-rank or re-evaluate the evaluation/selection committee's recommendation for award, the council must convene a special meeting to serve as the evaluation/selection committee and undergo the same process as the original evaluation/selection committee from the beginning of the review process, which may include but is not limited to, the review of the proposals, short listing, oral presentations, and final ranking.

**Sec. 2-217. - Exemptions.**

The procurement code adopted in this division shall not apply to the following exempt purchases:

- (1) The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs; subscriptions for periodicals and newspapers; advertisements; postage; expert witness; legal and mediation services; ~~professional medical services~~; partial real property interests; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications, solid waste and electric utility services; fuel for city vehicles and equipment; copyrighted materials or patented materials including, but not limited to, copyrighted materials, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training; admission fees for parks and entertainment activities included in city recreational programs;



**Ordinance No. 2025-05 | Procurement Code**

Page No. 9

- (2) Agreements between the City and other government or nonprofit organizations that provide for the transfer, sale, or exchange of goods and/or services;
- (3) Goods purchased with petty cash or city procurement cards in accordance with the city's petty cash and procurement card procedures;
- (4) Items purchased for resale to the general public, for example, supplies for a city-owned concession area;
- (5) Purchase of food items;
- (6) Professional medical services, health services involving examination, diagnosis, treatment, prevention, medical consultation, drug testing or administration;
- (7) Auditing services that are not subject to the requirements of F.S. Chapter 218, Part III
- (8) Artistic services or works of art;
- (9) Travel expenses, hotel accommodations and hotel services;
- (10) Entertainment and entertainment-related services for city-sponsored events;
- (11) Purchase of motor vehicle license plates from a governmental agency;
- (12) Persons or entities retained as "expert consultants" to assist the City in litigation, or in threatened or anticipated litigation;
- (13) Educational or academic programs;
- (14) Recreational instructors and sports officials;
- (15) Proprietary Software applications, website design and the related maintenance or service agreements;
- (16) Settlement agreements and associated payments that are approved by the city manager, including mediation or negotiated settlement of claims, disputes, or litigation;
- (17) Full or part-time contractual employees or independent contractors; and
- (18) Any services identified in F.S. §287.057, as may be amended from time to time, as being exempt from the competitive solicitation process.

All exempt purchases must comply with the budgetary limit on such purchases.

**Sec. 2-218. - Contracts.**

- (a) The procurement of goods and/or services shall be evidenced by a written contract or purchase order embodying all the provisions and conditions of the procurement of such good and/or services.
- (b) Contracts for goods and/or services in excess of ~~thirty-five~~ fifty thousand dollars (~~\$3550,000.00~~) must be approved by the city council. Contract values shall be based on the total potential cost of the contract, including all renewal terms, options, and contingencies. Separate multi-department contracts or purchase orders with the same vendor shall not determine the total contract value; however, departments are encouraged bundle purchases from the same vendor with the goal of a single, annual need contract or blanket purchase order.
- (c) Contracts and purchase orders for goods and/or services ~~with a value in excess of seven fifteen thousand five hundred dollars (\$7,515,000.00) but not to exceed to thirty five fifty thousand dollars (\$3550,000.00)~~ must be approved by the purchasing agent and city manager.
- (d) Purchase orders or contracts for goods and/or services with a value less than ~~seven fifteen thousand five hundred dollars (\$7,515,000.00)~~ must be approved by a department director and the purchasing agent.
- (e) In lieu of using blanket written purchase orders for small dollar value purchases, the user departments are authorized to use electronic purchasing media, including bank issued purchasing cards(*credit cards*). The city manager and purchasing agent shall establish policies and procedures to ensure adequate internal controls for the use of the cards.
- (f) Contracts may be renewed or extended for a period that does not exceed three (3) years or the term of the original contract, whichever is longer, unless otherwise approved by city council.
- (g) Contract administration will be the responsibility of the user department with oversight by the purchasing agent.
- (h) Contract change orders must be authorized in writing subject to the limitations of section 2-218(b)—(d), provided that the change does not materially alter the character of the work contemplated by the contract and sufficient budgeted funds are available. If the change materially alters the character of the work contemplated by the contract and the contract was originally approved by city council, the change order(s) is subject to city council approval.
- (i) A purchase order may be utilized in lieu of a formal contract where the standard terms and conditions of a city purchase order will suffice. The terms and conditions in a city issued purchase order will supersede and take precedence over any conflicting provisions provided by a vendor.
- (j) Regardless of the contracting authority that approved a contract or purchase order, the city manager or designee may place any vendor in default and/or terminate an



existing contract or purchase order consistent with the terms and conditions of the contract or purchase order.

#### **Sec. 2-219. - Cone of silence.**

The city complies with the Palm Beach County Lobbyist Registration Ordinance, section 2-355, cone of silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, request for qualification, or any other competitive solicitation between any person or person's representative seeking an award and any member of the city council or employee authorized to act on behalf of the city council to award a contract. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the city council or employee authorized to act on behalf of the city council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process. The cone of silence does not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

#### **Sec. 2-220. - Purchasing protests.**

- (a) *Right to protest.* Any actual bidder, proposer, offer or, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the city (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the city's website or purchasing bulletin board by the purchasing agent or designee (for protests challenging the award). It shall be the responsibility of a bidder, offer or, vendor or contractor to ascertain the advertisement date and/or bid award information from the purchasing division. Protestors shall file their protests in writing with the purchasing agent during normal office hours of the city, but in no event later than 4:00 p.m. on any normal business day of the city, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the purchasing agent.
- (c) *Decision.* If the protest is not resolved by mutual agreement, the purchasing agent shall issue a decision in writing within a reasonable amount of time. The purchasing agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offer or, vendor or contractor concerning the competitive selection process or award. If the purchasing agent is unable to resolve the protest, the purchasing agent in consultation with the city manager shall render a decision. The decision of the city manager shall:
  - (1) State the reasons for the action taken; and

- (2) Inform the protestor of its right to appeal as provided in this section.
- (d) *Notice of decision.* A copy of the decision of the purchasing agent and city manager shall be mailed or otherwise furnished promptly to the protestor and any other party intervening. A refusal to accept a copy furnished by mail or otherwise shall not affect the validity of the decision.
- (e) *Appeal to city council.* A protestor may appeal the decision of the city manager to the city council by filing a written notice of appeal within seven (7) business days after receipt of the notice of decision of the city manager. The notice of appeal shall be filed with the city manager during normal office hours of the city manager, but in no event later than 5:00 p.m. on any normal business day of the city prior to the expiration of the deadline for the notice of appeal. The notice of appeal shall set forth the grounds for the appeal. The protest shall be heard by the city council within a reasonable time of the filing of the notice of appeal with the city manager.
- (f) *Finality of decision.* A decision of the purchasing agent and city manager regarding a protest which is not timely appealed to the city manager, or a decision of the city manager which is not timely appealed to the city council, or a decision of the city council regarding a protest, shall be final and conclusive. A bidder, offer or, vendor or contractor who has not timely appealed the decision(s) regarding the protest to the city council shall not be deemed to have exhausted his or her administrative remedies.
- (g) *Stay of procurements during protests.* In the event of a timely protest under this section, the purchasing agent shall not proceed further with the competitive selection process or award until all administrative remedies have been exhausted or until the city manager makes a written determination that the competitive selection process and/or award without delay is necessary to protect substantial interests of the city. The city council may, upon determination that a bona fide emergency exists, waive all bid protest procedures and approve an award.
- (h) *Failure to follow procedure.* Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offer or, vendor or contractor.

**Sec. 2-221. - Surplus equipment and supplies.**

- (a) No department shall transfer, sell, trade, or otherwise dispose of equipment, materials and supplies owned by the city, without written authorization of the purchasing agent
- (b) The purchasing agent shall establish policies and procedures for disposal of surplus goods and equipment that provides the best value to the city, consistent with the provisions of this article.
- (c) Surplus equipment, materials and supplies will be offered for sale through public auctions, established markets, posted prices or other appropriate methods including donation to other government entities and non-profit organizations.



**Sec. 2-222. Real Property Purchases.**

- (a) Section 166.045, Florida Statutes, shall apply to all purchases of real property by the city if the city seeks to utilize the public records exemption set forth in section 166.045, Florida Statutes.
- (b) If the city does not seek to utilize the public records exemption in section 166.045, Florida Statutes, the city shall purchase real property as follows:

  - (1) For all purchases of real property anticipated to cost in excess of \$50,000, the town shall obtain an appraisal by a certified or licensed appraiser. Additional appraisals may be obtained if determined to be in the best interests of the city.
  - (2) The city manager or designee may negotiate with the seller or the seller's agent of the real property and enter an option contract with the seller. As used herein, "option contract" means a binding agreement signed by the town manager and the seller which agreement is subject to approval of the city council at a regular or special meeting.
  - (3) The city council will consider all option contracts to purchase real property at a duly noticed public meeting. If the option contract is approved by the city council, the city manager, mayor, and/or vice-mayor may execute all documents necessary to close on the real property.

**Secs. 2-223—2-229. Reserved.**

**Section 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

**Section 4.** It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Greenacres. The codifier may make formal, non-substantive changes to this Ordinance as authorized by section 1-12 of the Code.

**Section 5.** If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Greenacres that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

**Section 6** This ordinance shall take effect immediately upon passage.

Passed on the first reading this 1<sup>st</sup> day of December, 2025.

PASSED AND ADOPTED on the second reading this 5<sup>th</sup> day of January, 2026.

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**Chuck Shaw, Mayor**

**Attest:**

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**Quintella Moorer, City Clerk**

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

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

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

Voted: \_\_\_\_\_  
**Susy Diaz, Deputy Mayor**

Voted: \_\_\_\_\_  
**Elisa Leheny, Council Member, District V**

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

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**Glen J. Torcivia, City Attorney**





## ITEM SUMMARY

**MEETING DATE:** January 5, 2026

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

**SUBJECT:** Second Reading and Adoption of Ordinance 2025-05 Amending the City's Procurement Code

### BACKGROUND

On December 1, 2025, the City Council approved Ordinance 2025-05 on first reading. The ordinance amends the City's Procurement Code to amend purchasing thresholds, clarify procurement procedures, and align the City's practices with current market conditions and regional best practices.

The City's Procurement Code was last comprehensively updated in 2018. Since that time, increased costs, changes in procurement practices, and evolving operational needs prompted staff to conduct a thorough review of the Code. This review included benchmarking with surrounding Palm Beach County municipalities and evaluating internal purchasing processes. Ordinance 2025-05 reflects the results of that review.

### ANALYSIS

Ordinance 2025-05 amends Chapter 2, Administration, Article VII, Finance, Division 2, Purchases and Contracts to provide for the adoption of an updated purchasing code. The amendments update and clarify purchasing thresholds, procurement procedures, and related requirements to align with current market conditions and regional standards.

The ordinance includes updated competitive thresholds, clarified procurement methods, revised emergency purchasing provisions, added Council approval for sole or single source purchases over \$50,000, and refined exemptions and organization for clarity. No substantive changes have been made since first reading.

### FINANCIAL INFORMATION

N/A

### LEGAL

Ordinance 2025-05 has been prepared in compliance with the City Code and applicable Florida State Statutes and has been reviewed by the City Attorney's Office. The ordinance is presented for second reading and final adoption.

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## **STAFF RECOMMENDATION**

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Approval of Ordinance No. 2025-05 amending Chapter 2, Administration, Article VII, Finance, Division 2, Purchases and Contracts of the City Code for Purchases and Contracts on the second reading.





## ITEM SUMMARY

**MEETING DATE:** January 5, 2026

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

**SUBJECT:** **Ordinance 2025-14 – ZTA-25-06 – Second Reading**  
**Reasonable Accommodations**

### BACKGROUND

The City-initiated request for a Zoning Text Amendment (ZTA) to Chapter 16 establishes a process and procedures for the review and approval of reasonable accommodation requests, including those for certified recovery residences, in accordance with State Law.

In 2025, the Florida Legislature amended Section 397.487, Florida Statutes, requiring local governments to adopt an ordinance to establish a process and procedures for applicants seeking reasonable accommodations from land use regulations for certified recovery residences. The statute requires a 30-day completeness review of applications, a 60-day timeframe to issue a final written determination once an application is deemed complete, a deemed-approved provision if no timely decision is issued, and also limits public hearings to the minimum necessary to grant the accommodation. The proposed amendment incorporates these statutory requirements into the City's Code.

The Development Review Committee has reviewed this proposed amendment and recommended approval, followed by the Planning and Zoning Board, which recommended approval to the Council by a vote of 5-0 at their meeting on November 13, 2025. The City Council voted five (5) to zero (0) to approve Ordinance No. 2025-14 on First Reading at its December 1, 2025, meeting.

### ANALYSIS

The proposed amendment is consistent with the requirements of the State Statute, the Fair Housing Amendments Act (FHA), and the Americans with Disabilities Act (ADA) to ensure equal housing for persons with disabilities. The amendment simplifies administration, protects the City from potential liability, and strengthens consistency in how the City manages reasonable accommodation requests, ensuring alignment with Section 397.487, Florida Statutes.

### FINANCIAL INFORMATION

N/A.

### LEGAL

Ordinance 2025-14 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-25-06 through the adoption of Ordinance 2025-14.

**ORDINANCE NO. 2025-14**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 1, GENERALLY, ESTABLISHING THE PROCESS AND PROCEDURES FOR THE REVIEW AND APPROVAL OF REASONABLE ACCOMODATION REQUESTS, INCLUDING CERTIFIED RECOVERY RESIDENCES; PROVIDING A PROCESS FOR REASONABLE ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES AS PROVIDED BY THE FAIR HOUSING ACT, THE AMERICANS WITH DISABILITIES ACT AND OTHER STATE AND FEDERAL REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Greenacres City Council (the “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 (the “Zoning Code”); and

**WHEREAS**, Pursuant to Section 397.487(15)(a), Florida Statutes, all counties and municipalities shall adopt an ordinance establishing the process and procedures for the review and approval reasonable accommodation requests, including certified recovery residences by January 1, 2026; and

**WHEREAS**, the process and procedures for the review and approval for reasonable accommodation requests must also be consistent with the Fair Housing Amendments Act (FHA) and the Americans with Disabilities Act (ADA) to ensure equal housing for persons with disabilities; and

**WHEREAS**, the purpose of this Ordinance is to establish the process and procedures for the review and approval of reasonable accommodation requests, including



certified recovery residences, for consistency with the State and all applicable Federal regulations, as required by Section 397.487(15)(a), Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board held a duly advertised public hearing on November 13, 2025, and has considered the proposed amendment for compliance with staff findings relevant to the criteria for a Zoning Text Amendment, as detailed in the Development and Neighborhood Services Staff Report and Recommendation, labeled Exhibit “A,” revised on November 14, 2025, and it has been determined, in accordance with said Exhibit “A”, that the proposed amendment to the City’s Code of Ordinances are appropriate; and

**WHEREAS**, the City Council finds that this Ordinance is necessary to strengthen consistency in how the City manages reasonable accommodation requests to ensure equal housing for persons with disabilities, and for the preservation of public health, safety and welfare of the City’s residents; and

**WHEREAS**, the City Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the City of Greenacres.

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

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

**Sec. 16-614. - Reasonable Accommodations.**

- (a) *Purpose and Applicability.* This section implements the city's policy for processing requests for reasonable accommodation for the establishment of certified recovery residences and in the application of the City's ordinances, rules, policies, practices, and procedures for persons with disabilities as provided by the Federal Fair Housing Amendments Act (FHA), 42 U.S.C. §3601 et seq., and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §12131 et seq., as amended from time to time. For purposes of this section, a "disabled individual" or "disabled person" means an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA; a "qualifying entity" means a licensed service provider of the State of Florida as defined by F.S. §397.311(26), as amended. Any disabled individual or qualifying entity may request reasonable accommodation from the city's land use or applicable zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA by applying for a reasonable accommodation in accordance with this section. All qualifying entities must provide proof of the licensable service component the qualifying entity hold pursuant to F.S. Ch. 397, as amended. All applications for a reasonable accommodation must submit proof that he/she requires a reasonable accommodation because he/she is disabled and/or handicapped under the FHA and/or ADA, including the person's legal name and documentation demonstrating that the individual qualifies under FHA/ADA.
- (b) *Application Requirements.* A request by a disabled person or individual ("applicant") for a reasonable accommodation under this section, shall be made in writing by completing an application which is available from the city's development and neighborhood services department. An application for reasonable accommodation shall, at a minimum, include:
- (1) The name, address, telephone number, and e-mail of the property owner, the applicant and, if applicable, the authorized representative;
  - (2) The applicable property information of the subject property including property address and parcel identification number; and
  - (3) A description of the accommodation requested and identification of the specific regulation(s), standard(s), or procedure(s) from which relief is sought.
  - (4) A description of why the requested accommodation is necessary. A certification stating the following: I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS REQUEST IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS REQUEST, MY REQUEST SHALL BECOME NULL AND VOID.
  - (5) Applicants may include any additional information they wish the city to consider; however, the city shall not require disclosure of medical records or personal information beyond what is necessary to establish eligibility under applicable federal law.
- (c) *Confidentiality of Medical Information.* If the information required to be provided by the applicant to the city, includes medical information and/or records, including



records relating to the medical condition, diagnosis or medical history of the applicant, the applicant at the time of the submission of the medical information, may request that the city treat the medical information as confidential information of the applicant. In such case, the city shall endeavor to keep the applicant's medical information confidential to the extent permitted by law. The city shall thereafter use its best efforts to provide written notice to the applicant and/or the applicant's authorized agent, attorney or representative, of any request received by the city for disclosure of the medical information or documentation which the applicant has previously requested be treated as confidential by the city. The city will cooperate with the applicant to the extent allowed by law, in actions initiated by persons or entities that challenge or oppose the city's nondisclosure of medical information or records of the applicant. However, the city shall have no obligation to defend against any other action seeking to compel the production of public records or to incur any legal or other expenses in connection therewith, and may produce the records to the extent the city determines the records are not exempt from the Public Records Act, or to comply with any judicial or administrative order without prior notice to the applicant.

- (d) *Processing.* When a reasonable accommodation request form has been completed and submitted to the development and neighborhood services department, the application shall be date-stamped and within 30 days of receipt of the application, the department shall determine whether the application is complete. If incomplete, the department must notify the applicant in writing, identifying the specific additional information required. The applicant shall be provided with no less than 30 days to submit the requested information. The review period is tolled until the city receives the additional information.

Within 60 days after the city receives a complete application, the department shall issue a final written determination to approve, approve with conditions, or deny the request.

The development and neighborhood services director or designee may:

- (1) Grant the reasonable accommodation request; or
- (2) Grant the reasonable accommodation request in part and deny the remainder, with or without conditions; or
- (3) Deny the request, in accordance with state and federal law.

The determination shall be in writing and sent to the applicant by regular mail to the address specified on the application form. If the determination is for denial, the reasons for the denial are required to be stated. The final determination shall give notice of the right and method to appeal. If the final written determination is not issued within 60 days after receipt of the completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

- (e) *Evaluation Criteria.* In determining whether a reasonable accommodation request should be granted or denied, the applicant, or, if applicable, the qualifying entity, must establish that the applicant is protected under the provisions of the FHA and/or ADA

by demonstrating that the applicant is handicapped or disabled, as defined in the FHA and/or ADA. Although the definition of disability is subject to judicial interpretation, for purposes of this section, the disabled individual who is the subject of the reasonable accommodation request must show:

- (1) A physical or mental impairment which substantially limits one or more major life activities;
- (2) A record of having such impairment; and
- (3) That the disabled individual is regarded as having such impairment.

After satisfying the foregoing three criteria, the applicant must demonstrate that the proposed accommodation being sought is reasonable and necessary to afford him/her an equal opportunity to use and enjoy a dwelling.

- (f) Appeals. Whenever an applicant disagrees with the decision of the development and neighborhood services director, or designee, or any of the conditions imposed as part of the terms under which the reasonable accommodation is approved, they may elect to appeal the application to the Planning and Zoning Board within 30 days of the written decision date.
- (g) Fees. No fee shall be imposed by the development and neighborhood services department in connection with a request for reasonable accommodation under this section, or for an appeal of a decision of the development and neighborhood services director or their designee. The city shall have no liability for or legal obligation to pay an applicant's attorney's fees or costs, including the attorney's fees and costs incurred in any appeal at any appellate level.
- (h) General Provisions. The following general provisions shall be applicable:
  - (1) The city shall display a notice in the city's public notice bulletin board (and shall maintain copies available for review in the development and neighborhood services department and the city clerk's office), advising the public that disabled individuals (and qualifying entities, if applicable) may request a reasonable accommodation as provided in this section.
  - (2) A disabled individual, or if applicable a qualifying entity who has applied for a reasonable accommodation or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual as their authorized agent, attorney, or representative. If any attorney, authorized agent, or other representative is representing the individual, or, if applicable, a qualifying entity, a written authorization designating the attorney, authorized agent, or representative shall be submitted together with the application.
  - (3) The city shall provide assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including without limitation, assistance with interpreting the reasonable accommodation application form and responding to the questions

contained therein, completing the form, filing an appeal, and appearing at hearings to ensure the process is accessible.

(4) A reasonable accommodation is specific to the individual with a disability and/or handicap, does not run with the land, and does not alter an individual's obligation to comply with other applicable federal, state, county, or City requirements, rules, regulations, or laws.

(i) *Revocation.* The development and neighborhood services director or their designee shall have the authority to revoke or modify a reasonable accommodation if the applicant or the property upon which the accommodation is granted is found in violation of any condition of approval, the City Code, or any applicable state or federal law or regulation, as determined by a court of law or the Special Magistrate.

**SECTION 2. Amending Related Code Sections.** The Chapter 16, Zoning Regulations, of the City's Code of Ordinances, is hereby amended to update all references to "Code Enforcement Division" with "Code Compliance Division" throughout the Chapter to reflect the current organization structure and ensure consistency across the Zoning Code.

**SECTION 3. 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 4. Severability.** If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if



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

**SECTION 5. 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 6. Effective Date.** The provisions of this Ordinance shall become effective immediately upon adoption.

Passed on the first reading this 1 day of December, 2025.

PASSED AND ADOPTED on the second reading this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

Voted: \_\_\_\_\_

Susy Diaz, Deputy Mayor, *District IV*

Attest:

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

Voted: \_\_\_\_\_

John Tharp, Council Member, *District I*

Voted: \_\_\_\_\_

Peter Noble, Council Member, *District II*

Voted: \_\_\_\_\_

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

*Voted:*

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**Elisa Leheny**, Council Member, *District V*

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

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**Glen J. Torcivia**, City Attorney

ZTA-25-06 / Ordinance 2025-14  
Exhibit “A”  
Date: November 07, 2025

Revised: 11/13/2025 and  
12/01/2025.



## DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

### **I. Item Description:**

City-initiated Zoning Text Amendment (ZTA) to Chapter 16 (Zoning Regulations), to establish procedures for processing requests for reasonable accommodation in accordance with state law; update all references from “Code Enforcement Division” to “Code Compliance Division”; and to provide for other corrections throughout the Code for consistency.

**Project Manager:** Linda Louie, AICP, Zoning Administrator

### **II. Background:**

In 2025, the Florida Legislature amended Section 397.487, Florida Statutes (F.S.), requiring each county and municipality to adopt an ordinance that establishes a process and procedures to review and approve requests for reasonable accommodation, including those associated with certified recovery residences. The statute requires a 30-day timeframe for the City to review applications for completeness, a 60-day timeframe to issue a final written determination once an application is deemed complete, a deemed-approved provision if no timely decision is issued, and limits on public hearings beyond the minimum necessary to grant the accommodation.

The local process must be consistent with the Fair Housing Amendments Act (FHA) and the Americans with Disabilities Act (ADA) to ensure equal housing opportunity for persons with disabilities. The legislation focuses primarily on reasonable accommodations for certified recovery residences; however, the applicability of this amendment is to cover all qualifying requests for reasonable accommodation consistent with the FHA and ADA. Community residences continue to be governed separately under Section 419.001, F.S., which establishes statewide siting standards and local review procedures for those uses. This ZTA addresses the separate statutory mandate for reasonable accommodation procedures under Section 397.487, F.S. The draft language was prepared with assistance from legal to ensure compliance with the requirements of Section 397.487, Florida Statutes.

In addition to creating the reasonable accommodation procedures, this ZTA also updates terminology throughout Chapter 16 by replacing all references to the “Code Enforcement Division” with “Code Compliance Division” to reflect the current organizational structure and ensure consistency across the Code.

### **III. Staff Analysis:**

Staff reviewed both state and federal requirements related to reasonable accommodations, including Section 397.487, F.S., the Fair Housing Amendments Act (FHA), and the Americans with Disabilities Act (ADA). The proposed text amendment is consistent with these requirements



and formalizes a clear, legally compliant process for evaluating accommodation requests. Under the proposed language, and to the extent for ensuring compliance with state law, staff must review applications for completeness within 30 days of submittal and issue a final written determination within 60 days of a complete application. The amendment also establishes an internal appeal mechanism, maintains confidentiality of disability-related information, and authorizes revocation or modification for cause, including the loss of state certification or failure to comply with the conditions of approval.

The proposed amendment simplifies administration, protects the City from potential liability, and strengthens consistency in how the City manages reasonable accommodation requests, ensuring alignment with Section 397.487, F.S.

*Development Review Committee (DRC) Staff Comments:*

The proposed amendment was reviewed by the DRC and was recommended for approval.

#### **IV. Zoning Text Amendment Criteria:**

Per Section 16-154(b) of the city's Zoning Regulations, staff has analyzed the proposed text amendment in relation to each applicable criteria for approval. Staff's analysis of the criteria, to be considered by the Planning and Zoning Board (PZB) and the City Council, is provided below:

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

The proposed ZTA is necessary to implement 2025 legislative changes to Section 397.487, F.S. and to codify a predictable process consistent with the statute, the Fair Housing Amendments Act (FHA), and the Americans with Disabilities Act (ADA).

*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 text amendment furthers the City's Comprehensive Plan objectives related to fair housing access, public health, safety, welfare, and efficient administration of land development regulations. This advances fair housing access and predictable administration through the zoning regulations.

#### **V. Staff Recommendation:**

*Approval* of ZTA-25-06.

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### PLANNING & ZONING BOARD – November 13, 2025

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The proposed text amendment was presented to the Planning and Zoning Board on November 13, 2025. A motion was made by Board Member Hayes and seconded by Board Member Edmundson, by a vote of five (5) to zero (0) to proceed with Zoning Text Amendment **ZTA-25-06**.

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### CITY COUNCIL ACTION First Reading – December 1, 2025

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The City Council, on a motion made by Council Member Diaz and seconded by Council Member Tharp, by a vote of five (5) to zero (0), approved Zoning Text Amendment **ZTA-25-06** (*Chapter 16, Reasonable Accommodations*) on First Reading, through Ordinance **2025-14**, as presented by staff.

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### CITY COUNCIL ACTION Adoption Hearing – January 5, 2026

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# **Business Impact Estimate**

Proposed ordinance's title/reference:

## **Ordinance No. 2025-14**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 1, GENERALLY, ESTABLISHING THE PROCESS AND PROCEDURES FOR THE REVIEW AND APPROVAL OF REASONABLE ACCOMMODATION REQUESTS, INCLUDING CERTIFIED RECOVERY RESIDENCES; PROVIDING A PROCESS FOR REASONABLE ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES AS PROVIDED BY THE FAIR HOUSING ACT, THE AMERICANS WITH DISABILITIES ACT AND OTHER STATE AND FEDERAL REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE 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 will implement a procedure for processing reasonable accommodation requests for persons with disabilities as provided by the Fair Housing Amendments Act (FHA) and the Americans with Disabilities Act (ADA) to ensure equal housing opportunity for persons with disabilities, including certified recovery residences. The adoption of this Ordinance is required pursuant to Section 397.487, Florida Statutes.

The Ordinance aligns with the City's Comprehensive Plan objectives related to fair housing access, public health, safety and welfare, and efficient administration of land development regulations.



**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:** January 5, 2025

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

**SUBJECT:** Ord. No. 2025-22 Budget Adjustment – General Fund

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### BACKGROUND

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Council Policy No. 6 requires City Council action to authorize budget adjustments between cost centers, departments, and funds. A budget adjustment is required to account for the under-budget of the Safer Grant, Opioid Settlement, Firefighter Cancer Decontamination Equipment Grant and missed budgeting of Payment to Palm Beach County for Reimbursement of the Lake Worth Plaza West MSTU. This affects the general fund (001) only.

After being declined several years in a row, the City received approval for the Safer Grant. This grant funds six (6) new Firefighters salaries at 75% for three years or \$1,429,408.15. Year one will be \$579,489.79. Four (4) new Firefighters were already budgeted in the FY 2026 Budget. This budget adjustment will include budgeting for the grant revenue and the payroll expense for the two (2) new Firefighters in the general fund for the first year of the grant.

Around 2022, the first of several Opioid Settlements was distributed. These funds could only be used for opioid recovery. The funds were previously used to purchase Narcan, which is budgeted under medical supplies. This year, the funds will be used to purchase AEDs to be installed in City parks, estimated at \$20,000.

The City received the Firefighter Cancer Decontaminations Equipment Grant. Grant funds will be used to purchase fire hoods (75 @ \$121= \$9,075). The grant will cover 75% of the funds.

The 2022 Lake Worth Plaza West annexation agreement required the City to reimburse the County for the MSTU in the first four years after annexation. This expense was overlooked in the FY2026 Budget. The amount for the third year is \$111,139.

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### ANAYISIS

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Ordinance 2025-22 is to authorize the net budget adjustment for the total amount of \$254,773 that documents the movement of the funds within the general fund to cover the unbudgeted item.

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### **FINANCIAL INFORMATION**

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The proposed ordinance increases the general fund revenues by \$586,297 and the general fund expenditure by \$331,524 in FY 2026, with a net effect of \$254,773.

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### **LEGAL**

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The proposed Budget Amendment has been prepared in accordance with the applicable State Statutes and City Code Requirements

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### **STAFF RECOMMENDATION**

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Approval of Ordinance 2025-22.



**ORDINANCE NO. 2025-22**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CITY OF GREENACRES' BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, INCLUSIVE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Greenacres, Florida adopted a budget for the 2025/2026 Fiscal Year; and

**WHEREAS**, the City Council has determined that an amendment needs to be made to the previously adopted Fiscal Year Budget; and

**WHEREAS**, the City Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the City of Greenacres.

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

**Section 1.** The City Council hereby amends the revenues and expenditures in the general fund (001) fund, and the balances listed in attached Exhibit "A" by and adopts such amendments to the Budget of the City of Greenacres for the Fiscal Year October 1, 2025, through September 30, 2026, inclusive.

**Section 2. 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 3. 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 4. Effective Date.**

The provisions of this Ordinance shall become effective upon adoption.

**Passed on the first reading this 1st day of December 2025.**

**PASSED AND ADOPTED on the second reading this 5th day of January 2026.**

*Voted:*

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**Chuck Shaw**, Mayor

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**John Tharp**, Council Member, *District*

**Attest:**

*Voted:*

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**Quintella Moorer**, City Clerk

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

*Voted:*

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

*Voted:*

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**Susy Diaz**, Deputy Mayor

*Voted:*

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**Elisa Leheny**, Council Member, *District V*



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

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**Glen J. Torcivia**, City Attorney

FYE 9/30/2026

Exhibit "A"

**Fund 001 General Fund**

Increase (Decrease)

**Revenue****Safer Grant year 1 of 3 (6 employees)**

Fed Grant Homeland Security	001-50-331-203	\$ 579,490
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**Firefighter Cancer Decontamination Eq grant**

State grant revenue 75%	001-50-334-200	\$ 6,807
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<b>Total Revenue</b>	<b>\$ 586,297</b>
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**Expense****Safer grant (2 employees)**

Salary wages	001-50-55-12-1	\$ 125,986
FLC P/S FF Retirement	001-50-55-22-4	\$ 42,747
FLC General Retire	001-50-55-22-2	\$ 2,880
Life & Health Ins	001-50-55-23-1	\$ 19,697

**Property Tax Reimb Annex MSTU**

Payment to PBC	001-80-84-99-3	\$ 111,139
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**Opioid settlement**

Other equipment (AEDs)	001-50-55-64-8	\$ 20,000
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**Firefighter Cancer Decontamination Eq grant**

Fire hoods 75 @ \$121	001-50-55-52-8	\$ 9,075
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<b>Total Expense</b>	<b>\$ 331,524</b>
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<b>001 General Fund Change in Fund Balance</b>	<b>\$ 254,773</b>
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## Department Report

**MEETING DATE:** January 5, 2026

**FROM:** Michele Thompson, Director, Community & Recreation Services

**SUBJECT:** Community & Recreation Services Dept. – November Report

### ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY 2026 TO DATE	FY 2026 BUDGET
No. of Contracts Executed/Renewed	2	2	4
No. of Collaborative Partnerships/Opportunities	7	21	50
No. of Vendor/Independent Contractor Agreements	22	28	61
No. of Educational Scholarship Applications R'cd	-	-	25
No. of Community Events Coordinated	-	1	14
No. of Event Participants		5,000	36,000
No. of Little Free Libraries (LFL) *Replacement Units / #Story Walk Boards	#1	30	30/0
No. of Business Sponsorships	-	-	20
No. of Schools/Attendance for "Read for the Record"	-	-	18/1,500

### FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY 2026 TO DATE	FY 2026 BUDGET
Fields/Concession Stands	64	177	750
Pavilions	15	48	500
Center Facility	65 <sup>1</sup>	142 <sup>1</sup>	750
Monthly Center Attendance	2,411	5,688	52,000

**103<sup>1</sup>** Additional Free Rentals: **39** Gym: Open Gym/YP/City Use; **8** Banquet Hall: Ballroom/FR/PBSO/Spotlighters; **17** Room 1; OAP; **2** Room 2: Spotlighters/AARP; **3** Room 3: Spotlighters; **8** Room 4: ESOL; **12** Comm. Park: Square Dance; **14** Freedom Park: Youth Soccer League



**REVENUE**

<b>FACILITY RENTALS REVENUE</b>	<b>THIS PERIOD</b>	<b>FY 2026 TO DATE</b>	<b>FY 2025 PROJECTED</b>
Total Rental Revenue Generated	\$14,953.50	\$31,950.67	\$344,000

**ATHLETICS**

<b>YOUTH ATHLETICS</b>	<b>THIS PERIOD</b>	<b>FY 2026 TO DATE</b>	<b>FY 2026 PROJECTED</b>
FY26 Co-ed Fall Soccer (10/19/25-12/5/25) • Registration Period 8/1/25 – 9/19/25	-	255	280
FY26 Co-ed Winter Basketball (12/1/25-3/6/26) • Registration Period 9/2/25 – 10/30/25	34	153	160
FY26 Co-ed Spring Soccer (2/23/26-5/15/26) • Registration Period 1/5/26 – 2/20/26	-	-	280
Co-ed Basketball Skill Development Program • 8-week session: 4/2/26 - 5/21/26 (Thurs.) • Registration Period 2/12/26 - 3/19/26	-	-	100
Co-ed Summer Basketball Skills Camp • Camp Week: 7/20/26 – 7/23/26 • Registration Period 5/18/26/ - 6/30/26	-	-	40

<b>FOOD DISTRIBUTION</b>	<b>NO. SERVED</b>
Restoration Bridge Int. – Nov. 12 <sup>th</sup> @ City Hall	500
House of Grace – Dec. 20 <sup>th</sup> @ City Hall (w/ toy drive)	-

**OLDER ADULT PROGRAMS**

<b>SOCIAL ACTIVITIES</b>	<b>PARTNERS/SPONSORS</b>	<b>NO. OF PARTICIPANTS YTD</b>
Daily Meal Program; Zumba Games/Bingo; Special Events; Educational Sessions Mon.- Fri. (5 x 30)	Firebush; Zumba; Humana; HealthSun; “Mending Minds” and “Notes for Life” concerts Thanksgiving Luncheon	714

# FY26 EVENTS & SPONSORSHIPS

Item # 10.

EVENTS	SPONSORS/PARTNERS	FY 2026 EXPENSE	FY 2026 ACTUAL	FY2026 ATTENDEES
Trunk or Treat	PBSO	N/A	N/A	4,000
FR Pancake Breakfast w/Santa 12/7/25	GRFR	-	-	
Holiday in the Park (Fri & Sat), 12/12- 12/13/25		\$38,055		
Sundaes with Santa 12/19/25		\$3,044	\$2,515	101
Daddy/Daughter Dance 2/7/26		\$9,337		
Sunday Sounds (1 <sup>st</sup> Concert) 2/22/26		\$8,048		
FR Chili Cook-Off 3/1/26	GAFR	\$7,665		
Eggs'stravaganza 4/4/26		\$28,196		
100 <sup>th</sup> Birthday Bash 5/24/26		\$22,377		
Sunday Sounds (2 <sup>nd</sup> Concert) 6/28/26		\$8,048		
Ignite the Night 7/4/26		\$83,048		
Back-2-School Drive 7/24/26		\$8,292		
Senior Resource Fair 9/27/26		\$500		
Sunday Sounds (3 <sup>rd</sup> Concert) 9/27/26		\$8,048		

**FY26 Event Actuals = Direct + In-direct – Event Sponsors & Revenues**



## Department Report

**MEETING DATE:** January 5, 2025

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

**SUBJECT:** November 1, 2025, through November 30, 2025

## Development & Neighborhood Services Department

### My Government Online Software (MGO)

Implementation of new software online platform to replace New World and Energov for permitting, business tax receipts, contractor licensing, planning and zoning, and code enforcement. Staff completed all workflow mapping and MGO completed the configurations for all modules. Implementation is awaiting City credit card processing development and completion. Code Compliance module is now live and fully being used.

## Planning, GIS & Engineering Division

### NEW CASES

#### City of Greenacres Municipal Complex/EOC – (SP-04-04A, BA-25-01, SE-25-02)

A request for a Major Site and Development Plan Amendment (SP-04-04A) for the construction of an Emergency Operations Center, a Variance (BA-25-01) request for building height, and a Special Exception (SE-25-02) to allow for a Government Maintenance facility.

### CURRENT PLANNING CASES

#### Barclay Square – 2902-2994 Jog Road (MSP-24-08)

A request for a Master Sign Plan (MSP-24-08) for the Barclay Square Plaza. (Under new ownership; Staff has been working with the agent on preparing resubmittal.)

#### Boatman Landings – 4656 Boatman Street (ANX-25-01, SP-25-03, and MSP-25-04)

A request for a voluntary annexation (ANX-25-02), a Site and Development Plan (SP-25-03), and a Master Sign Plan (MSP-25-04) for the construction of a seven (7) unit townhouse development located at the southwest corner of Boatman Street and Nyack Lane. The subject property is approximately 1.07 acres. (Completeness comments sent on November 14, 2025, pending applicant's response and resubmittal.)



**Buttonwood Plaza – 3016-3094 Jog Road (MSP-24-07)**

A request for a Master Sign Plan (MSP-24-07) for the Buttonwood Plaza. (Under new ownership; resubmittal comments sent on November 14, 2025, pending applicant's response and resubmittal.)

**Greenacres Plaza – 3905-3985 Jog Road (MSP-25-02)**

A request for a Master Sign Plan (MSP-25-02) for Greenacres Plaza. (Staff has been having discussions related to the implementation of the Master Sign Plan and amortizations per the recently approved signage ZTA.)

**Greenacres Sunoco and Offices – 3067 South Jog Road (SP-24-02)**

A request for Major Site and Development Plan Amendment (SP-24-02) approval to construct a 6,000 sq ft office/retail building with a 798 sq ft mezzanine. (Completeness letter sent March 11, 2024, resubmittal received September 30, 2024, comments were provided on November 1, 2024. Resubmittal received August 20, 2025. (DRC Meeting held and comments provided October 16, 2025, pending applicant's response and resubmittal.)

**Ice Cream La Bendicion – 560 Jackson Avenue (SP-24-04 and MSP-25-03)**

A request for Site and Development Plans (SP-24-04) approval to construct an 882 sq ft two story building with ice cream/raspado shop on the ground floor and one dwelling unit on the second floor. A request for a Master Sign Plan (MSP-25-03) for 560 Jackson Avenue. (Submittal received June 24, 2025; sufficiency comments sent to applicant on July 18, 2025; ongoing discussions being had with applicant, awaiting applicant's response and resubmittal; meeting held on July 30, 2025, and August 26, 2025. Applicant requested extension for resubmittal for December 2025.)

**Mil Lake Plaza – 4507-4639 Lake Worth Road (MSP-24-09)**

A request for a Master Sign Plan (MSP-24-09) for the Mil Lake Plaza. (Completeness comments sent to applicant on October 15, 2025, awaiting applicant's response and resubmittal)

**Raising Cane's Restaurant – Mil-Lake Plaza – 3969 South Military Trail (SE-25-01, SP-25-01, and PCD-81-02N)**

A request for Special Exception (SE-25-01), Site and Development Plans (SP-25-01), and Master Plan Amendment (PCD-81-02N) approval for the construction of a 3,153 sq ft drive-through restaurant on the outparcel located at the southeast corner of the Mil-Lake Plaza. (Heard by the DRC on October 16, 2025; DRC comments issued to the applicant on November 7, 2025; awaiting applicant's response and resubmittal.)

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## SITE PLAN AMENDMENTS

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**Culver's of Greenacres – 6120 Lake Worth Road (SP-99-05B)**

A request for a Minor Site and Development Plan Amendment (SP-99-05B) for modifications including exterior elevations, signage, landscape, parking lot and drive through layout, and a ~60 sq ft increase in floor area. (DRC Meeting held on November 20, 2025, finalized DRC comments being drafted by Staff.)

### **Dunkin Donuts – Aloha Shopping Center – 4644 Lake Worth Road (SP-16-07A and MSP-24-04)**

A request for a Minor Site and Development Plan Amendment (SP-16-07A) to modify the exterior façade of the Dunkin Donuts outparcel and a Master Sign Plan (MSP-24-04) for the entire Aloha Shopping Center. (Meeting with applicant was held on November 19, 2024; resubmittal received on December 17, 2024; comments provided on December 27, 2024; meeting with property owner and applicant was held on January 9, 2025; discussion with property owner held week of June 22, 2025; follow up emails sent on September 11, and November 14, 2025.)

### **Pep Boys – 4690 Lake Worth Road (SP-84-14C)**

A request for a Minor Site and Development Plan Amendment (SP-84-14C) to update the existing site conditions, including modifications to the exterior façade, updated signage, revisions to the parking lot layout and other improvements to meet Code. (DRC Meeting held on November 20, 2025, finalized DRC comments being drafted by Staff.)

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## **ZONING TEXT AMENDMENTS**

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### **ZTA-25-03 Impervious & Pervious Surface Areas for Residential**

A City-initiated request for a Zoning Text Amendment to establish procedures for processing requests for reasonable accommodation in accordance with state law; to update all references from “Code Enforcement Division” to “Code Compliance Division”; and to provide for other corrections throughout the Code for consistency. (PZB recommended approval 4-0 on October 9, 2025. City Council voted 5-0 to approve on First Reading on November 3, 2025; Scheduled for 2<sup>nd</sup> Reading on on December 1, 2025)

### **ZTA-25-06 Reasonable Accommodations**

A City-initiated request for a Zoning Text Amendment to establish procedures for processing requests for reasonable accommodation in accordance with state law; to update all references from “Code Enforcement Division” to “Code Compliance Division”; and to provide for other corrections throughout the Code for consistency. (PZB recommended approval 5-0 on November 13, 2025; Scheduled for 1<sup>st</sup> Reading with City Council on December 1, 2025; Scheduled for 2<sup>nd</sup> Reading on January 5<sup>th</sup>, 2025.)

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## **RESIDENTIAL DEVELOPMENT PROJECTS**

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### **Blossom Trail (Nash Trail)**

All Project plans approved. Final Engineering Permit issued, Construction Bond and Contract in place. Master Building Permits have been issued for the Townhouse and Single-Family units. Anticipated to submit individual building permit applications soon.

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## **NON-RESIDENTIAL DEVELOPMENT PROJECTS**

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### **Chick Fil A – 6860 Forest Hill Boulevard (SP-85-12RR)**

The Temporary Certificate of Occupancy (TCO) was issued on March 22, 2025, with stipulations and conditions. Grand opening of the Restaurant was April 3, 2025. (Since November 2024, staff has coordinated with applicant and Legal to move forward with the amendment and permit applications to finalize the outstanding issues required per Code, Building Permit, and County TPS letter. Staff continues to work with the applicant and developer to comply with outstanding TCO conditions.)

### **Church of God 7<sup>th</sup> Day of Palm Beach – 3535 South Jog Road**

All approvals have expired. Special Exception, site and associated development plans, building and engineering permit applications, and outside agency approvals would be required to be submitted to obtain development approval. Adjacent single-family house has complied, and the code enforcement case closed out. House of Worship site has an active code enforcement case. Special Magistrate Hearing was held March 2025, and 3 board orders were issued with separate compliance deadlines. The Magistrate granted a 30-day compliance deadline for maintenance items, giving until April 26, 2025, to comply. Inspection conducted revealed some violations still present, \$250 a day fine begin April 27, 2025. The Magistrate granted a 90-Day compliance deadline for additional maintenance and zoning items, giving until June 25, 2025, to comply. An inspection was conducted a day after, violations were still present, \$250 a day fine begin accruing for the second order as well. The Magistrate granted a 120-day compliance deadline to obtain project approvals/permits or demo pre-development conditions, giving the owner until July 24, 2025, to comply or a fine of \$250/ Day will commence. Compliance hasn't been reached so all three fines are currently accruing.

### **El Car Wash – 6200 Lake Worth Road (SP-22-02B)**

The Special Exception and Site and Development Plans were approved by City Council on December 19, 2022. Preconstruction meeting held April 26, 2024. Engineering Permit issued April 26, 2024. Engineering Permit was closed out February 13, 2025. Maintenance bond took effect on February 13, 2025. A TCO was issued on February 25, 2025. The owner has received HOA approval to remove the fence and install a buffer wall along the property line for a better outcome.

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## **GIS**

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### **GIS**

Staff continues to assist in creating various maps for different users.

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## **LIVE ENTERTAINMENT PERMITS**

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### **LE 2025-0709 – Caribbean Tease Restaurant – 6295 Lake Worth Road – In Progress**

A request by Wayne Vassell on behalf of Caribbean Tease for Friday, Saturday and Sunday from 3:00 pm to 11:00 pm and scheduled special occasions. (DRC meeting was held on January 16, 2025; discussion held with applicant on September 9, 2025, regarding comments issued, awaiting applicant's response to comments and resubmittal)



**LE 2025-2583 – Coco Mambo LLC – 3745 South Military Trail – In Progress**

A request from Coco Mambo for a Live Entertainment Permit for no more than four (4) nights per week from 7:00 pm to 1:00 am. (Discussion held with applicant on September 3, 2025, regarding Interior and exterior work done without permit; LE permit approval on hold, Staff is actively working with the applicant, was provided 30 days by Building to apply for all applicable permits)

**LE 2025-2839 – El Rey del Taco – 5283 Lake Worth Road – In Progress**

A request from El Rey del Taco for a Live Entertainment Permit for Friday and Saturdays from 9:00 pm to 1:30 am and for scheduled sports games. (DRC meeting was held with DRC comments on September 25, 2025; awaiting passed Fire and obtaining CO)

**LE 2025-2959 – El Sabor Latino – 2202 South Jog Road – In Progress**

A request from El Sabor Latino for a Live Entertainment Permit for daily from 8:00 pm to close of business. (An incomplete application was received on September 23, 2025, staff is working with the applicant on submittal requirements.)

**LE 2024-2729 – El Valle Hondu-Mex Restaurant – 4992 10th Avenue North – In Progress**

A request from El Valle Hondu-Mex Restaurant for a Live Entertainment Permit for Friday and Saturdays from 9:00 pm to 1:30 am and for scheduled sports games. (DRC meeting was held on September 19, 2024; DRC comments provided on October 31, 2024; meeting held with applicant on November 1, 2024; discussion held with applicant on August 11, 2025, regarding comments issued, awaiting applicant's response to comments and resubmittal)

**LE 2025-2353 – Reggae Jerk of the Palm Beaches LLC – 2178 Jog Road – In Progress**

A request by Robert Leslie on behalf of Reggae Jerk for a Live Entertainment Permit for Friday, Saturday and/or Sunday from 3:00 pm to 11:00 pm and for scheduled special occasions. (Sufficiency comments provided on August 15, 2025; discussion held with applicant on September 29, 2025, regarding comments issued, awaiting applicant's response to comments and resubmittal)

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**TEMPORARY USE PERMITS**


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**TU 2025-2838 – El Rey Del Taco – 5283 Lake Worth Road – Approved**

A request by Josselin Casarrubias for a Temporary Use Permit for a restaurant grand reopening event. (Pending CO to occupy entire building; Staff is actively working with the applicant to close out all building permits. Once all permits are closed out and CO issued, applicant will provide new date.)

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**FY 2026 Data:**


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CASE APPROVALS ISSUED	CURRENT PERIOD	FYTD 2026	FY 2026 BUDGET
Annexation	0		2
Comprehensive Plan Amendment	0		3
Zoning Changes	0		3
Special Exceptions	0		4
Site Plans	0		5

Site Plan Amendments	1	2	8
Variances	1	1	3
Zoning Text Amendments	1	1	4
Master Sign Plan	0		5

INSPECTION TYPE	CURRENT PERIOD	FYTD 2026	FY 2026 BUDGET
Landscaping	0	1	80
Zoning	15	16	50
Engineering	5	8	50

\* Assumes progress of proposed Developments such that inspections are requested.

## Building Division

### Building Department Report (November 1, 2025 – November 30, 2025)

#### 1) ADMINISTRATION:

- a) Researched and completed Sixty-Six (66) lien searches providing open and/or expired permit information.
- b) Researched and completed Twenty-Two (22) records requests for historical permits.

#### 2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD		FYTD 2026
New Applications Received / Permits Created	129		284
Applications Approved	66		189
Applications Canceled	4		7
Applications Denied	0		0
Applications Reopened	1		1
Permits Issued	110		258
Permits Completed	158		375
Permits Canceled	8		18
Permits Reopened	10		25
Permits Expired	28		90
Inspections Performed	352		789
Construction Value of Permits Issued	\$2,154,817.00		\$3,476,358.03
Construction Reinspection Fees	\$350.00		\$1,300
Extension/Renewal Fees	\$475.00		\$2,367.07
CO's Issued	0		3
CC's Issued	0		0
Temporary CO's Issued	1		3

#### 3) BUSINESS AND CONTRACTOR REGISTRATION:

(See Attached Summary Reports)



#### 4) PERMIT APPLICATIONS IN PLAN REVIEW – PRINCIPAL NEW OR REMODEL PROJECTS:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
Heritage Career Institute	4568 Lake Worth Rd		Interior Remodel	2026-0395
Publix Liquor	4805 S Military	1130	Interior Remodel	2026-0307
SFH	4108 Raulenson Dr	2400	New SFH	2025-2948
Mobile Home	960 Bayivew Rd		New Mobile Home	2025-2909
Mobile Home	154 Rainbow Dr		New Mobile Home	2025-2570
SFH	504 Swain Blvd		New SFH	2025-2270
Stall Money	6424 Lake Worth Rd		Interior Reno	2025-2414
Blossom Trail	5901 Begonia Cir	3926	Clubhouse	2025-2421
Murphy Oil USA	6270 Forest Hill Blvd	2824	Convenience Store	2025-2411
SFH	425 Swain Blvd	1608	New SFH	2025-1959

#### 5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
Mobile Home	41 Bridgette Blvd		New Mobile Home	2026-0235
SFH	113 Swain Blvd	1875	New SFH	2025-1166
SFH	117 Swain Blvd	1875	New SFH	2025-1173
SFH	121 Swain Blvd	2143	New SFH	2025-1168
Fire Station	5095 S Haverhill Rd		Bunkhouse Conversion	2025-2360
Karai Kitchen	4840 10 <sup>th</sup> Ave N		Interior Remodel	2025-1560

La Tapatia Market	2980 S Jog Rd	3879	Interior Renovation	2025-0769
La Tapatia Market	2962 S Jog Rd	15705	Interior Renovation	2025-0799
El Rey Del Taco	5283 Lake Worth Rd	2,857	Interior Renovation	2025-0488
Duffy's	6848 Forest Hill Blvd	1,530	Interior Remodel	2025-0275
El Car Wash	6200 Lake Worth Rd	3,724	Construct Car Wash	2023-2487
Chik fil A	6802 Forest Hill Blvd	4,997	New Construction	2024-0270
Murphy Oil USA	6270 Forest Hill Blvd	3602	Fuel Canopy	2025-2412



# License Activity Report

Activity Date Range 11/01/25 - 11/30/25

Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Canceled
Amusement - Amusement & Entertainment	Business	1	0	0	0	8	0	0
Food Service - Food Service / Bar / Lounge	Business	2	0	0	2	7	0	0
General Retail - General Retail	Business	1	0	0	3	11	0	0
General Service - General Service	Business	3	0	0	6	31	0	0
Home - Home Based Business	Business	8	0	0	10	8	0	0
Industrial - Industrial	Business	0	0	0	0	1	0	0
Insurance Co - Insurance Sales Company	Business	1	0	0	2	18	0	0
Professional - Professional	Business	3	0	0	6	14	0	0
Rental Unit - Rental Unit	Business	3	0	0	4	41	0	0
Grand Totals		22	0	0	33	139	0	0



# CITY OF GREENACRES

## Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary

From Date: 11/01/2025 - To Date: 11/30/2025

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
<b>License Type: Amusement-Amusement &amp; Entertainment</b>					
Vending Machine-Amuse/ Vending / Coin Operated	1	0	\$19.49	\$0.00	\$19.49
Collection Fee-Collection Fee	1	0	\$500.00	\$0.00	\$500.00
<b>License Type Amusement-Amusement &amp; Entertainment Totals</b>	<b>2</b>	<b>0</b>	<b>\$519.49</b>	<b>\$0.00</b>	<b>\$519.49</b>
<b>License Type: Food Service-Food Service / Bar / Lounge</b>					
Food-Food Service	4	0	\$510.52	\$0.00	\$510.52
Food Per Seat-Food Per Seat	4	0	\$442.68	\$0.00	\$442.68
Zoning Review-Zoning Use Review Fees (BTR)	1	0	\$50.00	\$0.00	\$50.00
Transfer-Transfer	1	0	\$12.76	\$0.00	\$12.76
Collection Fee-Collection Fee	4	0	\$606.32	\$0.00	\$606.32
<b>License Type Food Service-Food Service / Bar / Lounge Totals</b>	<b>14</b>	<b>0</b>	<b>\$1,622.28</b>	<b>\$0.00</b>	<b>\$1,622.28</b>
<b>License Type: General Retail-General Retail</b>					
General Retail-General Retail Sq Feet	11	0	\$2,198.96	\$0.00	\$2,198.96
Com Inspection-Commercial Inspection	1	0	\$75.00	\$0.00	\$75.00
Zoning Review-Zoning Use Review Fees (BTR)	1	0	\$50.00	\$0.00	\$50.00
Collection Fee-Collection Fee	13	0	\$1,847.59	\$0.00	\$1,847.59
General Service-General Service	3	0	\$348.66	\$0.00	\$348.66
Food Service-Food Service	1	0	\$127.63	\$0.00	\$127.63
<b>License Type General Retail-General Retail Totals</b>	<b>30</b>	<b>0</b>	<b>\$4,647.84</b>	<b>\$0.00</b>	<b>\$4,647.84</b>
<b>License Type: General Service-General Service</b>					
General Service-General Service	33	0	\$3,778.23	\$0.00	\$3,778.23
Com Inspection-Commercial Inspection	2	0	\$150.00	\$0.00	\$150.00
Zoning Review-Zoning Use Review Fees (BTR)	3	0	\$150.00	\$0.00	\$150.00
Transfer-Transfer	2	0	\$23.24	\$0.00	\$23.24
Collection Fee-Collection Fee	35	6	\$2,028.38	\$23.24	\$2,051.62
Cosmetology-Cosmetology / Barber	1	0	\$40.61	\$0.00	\$40.61
<b>License Type General Service-General Service Totals</b>	<b>76</b>	<b>6</b>	<b>\$6,170.46</b>	<b>\$23.24</b>	<b>\$6,193.70</b>
<b>License Type: Home-Home Based Business</b>					
Home-Home Based Business	15	0	\$1,220.85	\$0.00	\$1,220.85
Zoning Review-Zoning Use Review Fees (BTR)	8	0	\$400.00	\$0.00	\$400.00

License Type Home-Home Based Business Totals	23	0	\$1,620.85	\$0.00	\$1,620.85
License Type: Insurance Co-Insurance Sales Company					
Insurance Reg-Insurance Registration	13	0	\$1,586.39	\$0.00	\$1,586.39
License Type Insurance Co-Insurance Sales Company Totals	13	0	\$1,586.39	\$0.00	\$1,586.39
License Type: Professional-Professional					
Professional-Professional	6	0	\$732.18	\$0.00	\$732.18
Cosmetology-Cosmetology / Barber	10	0	\$406.10	\$0.00	\$406.10
Real Estate-Real Estate Broker / Ins Agents	2	0	\$195.30	\$0.00	\$195.30
Transfer-Transfer	1	0	\$4.06	\$0.00	\$4.06
Collection Fee-Collection Fee	1	0	\$25.00	\$0.00	\$25.00
Delinquent > 150-Delinquent Over 150 Days	1	0	\$100.00	\$0.00	\$100.00
General Service-General Service	1	0	\$116.22	\$0.00	\$116.22
License Type Professional-Professional Totals	22	0	\$1,578.86	\$0.00	\$1,578.86
License Type: Rental Office-Rental Office					
Rental Office-Rental Office	1	0	\$162.89	\$0.00	\$162.89
Rental Unit -Rental Unit	1	0	\$1,574.31	\$0.00	\$1,574.31
License Type Rental Office-Rental Office Totals	2	0	\$1,737.20	\$0.00	\$1,737.20
License Type: Rental Unit-Rental Unit					
Rental Unit-Rental Unit	14	0	\$584.70	\$0.00	\$584.70
Collection Fee-Collection Fee	4	0	\$100.00	\$0.00	\$100.00
Delinquent >150-Delinquent Over 150 Days	4	0	\$400.00	\$0.00	\$400.00
License Type Rental Unit-Rental Unit Totals	22	0	\$1,084.70	\$0.00	\$1,084.70

## Code Compliance Division

### Code Compliance Report (November 1, 2025 – November 30, 2025)

\* MGO Conversion in process

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2026
Inspections Related to Active Code Cases	25	11
New Cases Started	14	15
Cases Complied	1	1
Current Open Cases	N/A *	0 *
Notices Sent	45	83
Illegal Signs Removed from right-of-way	265	678
Inspections Not Related to Active Code Cases	25	36
Complaints Received and Investigated	5	5
Warning Tickets	0	0



## Code Enforcement - STATS FY 2026

	<u>NOTICES MAILED</u>	<u>SIGNS</u>	<u>INSPECTIONS</u>	<u>COMPLAINTS</u>	<u>WRITTEN WARNINGS</u>
OCTOBER 2025	38	413	11	5	0
NOVEMBER 2025	45	265	25	5	0
DECEMBER 2025					
JANUARY 2026					
FEBRUARY 2026					
MARCH 2026					
APRIL 2026					
MAY 2026					
JUNE 2026					
JULY 2026					
AUGUST 2026					
SEPTEMBER 2026					



## Department Report

**MEETING DATE:** January 5, 2026  
**FROM:** Teri Lea Beiriger, Director of Finance  
**SUBJECT:** Department of Finance Activity Report

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### DEPARTMENT HIGHLIGHTS

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The following report provides activity within the Department of Finance for the reporting period from November 1 through November 30, 2025:

- Continued to work on efficiencies to better serve our internal and external customers
- General Operations
  - Continued Fixed Assets process improvements
  - Collaborating with IT staff, credit merchant providers, and software teams to implement software changes for both the DNS and CRS departments.
- Grants
  - Grant Close out:
    - DOT 2022 Safe Streets
    - FL DOT 2024 - 2025 Chickasaw Rd Exp (State) Appropriation



## Department Report

**MEETING DATE:** January 15, 2026

**FROM:** Phillip Konz, Fire Chief

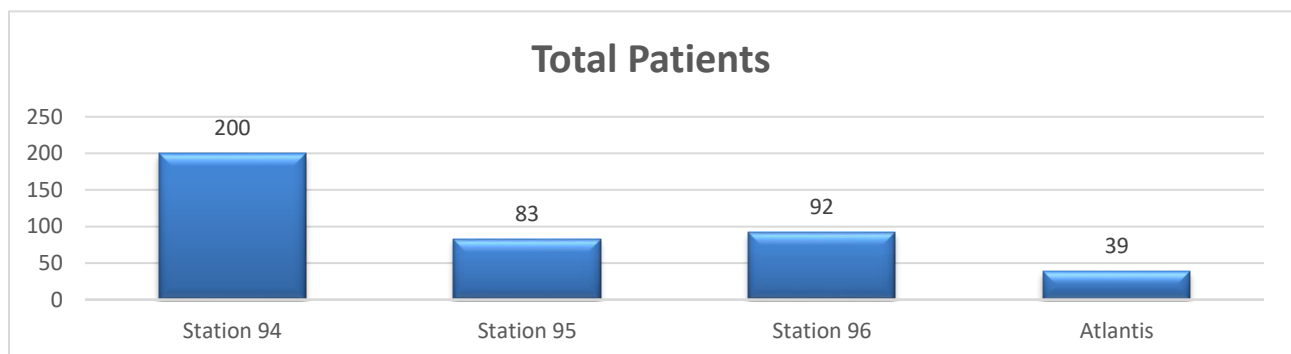
**SUBJECT:** Fire Rescue November

### FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in November	546
Average alarms per day	19.50
Total calls this fiscal year	1,383

In November 2025, 493 patients were treated for Emergency Medical related services. Of those patients, 47 were in the City of Atlantis. These requests vary from a single unit responding to help an individual who has fallen to the floor, to a cardiac arrest necessitating multiple units, along with a mix of personnel, advanced skills and equipment.

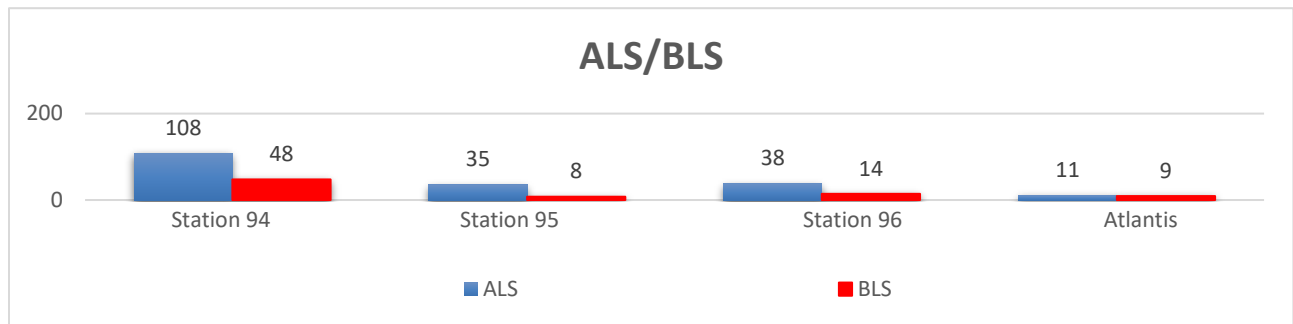
Service Calls, Cancels, and Public Assists totaled 71. The requests include, but are not limited to, people locked out of home, water evacuation, animal problems, police assist, defective elevator, and canceled due to wrong address.





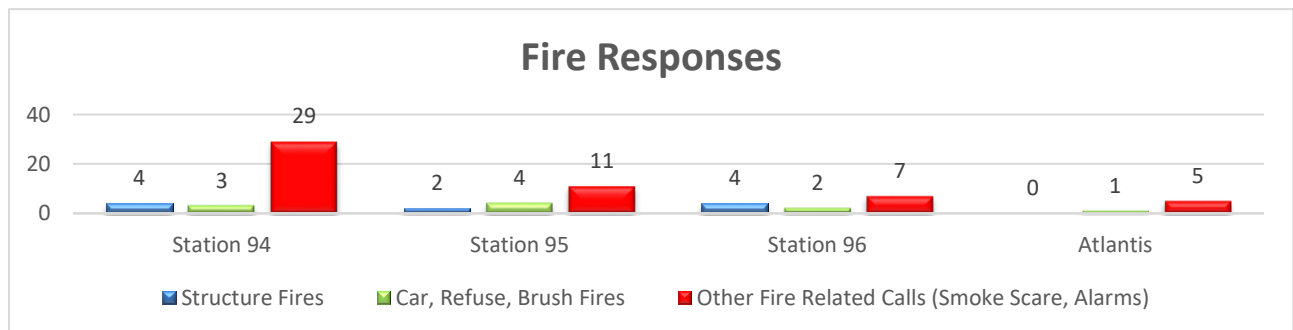
## ALS/BLS

Fire Rescue transported 232 patients to a hospital or 47% of the patients we were called to treat. The majority of those (181) required Advanced Life Support procedures. ALS emergencies require additional personnel, specialized equipment, and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.

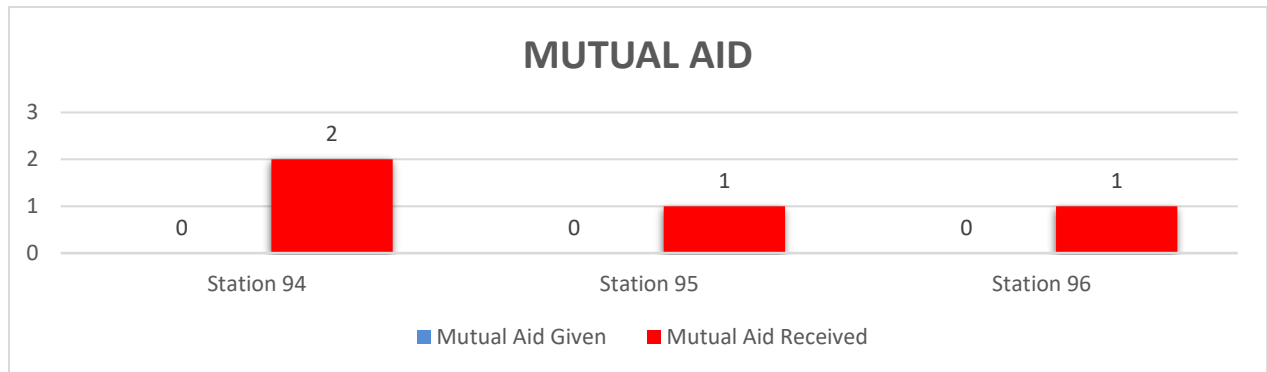


## FIRE RESPONSES

Fire Rescue responded to 33 calls for a fire or smoke-related emergency. There were four (4) calls requiring an escalated response to a car, brush, or refuse fire; eight (8) were in a residential or commercial structure.



## MUTUAL AID

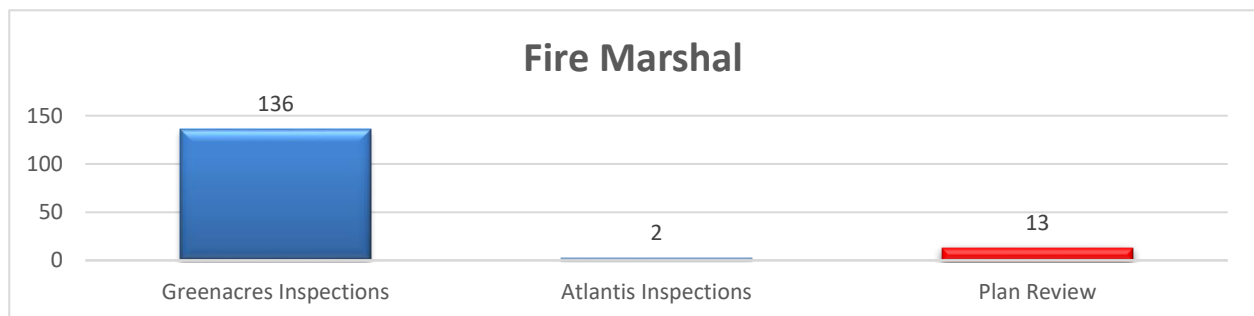


Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system is designed to be limited to large events that tax the resources beyond the normal capabilities of the community.

## FIRE MARSHAL

Fire Prevention and Protection focuses on protecting people and property from fire through fire safety inspections, fire plans review, fire cause and origin investigations, and public education. In addition, the Fire Marshal provides fire safety lectures, attends land development meetings, and testifies at code enforcement hearings.

Inspections	138
Plans Review	13
Dollar Loss due to fire	15,000



## SPECIAL SERVICES

Blood Pressure Screenings	2
Presentations, Station Tours/Attendees	0
Persons Trained in CPR	0





## Department Report

**MEETING DATE:** January 5, 2026

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

**SUBJECT:** Department of Information Technology - November 2025 Activity Report

### DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from November 1, 2025 – November 31, 2025.

1. Installation work on the Council Chamber AV system upgrade is scheduled to start on 12/17/2025. All work is expected to be complete by the January 5, 2026 Council meeting.
2. Installation work on the Banquet Hall display upgrade is scheduled to start the week of 12/17/2025. All work is expected to be complete before the end of the year.
3. Kicked off the project to migrate the City's public website to the CivicPlus platform. The new site is expected to go live in March 2026.
4. Kicked off the project to migrate the City's meeting agenda management software to the CivicPlus platform, for the City Clerk's office. Tentative Go-Live is February-March 2026.
5. Kicked off the implementation project for iWorq software for the Public Works Department to manage vehicle maintenance. Tentative Go-Live is late January 2026.
6. Began working with advisory service Info-Tech to develop and implement a detailed cybersecurity incident response plan, AI policy, IT Strategy & Operations Roadmap and other items, to help the IT Department improve its level of service and preparedness.
7. The MyGovernmentOnline (MGO) implementation project continues with the DNS Department, to manage all Permitting, Planning & Zoning, Code Compliance and Business Tax Receipts (BTRs) activities. The Code Compliance, Fire Inspection and BTR modules are in use, with some issues still being addressed in the latter. Modules for Permitting and Zoning are currently in the configuration stage and are expected to be deployed in the next few weeks.
8. Monthly KnowBe4 simulated phishing email test results:  
 Links clicked: 2; attachments opened: 0; QR codes scanned: 0.  
 Phish-prone users (vulnerable to email phishing attacks): 1.09%, down from 5.29% during the previous month's campaign.

**SERVICE DESK REQUESTS****November 2025**

DEPARTMENT	CURRENT PERIOD	FY 2026 YTD	FY 2026 BUDGET
Administration	9	20	-
Community & Recreation Services	8	14	-
Development & Neighborhood Svcs.	12	32	-
Finance	2	9	-
Fire Rescue	8	17	-
Information Technology	4	7	-
Public Works	0	4	-
Purchasing	1	2	-
Youth Programs	1	4	-
<b>Total Service Desk Requests</b>	<b>45</b>	<b>109</b>	<b>750</b>

# IT Department Monthly Activity Report - November, 2025

## Number of Total Tickets

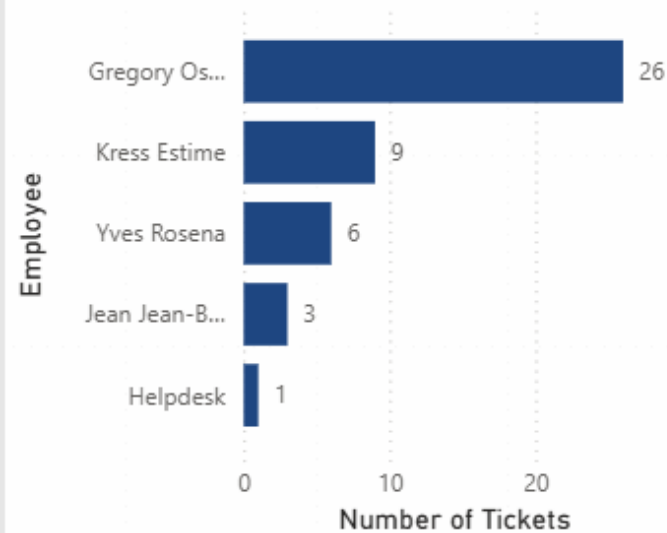
45

Tickets

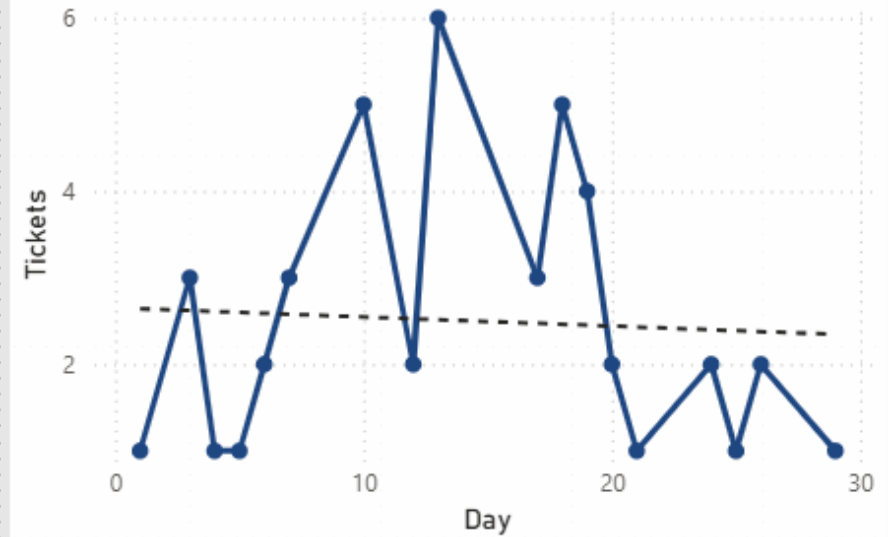
## Tickets Resolved



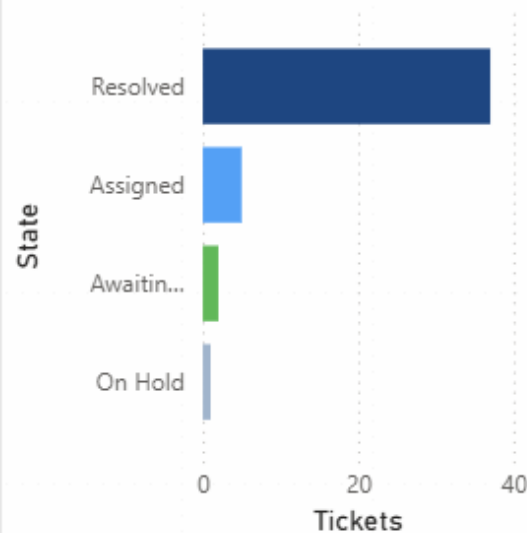
## Number of Tickets by Employee



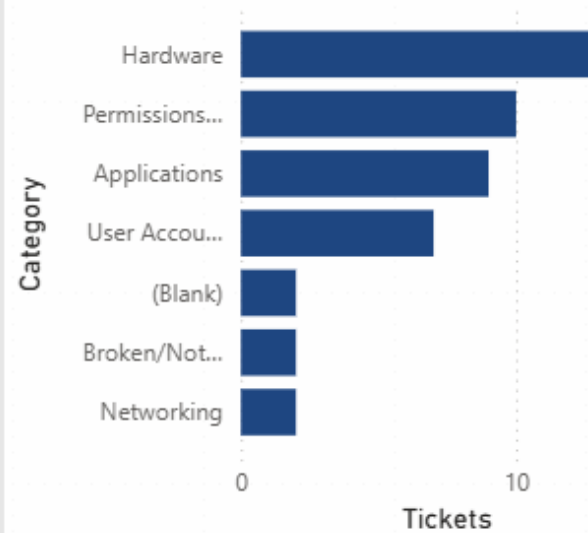
## Tickets by Day



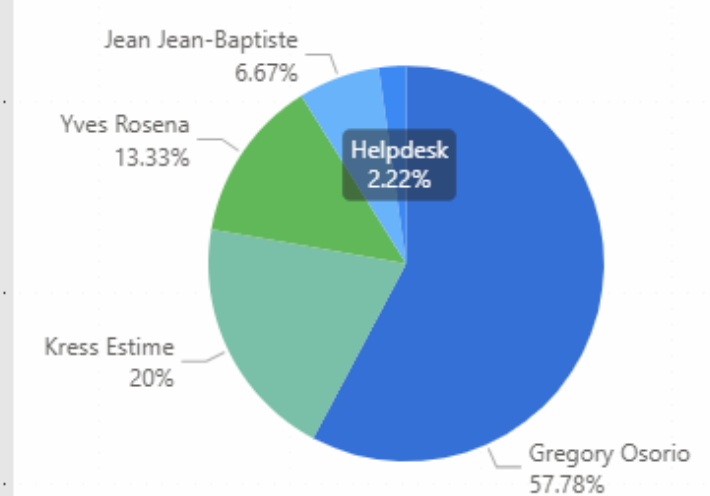
## Tickets by State



## Tickets by Category



## % of Tickets by Employee







## Department Report

### MEETING DATE:

**FROM:** Captain Craig Turner, PBSO District 16

**SUBJECT:** PBSO District 16 – November 2025 Report

### CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	1,428
Traffic Stops (Self-Initiated)	566
Calls for Service (Excluding 1050's & 1061's)	1,518
<b>All CAD Calls - Total</b>	<b>3,512</b>
<b>Total Calls for Service – FY 2026</b> (October 2025 – September 2026)	8,041

Data Source: CADS/Premier 1

\*Omit Miscellaneous Calls

*Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.*

### SUMMARY

During the month, there were 3,512 generated calls within the district and 57% of these calls were self-initiated.

### TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
366	311

Data Source: D16 Office Staff/Monthly Report

PBSO MOTORS UNIT	
Total Citations	Total Warnings
137	34

Data Source: D16 Office Staff

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### COMMUNITY POLICING EVENTS

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- Community Policing Deputies taught the Girls Who Code program at Greenacres.
- Community Policing Deputies assisted in the Food Distribution being held by Restoration Bridge at the Pickwick Mobile Home Park.
- Community Policing Deputies distributed turkeys to families in need.

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### STREET CRIMES UNIT

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- **C/N 25-114070** - District 16 Street Crime Unit conducted a traffic stop on a maroon Toyota Camry in the area of Forest Hill Blvd and 16th Place South. Observing possible narcotics activity agents removed the 18-year-old driver from the vehicle. A subsequent search revealed a Taurus semi-automatic 9mm handgun in a backpack, along with 57 grams of Schedule 1 hashish oil pens and 47 grams of marijuana packaged for sale. The suspect invoked his rights; the firearm was seized and the suspect was appropriately charged. The suspect was transported to the Palm Beach County Jail. A DNA search warrant will follow.
- **C/N 25-115542** - District 16 Road Patrol and District 16 Street Crime Unit responded to a call regarding a suspicious vehicle. The complainant reported that the occupants of the vehicle were in possession of a firearm. Deputies and Agents located the vehicle and initiated a traffic stop due to a traffic violation. Upon making contact with the driver, who was 17 years old they discovered that he had a firearm in his waistband. The passenger was searched and released without incident. Agents arrested the driver for possession of a firearm by a minor and he was transported to JAC.
- **C/N 25-118872** - District 16 Street Crime Unit conducted a traffic stop on a vehicle for a traffic violation. Agents contacted the driver and established probable cause to search the vehicle. During the search, agents found a stolen firearm on the suspect along with 501 grams of marijuana and 60 grams of hashish. Agents charged the suspect with dealing in stolen property, possession of marijuana with intent to sell, possession of hashish with intent to sell, operating a vehicle with an improper tag, and possession of a firearm during the commission of a felony. The suspect was transported to the Palm Beach County Jail.
- **C/N 25-120412** - District 16 Street Crime Unit Agents conducted a traffic stop on a vehicle due to a traffic violation. During the stop, agents developed probable cause to search the vehicle where they discovered 56.6 grams of marijuana, 32 grams of hashish oil, and a firearm. The suspect was arrested by Agents for possession of a firearm during the commission of a felony, possession of marijuana with intent to sell, and possession of hashish with intent to sell. The suspect was transported to the Palm Beach County Jail and charged accordingly.

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### PROPERTY DETECTIVES

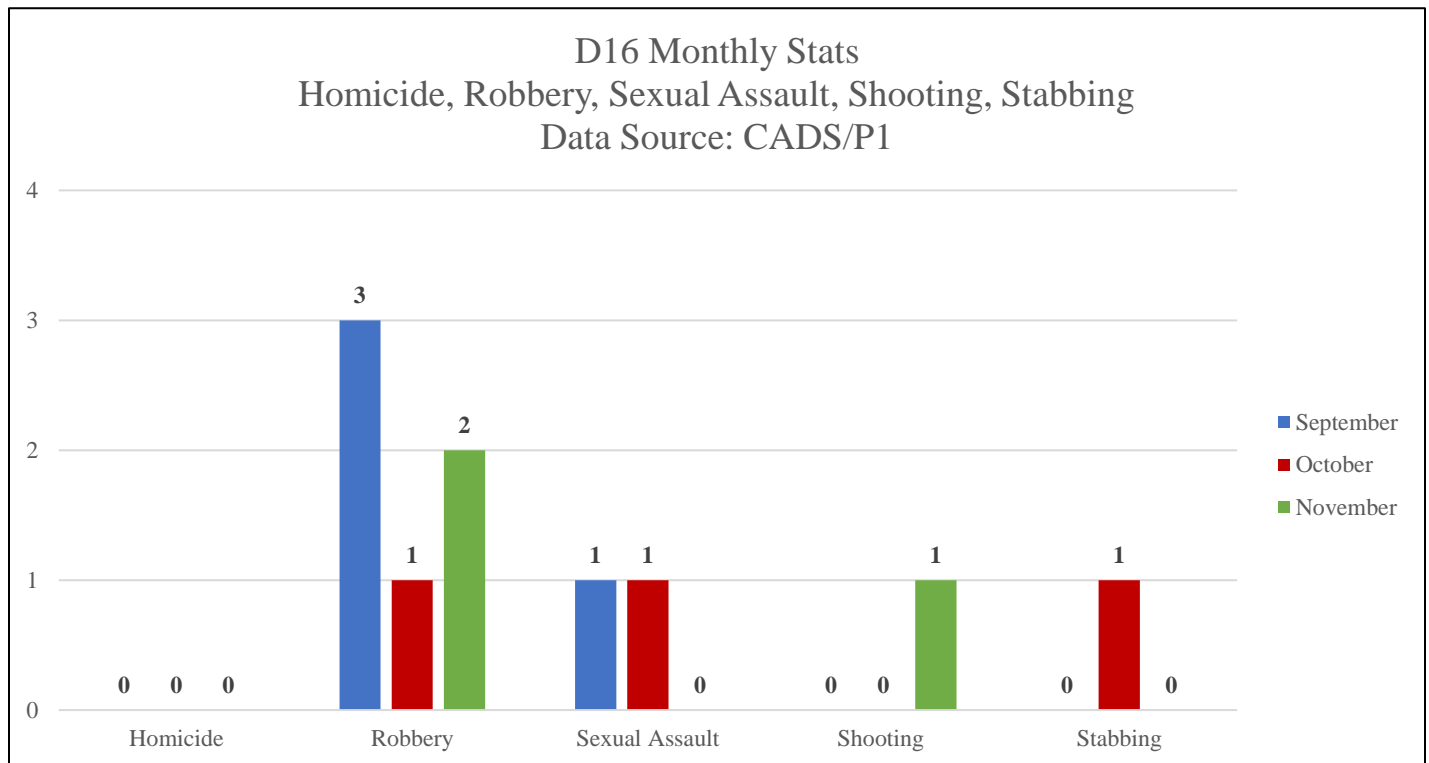
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- On November 25, 2025 an occupied residential burglary occurred at 208 Seminole Palms Dr., Greenacres. The suspect in this case entered through the unlocked patio

door, took a purse containing several credit cards and car key, and then stole the victim's vehicle. The suspect used several of those credit cards and Detectives were able to obtain surveillance video from these transactions. Detectives then worked with the SFCAT team, to locate the vehicle. SFCAT located the vehicle that was mobile, and were able to recover the vehicle and apprehend the suspect. Detectives interviewed the suspect, recovered evidence and turned the vehicle and credit cards back over to the victim. The SFCAT completed the arrest.

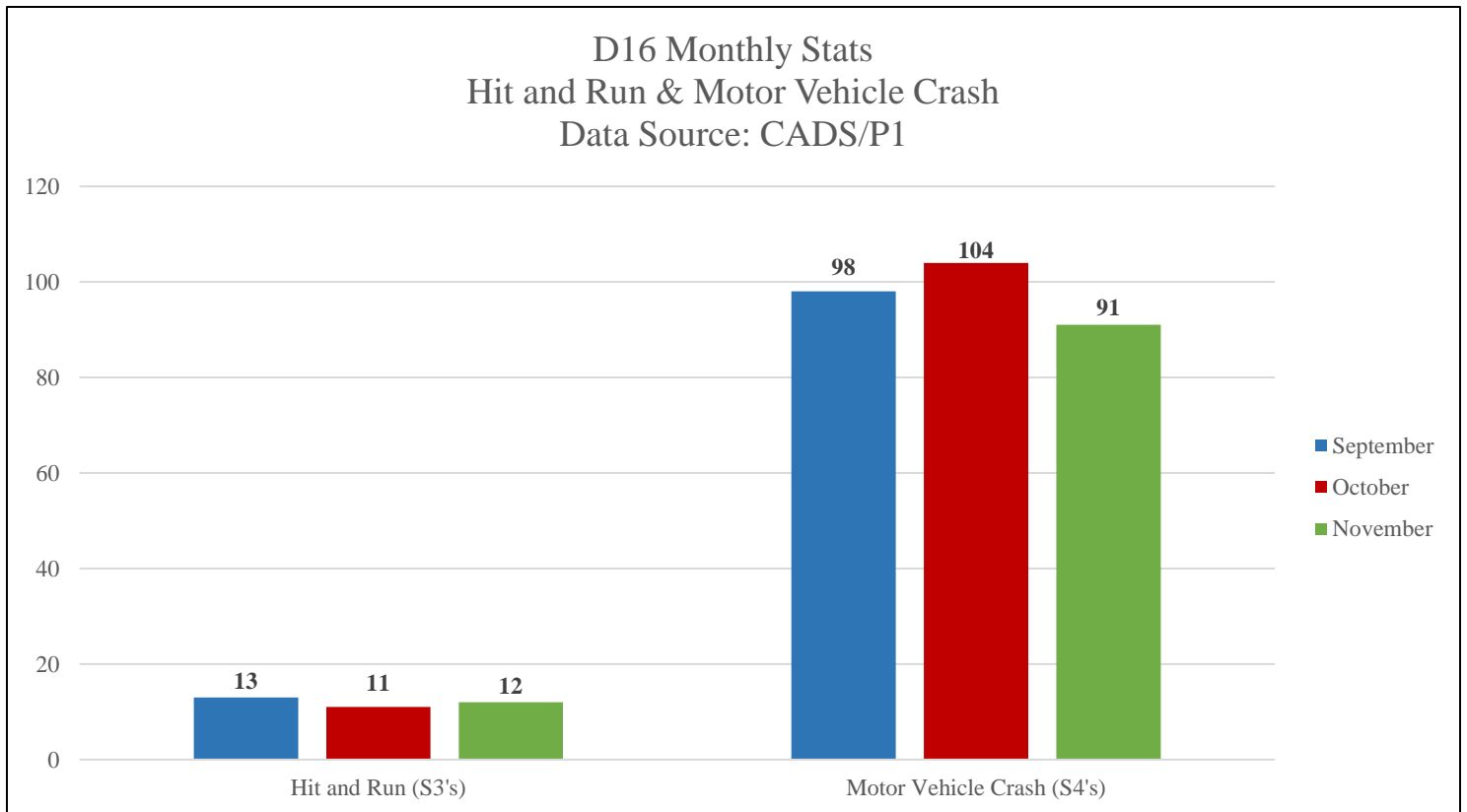
## DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.

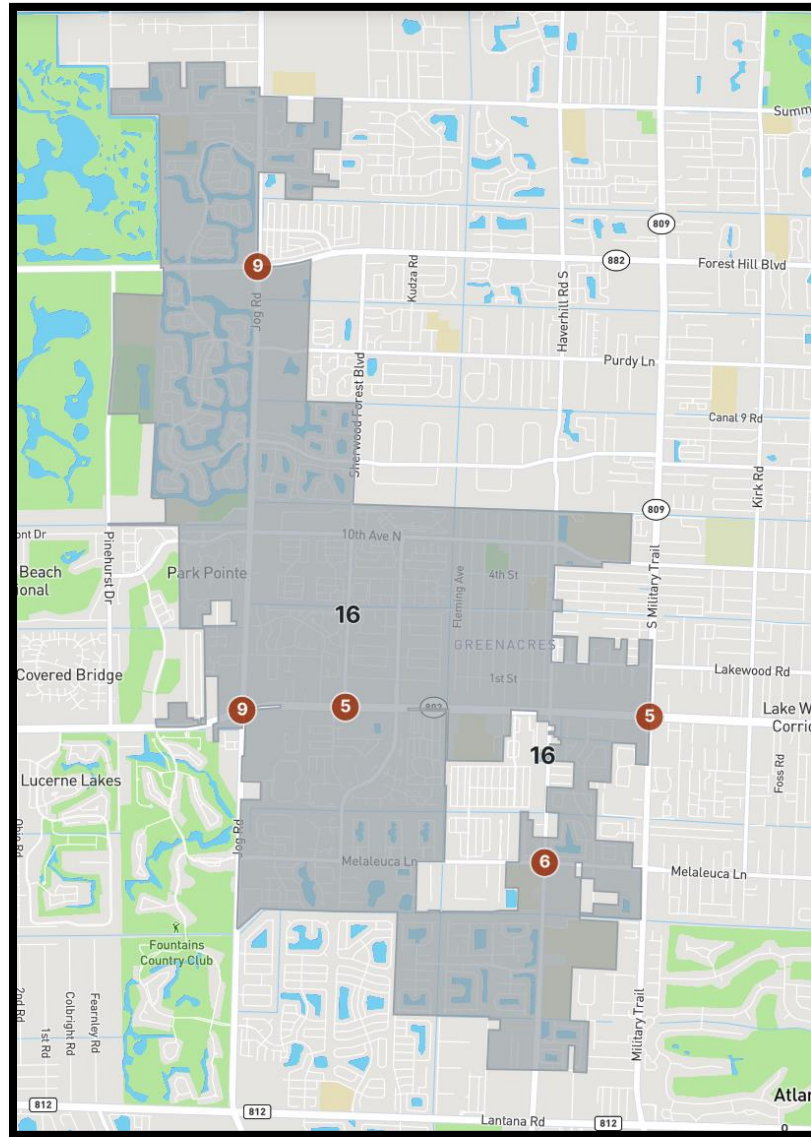


**D16 Monthly Stats**  
Burglaries, Stolen Vehicle, Stolen Vehicle Recovery, Theft & Vandalism  
Data Source: CADS/P1





# TOP ACCIDENT LOCATIONS FOR NOVEMBER 2025 - CASE NUMBER INCIDENTS (S3's, 4's & 5V)



LOCATION	CASE NUMBER COUNT
FOREST HILL BLVD & JOG RD	9
LAKE WORTH RD & JOG RD	9
MELALEUCA LN & HAVERHILL RD	6
LAKE WORTH RD & SHERWOOD FOREST	5
LAKE WORTH RD & MILITARY TRL	5



## Department Report

**MEETING DATE:** January 5, 2026

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

**SUBJECT:** Public Works Department Report

### DEPARTMENT HIGHLIGHTS

Listed below is a summary of the activities undertaken by the Public Works Department during the period of November 1, 2025 through November 30, 2025.

#### 1. ADMINISTRATION:

- CIP updates:
  - Youth Programs Building (CIP-236): Construction is currently 80% complete and is tracking to be turned over for use by the Youth Programs Department by the end of February 2026.
- Staff coordinated with vendors for the design and purchase of the City's Centennial Logos that will be placed on all City vehicles.
- Staff meet with vendor to design a new playground for Youth Programs.

#### 2. ROADS AND DRAINAGE MAINTENANCE

- The walking path on Foxtail Drive, south of Purdy Lane, was milled and resurfaced (approx. 1145LF total).
- The Live Oak trees within the Villa del Trio community were pruned, thinned and reduced (S. 38<sup>th</sup> St, S. 37<sup>th</sup> Ct. and S 37<sup>th</sup> St.)
- Staff installed Holiday Banners throughout the City and made necessary repairs as needed.
- Staff members assisted with the Food Distribution Event.

#### 3. VEHICLE MAINTENANCE

- Staff began removing the vehicle decals for the installation of the new Centennial Logo to be placed on all City Vehicles.
- All staff assisted during the Food Distribution Event with Restoration Bridge.

#### 4. BUILDING SERVICES

- Staff installed Holiday Tree at City Hall.
- Staff installed holiday lights on the landscaping at the Swain Blvd roundabout.

#### 5. PARKS MAINTENANCE

- All staff assisted during the Food Distribution Event.
- Preparations for the Veterans Day Celebration were made at City Hall







## Department Report

**MEETING DATE:** January 5, 2025  
**FROM:** Monica Powery, Director, Purchasing  
**SUBJECT:** Department of Purchasing Activity Report

### DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from November 1 through November 30.

- a. RFQ26-001/CRS Professional Sound System with Stage & Video Wall for City Events – This Request for Quote was issued on October 1, 2025 and opened on October 17, 2025 with four (4) quotes received. City staff evaluated the proposals and recommends award to PK Productions Inc. as the lowest responsive and responsible bidder. City Council approved the awards at the meeting held on November 3, 2025.
- b. 26-003 Parks Court Resurfacing – This bid was advertised on November 11, 2025 and opens on December 11, 2025.
- c. Solicitations In Progress – Public Works Steel Columns Repair and Fire Rescue Station 95 Lounge Renovation.
- d. Training – The Senior Buyer conducted a P-Card and Purchasing Procedures training for two (2) new users.
- e. Participation in FY25 Goods & Services Summit – The Department participated in the School District's FY25 Goods & Services Summit on November 13, 2025, serving as resource contacts during vendor capability pitches and engaging with small businesses to support supplier development and future sourcing opportunities.

### DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2026 YTD
Purchase Orders Issued	41	226
Purchase Order Amounts	\$867,109.51	\$30,876,921.09
Solicitations Issued	1	4
Solicitations in Progress	2	-
Central Store Requests	3	6
Contracts Managed	78	78
Purchasing Card Purchases	322	646
Purchasing Card Transactions	\$54,398.47	\$106,601.43
No. of Training Sessions Conducted	2	2
Towing Revenue	\$ 0.00	\$0.00



## Youth Programs Department Monthly Report

**MEETING DATE:** January 5, 2026

**FROM:** Jowie Mohammed, Director of Youth Programs

**SUBJECT:** November 2025 Department Report

### PROGRAMMING

- Fourteen (14) days of after school provided & three (3) full days of programming from 7:30a.m. - 5:30p.m.

### PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2026 TO DATE
# of Participants	95	95
# of Participants in Sierra Club ICO	12	48
# of Part's in TOP Program	20	20
# of Licenses Coordinated	1	1
# of MOU's Coordinated	0	2
# of Part.'s in Teen Advisory Council (TAC)	8	8
# of Com. Serv. Learning Projects coordinated	1	2
# of After-hour events coordinated	2	2
# of Presidential Volunteer Service Hours	416	6,349

### FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2026 TO DATE
Early Learning Coalition	\$13,704.71	\$9,965.70
Parent & Registration Fees	\$13,478.39	\$14,197.00
Youth Services Department SEL Grant	\$3,199.20	\$3,199.20
Textile Funds	\$00.00	\$00.00



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## C.A.R.E.S REPORT

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- **John D. MacArthur Beach State Park Kayaking- Sierra Club**  
 On 11/08/2025 the CARES Program was able to send 11 youth from Red Team (4<sup>th</sup> & 5<sup>th</sup> grade) to a kayaking trip to John D. MacArthur State Park. The youth had a beautiful sunny day where the wildlife was very active. Some of the activities youth participated in was going through the nature center, kayaking, beach walk, and the board walk. To top it off they had some hot dogs, hamburgers, and smores that were made on the BBQ pit.
- **Youth Programs- Family Thanksgiving Event**  
 On 11/21/2025 Youth Programs was able to host a Thanksgiving event for its families where families received a catered meal, participated in fun activities, and were able to interact with other families. This was the 1<sup>st</sup> year Youth Programs hosted this event, and it was a huge success. Families were able socialize and meet the counselors, other parents and other youth that are part of the program. Thank you to Florida Blue for sponsoring the event and to Benjamin Dexter who came up with the idea and made it happen.
- **Elison Assisted Living Facility- Bingo Event**  
 On 11/26/2025 the CARES Program; Red Team was able to host a bingo event at Elison Assisted Living Facility where we hosted multiple games of bingo for the older adults and provided food, drinks and various prizes. The older adults love seeing the kids and having them do stuff with them, so we are excited that the kids love going there.

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## TEEN PROGRAMS REPORT

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- **NAMI Mental Health Awareness Walk**  
 On November 1<sup>st</sup>, teens actively participated in the NAMI Walks event to support mental health awareness within our community. During the walk, the teens demonstrated strong leadership and teamwork as they engaged with participants, handed out resources, and represented the City of Greenacres with professionalism.
- **Fire Rescue Community Event – Volunteer Food Service**  
 On November 14<sup>th</sup>, our teens volunteered at the Fire Rescue Promotion dinner, where they took on the responsibility of serving food to attendees, firefighters, and families. They worked collaboratively to organize food stations, maintain cleanliness, and ensure smooth service throughout the event. This experience strengthened their communication, customer service, and time-management skills while giving them an opportunity to interact directly with first responders. The Fire Rescue team extended their appreciation for the teens' positive attitudes, professionalism, and willingness to help.
- **Future Leaders' Friendsgiving Event**  
 The Teen Program hosted and participated in the Future Leaders Friendsgiving celebration. During the event, they engaged in team-building games and built stronger peer connections. Many teens expressed appreciation for having a safe, welcoming space to bond, reflect on their accomplishments, and celebrate the holiday season. The event successfully strengthened relationships among program participants and supported the program's goals of leadership, community building, and social-emotional growth.