



# CITY COUNCIL MEETING

## City of Greenacres, Florida

Monday, December 04, 2023 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

### AGENDA

#### Mayor and City Council

Joel Flores, Mayor

Peter A. Noble, Deputy Mayor

John Tharp, Councilmember, District I

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

#### Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

#### CALL TO ORDER AND ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### AGENDA APPROVAL

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

#### SPECIAL BUSINESS

1. **Proclamation:** World AIDS Day - December 1, 2023. - Richardo Jackson, CEO, Campbell Health Solutions, Inc.
2. **Presentation:** 2023 City Photo Contest Winners. - Austin Lee, Director of Communications.

#### CONSENT AGENDA

3. **Official Council Minutes:** City Council Workshop Meeting, November 2, 2023, and City Council Meeting, November 6, 2023. - Quintella L. Moorer, City Clerk.
4. **Resolution 2023-39:** Approving the professional service agreement between the City of Greenacres and BankUnited, N.A. to provide annual banking services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
5. **Resolution 2023-57:** Approving the settlement agreement with Pickwick Mobile Home Park, LLC., authorizing the City Manager to execute the settlement agreement and release and for other purposes; providing for conflicts and an effective date. - Tanya Earley, City Attorney.

#### REGULAR AGENDA

6. **PUBLIC HEARING: Ordinance 2023-16: Second Reading:** Amending Chapter 4, entitled Building and Building Regulations, of the City of Greenacres Code, to adopt and

incorporate the Florida Building Code 8th Edition, together with all amendments thereto, as recommended by the Building Code Advisory Board of Palm Beach County, Florida and as conformed to the City's operational standards; providing for repeal of conflicting ordinances; providing for severability providing for inclusion in Code; and providing for an effective date. - Michael Jerrahian, Building Official.

- 7. PUBLIC HEARING: Ordinance 2023-17: Second Reading:** Amending Chapter 9 "Miscellaneous Offenses," by deleting the title of Article III, "Landlord/Tenant Notice Requirements," and by repealing Section 9-30 "Required Fair Written Notice of Termination of Monthly Residential Tenancy Without Specific Duration" and Section 9-31, "Required Fair Written Notice of Rental Payment Increases for Residential Tenancies," due to preemption by the State of Florida; providing for severability, conflicts, codification, and an effective date, and for other purposes. - Tanya Earley, City Attorney.
- 8. PUBLIC HEARING: Ordinance: 2023-13: First Reading:** Amending all of the Comprehensive Plan Elements and Map Series of the City's Comprehensive Plan to implement the recommendations of the 2023 Evaluation and Appraisal Review; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce; providing for inclusion in the comprehensive plan; and providing for an effective date. - Denise Malone, Development and Neighborhood Services Director.
- 9. Ordinance 2023-15: First Reading:** Amending Chapter 5 of the City of Greenacres Code of Ordinances entitled, " Fire Prevention and Protection." Section 5-3 entitled "Adoption of the Fire Prevention Code." to adopt the Florida Fire Prevention Code 8th Edition, together with the local amendment thereto as set forth in Exhibit "A" and as conformed to the City's operation standards; providing for repeal of conflicting ordinances, severability, inclusion in Code, and an effective date. - Brian Fuller, Fire Rescue Fire Chief.
- 10. Ordinance 2023-19: First Reading:** Amending the City of Greenacres' Budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective. - Teri Lea Beiriger, Director of Finance and Todd Taylor, Budget Manager.
- 11. Ordinance 2023-20: First Reading:** Approving the lease of City-owned property with the Florida Department of Health; providing for a repeal of conflicting ordinances, severability and an effective date. - Andrea McCue, City Manager.
- 12. Appointment of Education Advisory Committee Member:** (Patty Persichilli) - Andrea McCue, City Manager.

## DISCUSSION ITEM

13. Form 6 - Full Disclosure of Financial Interest - Judith Dugo, Councilmember. (*Tabled from the 11/6/23, Council Meeting*).

## COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

### CITY MANAGER'S REPORT

### CITY ATTORNEY'S REPORT

### MAYOR AND CITY COUNCIL REPORT

### ADJOURNMENT

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**Upcoming Council Meetings**

December 18, 2023.

January 8, 2024.

**Meeting Records Request**

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

**Notice of Council Meetings and Agendas**

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

**Americans with Disabilities Act**

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



## ITEM SUMMARY

**MEETING DATE:** December 4, 2023  
**FROM:** Austin Lee, Director, Communications & Public Affairs  
**SUBJECT:** 2023 City Photo Contest Winners

### BACKGROUND

The City’s annual Photo Contest began in 2018 and each year it grows and produces more photos taken within our great city! This year, we received 48 submittals, with 14 of those meeting qualifications and being viable for judging with the ability to be enlarged.

Thank you to this year’s selection committee, representing 11 City Departments:  
Kathleen Schlosbon – City Clerk’s Office  
Cynthia Mederos – Human Resources  
Pavielle Clemons – Finance  
Anthony Adams – Community & Recreation Services  
Kristal Boivin – Fire Rescue  
Sasha Burrell – Purchasing  
Michael Jerrahian – Development & Neighborhood Services  
Aileen Hernandez – Public Works  
Elsa Martinez – Youth Programs  
Griselle ‘Gigi’ Chazu – Economic Development  
Kress Estime – Information Technology

I would like to thank and acknowledge Loris Baez, Multimedia Communications Specialist from the Communications Dept. for her time and expertise in coordinating this annual program!

A very special thank you to Blanca Mackrey, owner of the State Farm office located on Lake Worth Road, who generously sponsored the gift cards awarded tonight and served as a guest judge! Thank you so much for your continued community support and involvement in this program!

Tonight, we recognize the 3 top winners:  
1st Place – \$150 to Marge Dunigan (Peeping Iguana)  
2nd Place – \$125 to Anthony Vega (Laid Back View)  
3rd Place – \$100 to Nestor Arrieta (Eyewide)



# CITY COUNCIL WORKSHOP MEETING

## City of Greenacres, Florida

Thursday, November 02, 2023, at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

### MINUTES

#### Mayor and City Council

Joel Flores, Mayor

Peter A. Noble, Deputy Mayor

John Tharp, Councilmember, District I

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

#### Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Quintella Moorer, City Clerk

#### CALL TO ORDER AND ROLL CALL

Mayor Flores called the meeting to order at six o'clock p.m. and City Clerk Moorer called the roll.

Deputy Mayor Noble and Councilmember Dugo were absent.

#### PLEDGE OF ALLEGIANCE

#### AGENDA APPROVAL

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

Voting Yea: Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

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

None.

#### REGULAR AGENDA

1. Comprehensive Plan EAR Review. - Denise Malone, Director of Development and Neighborhood Services.

Ms. Malone stated the purpose of the workshop was to review the Comp's Plan goals, objectives and policies. She mentioned the formal submittal to the State was planned for January 2024.

Ms. Malone stated she would review all elements in the Comp Plan. Some elements were highlighted by the Council for clarification and/or modifications.

During the review of the Future Land Use element and discussion of density designations Mayor Flores requested a high-density comparison of neighboring cities be provided for reference of density designations.

Councilmember Diaz thanked Staff for the work with the Comp Plan, she suggested language clarification and some edits to the plan format.

The Transportation element was received, and Councilmember Tharp thanked Staff for their hard work. Councilmember Diaz and Tharp praised the revisions to Section 1.3.9 related to traffic signals and Mayor Flores suggested increasing communication with various groups that contributed to the implementation of better streets.

Mayor Flores and Councilmember Diaz stated they really liked the updates to the Conservation element especially certain inclusions such as the Tree City USA designations.

Councilmember Diaz suggested focusing on the students means of travel to and from school in the Intergovernmental Coordination element.

Mayor Flores suggested adding a grant program like the home improvement program that would provide support for residents regarding food and mental health assistance as it relates to the Healthy Communities element.

During the Economic Development element, it was mentioned the City's current Strategic Plan that was drafted some years back would be updated.

Ms. Malone concluded the review and explained the supporting and map documents were stored separately. She said the formal and final documents will return in December.

Mayor Flores suggested a training tool for future Councilmembers. He stated he liked the work that was submitted and would like to see the requested mapping and bonus options.

Councilmember Bousquet thanked the Staff for their hard work.

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

None.

**CITY MANAGER'S REPORT**

None.

**MAYOR AND CITY COUNCIL REPORT**

None.

**ADJOURNMENT**

7:42PM

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**Joel Flores**  
Mayor

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**Quintella Moorer, CMC**  
City Clerk

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



# CITY COUNCIL MEETING

## City of Greenacres, Florida

Monday, November 06, 2023 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

### MINUTES

#### Mayor and City Council

Joel Flores, Mayor

Peter A. Noble, Deputy Mayor

John Tharp, Councilmember, District I

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

#### Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Quintella Moorer, City Clerk

#### CALL TO ORDER AND ROLL CALL

Deputy Mayor Noble called the meeting to order at six o'clock in the evening. City Clerk Moorer called the roll. Mayor Flores was absent.

#### PLEDGE OF ALLEGIANCE

#### AGENDA APPROVAL

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

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

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

None.

#### SPECIAL BUSINESS

- 1. Proclamation:** National Hunger and Homelessness Awareness Week - November 11-18, 2023. - Ruth Mageria and Brian Rowe of CROS Ministries and Graig Carlson of WAWA.

Ms. Moorer read the proclamation by title.

Photos were taken.

Ms. Mageria thanked the City for their recognition and she spoke about the progress and some of the work her organization had achieved.

- 2. Proclamation:** Small Business Saturday - November 25, 2023. - Elite Media Marketing, Nissan Greenacres, Sweet Dulce Bakery, Talented Teen Club and Theo & Charles Learning LLC.

Ms. Moorer read the proclamation by title.

Photos were taken.

Ms. Shawn Ho-Hing King of Talented Teen Club thanked the City for the recognition and spoke about some of the needs and challenges faced by the teens.

Ms. Pamela Jo-Wilson of Theo and Charles Learning, LLC. thanked the City for the recognition and spoke about how the company got started with her sons. She also mentioned types of services provided at the center.

## CONSENT AGENDA

- 3. Official Council Minutes:** City Council Meeting, October 16, 2023. - Quintella L. Moorer City Clerk.
- 4. Resolution 2023-54:** Approving an Interlocal Agreement for Code Compliance Services with the City of Atlantis. - Andrea McCue, City Manager.
- 5. Resolution 2023-55:** Approving a maintenance service agreement for landscape maintenance services of canals and medians, authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

Motion made by Councilmember Diaz, Seconded by Councilmember Bousquet to approve the Consent Agenda.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

## REGULAR AGENDA

- 6. PUBLIC HEARING: Ordinance 2023-10: Second Reading:** Amending Chapter 16, Article 1, in General, Section 16-1, definitions; Article 3, District Regulations, Division 8, Office, Professional and Institutional (OPI), Section 16-425; Division 9, Commercial Neighborhood (CN), Section 16-450; Division 10, Commercial General (CG), Section 16-475; Division 11, Commercial Intensive (CI), Section 16-500; Division 14, Mixed Development (MXD), Section 16-546; Division 15, Mixed Use Development - Office (MXD-O), Section 16-562; and Division 16, Mixed Use Development - Original Section (MXD-OS), Section 16-577; creating Chapter 9, Miscellaneous Offenses, Division 1, Section 9-10; prohibiting the dispensing of medical marijuana within the City; providing that each and every other section and subsection of Chapter 16, Zoning Regulations, shall remain in full force and effect as previously adopted; providing for nonconforming uses; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in Code; and providing for an effective date. - Tanya Earley, City Attorney.

Ms. Moorer read the ordinance by title.

Ms. Earley answered a few clarification questions regarding the ordinance.

Mr. Nathan Galang, a Catalina resident stated he was against the ordinance as it was preemptive and unnecessary.

The Council received more clarification from City Attorney Earley.



Motion made by Councilmember Dugo, Seconded by Councilmember Bousquet to approve Ordinance 2023-10 on Second Reading.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

- 7. PUBLIC HEARING: Ordinance 2023-14: Second Reading:** Amending Chapter 16, Zoning Regulations, Article 1, in General, Section 16-1, definitions, by amending certain definitions and adding definitions related to adult arcades; prohibiting simulated gambling devices and adult arcades and providing for nonconforming uses; creating Chapter 9, miscellaneous offenses, Division 1, Section 9-11; providing that each and every other Section and subsection of Chapter 16, Zoning Regulations, shall remain in full force and effect as previously adopted; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Tanya Earley, City Attorney.

Ms. Moorer read the proclamation by title.

Ms. Earley highlighted the proposed ordinance.

No changes were made since the First Reading.

Motion made by Councilmember Dugo, Seconded by Councilmember Bousquet to approve Ordinance 2023-14 on Second Reading. Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

- 8. Resolution 2023-27:** Approving the agreement between the City of Greenacres and CareATC; and authorizing the appropriate City Officials to effectuate the terms of the agreement. - Suzanne Skidmore, Director of Human Resources/Risk Management.

Ms. Moorer read the resolution by title.

Ms. Skidmore introduced the CareATC representatives. He spoke about the benefits of the clinic, such as multi-use facilities, full prescription fills and after-hour site visits. He also mentioned the cost was covered by the savings recouped from last year's health care premium.

Motion made by Councilmember Tharp, Seconded by Councilmember Diaz to approve Resolution 2023-27.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

- 9. Resolution 2023-41:** Repealing Resolution 2021-40 and establishing a Fire Prevention Schedule of Fees for services and functions performed pursuant to Chapter 5 Fire Prevention and Protection of the City of Greenacres Code of Ordinances; and providing for conflicts and an effective date. - Brian Fuller, Fire Chief, Fire Rescue.

Ms. Moorer read the resolution by title.

Ms. McCue stated the need to increase the fee schedule and mentioned she expected a ten-thousand-dollar revenue increase.

Staff recommended approval.

Motion made by Councilmember Dugo, Seconded by Councilmember Tharp to approve Resolution 2023-41.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

**10. Ordinance 2023-16: First Reading:** Amending Chapter 4, entitled Building and Building Regulations, of the City of Greenacres Code, to adopt and incorporate the Florida Building Code 8th Edition, together with all amendments thereto, as recommended by the Building Code Advisory Board of Palm Beach County, Florida and as conformed to the City's operational standards; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in Code; and providing for an effective date. - Michael Jerrahian, Building Official.

Ms. Moorer read the ordinance by title.

Mr. Jerrahian presented various changes to the Building Code 8th Edition which included duties and powers, processes, operations and responsibilities.

Staff recommended approval.

Motion made by Councilmember Dugo, Seconded by Councilmember Bousquet to approve Ordinance 2023-16 on First Reading.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

**11. Ordinance 2023-17: First Reading:** Amending Chapter 9 "Miscellaneous Offenses," by deleting the title of Article III, "Landlord/Tenant Notice Requirements," and by repealing Section 9-30 "Required Fair Written Notice of Termination of Monthly Residential Tenancy Without Specific Duration" and Section 9-31, "Required Fair Written Notice of Rental Payment Increases for Residential Tenancies," due to preemption by the State of Florida; providing for severability, conflicts, codification, and an effective date, and for other purposes. - Tanya Earley, City Attorney.

Ms. Moorer read the ordinance by title.

Ms. Earley explained the proposed ordinance and the need to change the ordinance was to protect the City due to regulations.

Mr. Nathan Galang stated he was against the ordinance as he felt the City should create better ways to assist and protect resident renters.

Staff recommended approval.

Councilmember Diaz confirmed that approval of the ordinance was needed to avoid a lawsuit. Ms. Earley confirmed.

Motion made by Councilmember Tharp, Seconded by Councilmember Diaz to approve Ordinance 2023-17 on First Reading.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

**12. Appointment of Education Advisory Committee Member.** (Ann Cadaret) - Andrea McCue, City Manager.

Ms. McCue recommended appointing Ms. Cadaret.

The Council agreed on the appointment.

Motion made by Councilmember Bousquet, Seconded by Councilmember Diaz to approve appointment.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

## DISCUSSION ITEM

13. Council Representative to the 100th Anniversary Committee. - Andrea McCue, City Manager.

The Council appointed Councilmember Dugo as the Council liaison for the City's 100th celebration.

14. Form 6 - Full Disclosure of Financial Interest. - Judith Dugo, Councilmember.

Councilmember Dugo suggested the Council draft a resolution opposing the Form 6 requirements similar to the Town of Briny Breezes resolution. She felt Form 6 was very invasive. After discussion from the Council the discussion was tabled until the next meeting. Ms. McCue stated she would follow up with the City's lobbyist to get more insight and return at the next meeting with a recommendation.

Motion made by Councilmember Bousquet, Seconded by Councilmember Dugo to table the discussion.

Voting Yea: Councilmember Tharp, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

## COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Mr. Charles Shaw stated that the Form 6 requirement was an uphill battle and other elected officials on the County level file the form. He also stated the CareATC health benefit was a great bonus to the employees.

Mr. Nathan Galang questioned why residents were required to state their name and address for public comment.

Mr. Fule Dogic questioned the transportation data from the last meeting. He mentioned his concerns regarding housing cost increase; a 5–10-year transportation plan was ideal versus a 25 year plan; long range transportation planning and safer traffic routes.

## CITY MANAGER'S REPORT

Ms. McCue reminded the Council about the upcoming Let's Talk conversation and the City would be closed on November 10 to observe Veterans Day.

## CITY ATTORNEY'S REPORT

None.

## MAYOR AND CITY COUNCIL REPORT

*Deputy Mayor Noble:* stated the tax bill was out and he felt the highest amount was from the School Board.

*Councilmember Tharp:* complimented the City's Trunk or Treat and National Night Out event. He also thanked PBSO for keeping the City safe as it relates to traffic, and he thanked Staff for a great Comp Plan report.

*Councilmember Dugo:* complimented the Staff regarding the health benefit and the Comp Plan report.

*Councilmember Diaz:* thanked Mr. Jerrahian on such a wonderful report, Captain Moore and Deputy Castel for a great time at National Night Out and Trunk or Treat. She thanked CRS for Read for the Record.

**ADJOURNMENT**

7:27PM.

\_\_\_\_\_  
**Joel Flores**  
Mayor

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

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



**ITEM SUMMARY**

**MEETING DATE:** December 4, 2023  
**FROM:** Monica Powery, Director, Purchasing  
**SUBJECT:** Award of RFP No. 23-010 Banking Services

**BACKGROUND**

The City of Greenacres desires to hire an experienced and qualified Banking Institute to provide various Banking Services to the City including treasury management, depository services, check, ACH, wire payments, and payroll services. The Request for Proposal (RFP) was advertised by the City’s Purchasing Department on June 18, 2023.

**ANALYSIS**

The proposals were opened on August 3, 2023, resulting in responses from two proposers. The accompanying tabulation sheet summarized the responses received. The proposal from TD Bank was determined to be non-responsive due to the omission of several items from their proposal packet including Proposal Qualifications, References, Scrutinized Companies, Non-Collusive and E-Verify Acknowledgement.

BankUnited, N.A. has been the provider of Banking Services to the City of Greenacres since December 2014. Given that only other proposal received was from our incumbent provider, a selection committee was deemed unnecessary. Instead, the Purchasing Department forwarded the proposal to the Finance Director and Accountant for a comprehensive review. Legal counsel was consulted and confirmed that proceeding with the award to BankUnited, N.A. was permissible, as they stood as the sole responsive and responsible proposer.

**FINANCIAL INFORMATION**

The top ranked institutions offer competitive services and rates.

**LEGAL**

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

**STAFF RECOMMENDATION**

Approval of Resolution No. 2023-39 authorizing the execution of an initial five (5) year term, along with the provision for two (2) additional two-year renewals, subject to mutual agreement by both parties. Consequently, this agreement structure has the potential to extend to a total term of nine (9) years.

**RESOLUTION NO. 2023-39**

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

**WHEREAS**, The City is in need of a qualified firm to provide banking services; and

**WHEREAS**, The Purchasing Department (the "Department") issued Request for Proposal No. 23-010 (the "RFP") Banking Services to provide various banking services including treasury management, depository services, check, ACH, wire payments, and payroll services; and

**WHEREAS**, the RFP was advertised in the legal notices section of the Palm Beach Post on June 18, 2023, and a notice was also sent to one hundred forty-five (145) prospective proposers via DemandStar; and

**WHEREAS**, on August 3, 2023 at 3:00 p.m. EST, the RFP closed and the Purchasing Department received two (2) responses which were reviewed by staff to ensure the responses met the RFP requirements. One proposal received was determined to be non-responsive; and

**WHEREAS**, pursuant to the RFP competitive selection process City Staff desires to select the BankUnited, N.A. and recommends that the City Council approve award of the RFP to BankUnited, N.A. and authorize the execution of the agreement. (the "Agreement");

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents 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 authorizes the Award for Banking Services to BankUnited, N.A.

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

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

**RESOLVED AND ADOPTED this 4 of day of December 2023**

\_\_\_\_\_  
**Joel Flores**, Mayor

**Attest:**

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

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

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

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

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

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

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

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



## **CONTRACTOR AGREEMENT Banking Services**

**THIS CONTRACTOR AGREEMENT** (“Agreement”) is made this 4<sup>th</sup> day of December 2023, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the “CITY”, and **BankUnited, N.A.**, a corporation authorized to do business in the State of Florida, herein referred to as the “CONTRACTOR”.

### **RECITALS**

WHEREAS, the CITY issued Request for Proposal # 23-010 for Banking Services for the City (“RFP” hereafter);

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

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

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

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

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

#### **1. Term**

1.1 The term of this Agreement shall be for five (5) years beginning on December 14, 2023. In accordance with the RFP, at the end of the five (5) year period, this Agreement may be extended for up to two (2) additional two (2) year terms upon mutual written consent of the parties. Pricing may be adjusted upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

#### **2. Scope of Work**

2.1 CONTRACTOR agrees to conduct banking services for the CITY as set forth in the RFP and CONTRACTOR’S proposal response dated August 3, 2023, which RFP and CONTRACTOR’S proposal are incorporated herein by reference.

2.2 CONTRACTOR’S services hereunder shall be governed by the following documents, which comprises the Agreement in its entirety:

- A. This instant Agreement between the City of Greenacres and BankUnited, N.A. for Banking Services;
- B. City of Greenacres’ RFP No. 23-010 (Exhibit “A”)
- C. BankUnited’s response to the City of Greenacres’ RFP No. 23-010 dated August 3, 2023; (Exhibit “B”)
- D. Schedule of Agreed Upon Banking Fees dated December 4; (Exhibit “C”)

E. BankUnited Electronic Instructions Disclosure Statement and Agreement, (Exhibit "D").

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

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

**3. INDEPENDENT CONTRACTOR AND USE OF AGENTS OR ASSISTANTS**

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

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

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

**4. PROJECT MANAGEMENT**

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

**5. EQUIPMENT**

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

**6. FEE AND ORDERING MECHANISM**

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

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

**7. MAXIMUM COSTS**

7.1 Unless authorized by this Agreement, the CONTRACTOR expressly acknowledges and agrees that it shall not be entitled to any additional costs without prior written approval from CITY.

**8. BILLING**

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

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

**9. AUDIT BY CITY**

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

**10. COPIES OF DATA/DOCUMENTS**

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

**11. OWNERSHIP**

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

**12. WRITTEN AUTHORIZATION REQUIRED**

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

**13. DEFAULTS, TERMINATION OF AGREEMENT**

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to

satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

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

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

#### **14. INSURANCE**

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

Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).

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

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

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

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

- Owned vehicles.

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

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

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

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

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

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

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

## **15. WAIVER OF BREACH**

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

## **16. INDEMNITY**

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed). In no event will CONTRACTOR be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to CONTRACTOR, and regardless of the form of the claim or action or the legal theory on which it is based.

16.2 The CONTRACTOR'S obligation to indemnify, defend, and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement. No claim may be made by

the CITY under the CONTRACTOR’s obligation to indemnify, defend, and hold harmless unless said claim is brought within two (2) years after the termination or expiration of this Agreement.

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

**17. ENTIRE AGREEMENT**

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

**18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. Neither Party shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY’S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

**19. SUCCESSORS AND ASSIGNS**

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

**20. WAIVER OF TRAIL BY JURY**

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

**21. GOVERNING LAW**

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

**22. TIME IS OF THE ESSENCE**

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

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

**23. NOTICES**

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

FOR CITY:

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

FOR CONTRACTOR:

EMSLEY HYLTON  
BANKUNITED, N.A.  
7765 NW 148<sup>TH</sup> STREET  
MIAMI LAKES, FL 33016

**24. SEVERABILITY**

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

**25. FORCES OF NATURE**

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

**26. COUNTERPARTS**

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

**27. PUBLIC ENTITY CRIMES**

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

**28. PREPARATION**

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

## **29. PALM BEACH COUNTY IG**

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

## **30. SCRUTINIZED COMPANIES**

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

## **31. E-VERIFY**

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

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

## **32. PUBLIC RECORDS**

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

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY'S custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.



C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.

D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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

**34. EQUAL OPPORTUNITY EMPLOYMENT**

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

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

CITY OF GREENACRES, FLORIDA

By: \_\_\_\_\_  
Joel Flores, Mayor

ATTEST:

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

Approved as to form and legal sufficiency:

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

CONTRACTOR:

By: Emsley Hylton

[Corporate Seal]

Print Name: Emsley E Hylton

Title: SVP; Director of Government Banking

STATE OF Florida )  
COUNTY OF Lake )

The foregoing instrument was acknowledged before me this 10 day of November, 2023, by Emsley Hylton who was physically present, as SVP Director of Government (title), of Banking United (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL DL as identification.

Notary Public

Sharon Sullivan  
Print Name: SHARON SULLIVAN

My commission expires: Nov 20, 2026





Account Analysis Worksheet

**City of Greenacres 2022 Annual Figures with Proposed Pricing.**

*This worksheet is for demonstration purposes only, all calculations are estimates based on what you have provided to us (I.e. recent consecutive bank statements).  
Our current earnings credit rate and pricing is subject to change.*

Average Daily Book Balance	\$ 926,813.63
Average Daily Customer Collected Balance	\$ 917,423.92
Reserve Requirement	(\$91,742.39)
Net Collected Balance	<b>\$825,681.53</b>
Earnings Credit	\$2,244.04
Interest Paid	-
Net Earnings Credit	<b>\$2,244.04</b>
Analyzed Services	(\$12,988.84)
(Analysis Charge)/Excess Earnings Credit	<b>(\$10,744.80)</b>

Earnings Credit	Reserve Requirement	Borrowed Funds Book/Collected
<b>3.200%</b>	10.00%	6.25%

Description of Services Rendered	Unit Price	Units Used	Total Price	Balance Equivalent
DDA Account Maintenance	\$ 5.00	48	\$240.00	\$98,118
Deposit Administration Fee (per \$1000)	\$ -	0	\$0.00	\$0
Negative Collected Balance Charge	6.25%	0	\$0.00	\$0
Deposits	\$ 0.25	68	\$17.00	\$6,950
Items Deposited	\$ 0.06	1,488	\$89.28	\$36,500
Checks Paid	\$ 0.06	1,696	\$101.76	\$41,602
ACH Debits/Credits	\$ 0.06	3,799	\$227.94	\$93,188
Night Drop per bag	\$ -	0	\$0.00	\$0
Deposited Items Returned	\$ 10.00	37	\$370.00	\$151,266
Deposited Items Recleared	\$ 5.00	14	\$70.00	\$28,618
Deposit Returned Special Handling	\$ 4.00	0	\$0.00	\$0
Deposit Correction	\$ 5.00	2	\$10.00	\$4,088
Stop Payments Processed	\$ 5.00	11	\$55.00	\$22,485
Insufficient Funds (returned & paid)	\$ 35.00	0	\$0.00	\$0
Uncollected Funds (returned & paid)	\$ 35.00	0	\$0.00	\$0
BR Cash Processing (per 1,000)	\$ 0.25	77	\$19.25	\$7,870
Wire Transfer - Branch Initiated - Domestic	\$ 25.00	0	\$0.00	\$0
Wire Transfer - Branch Initiated - International	\$ 45.00	0	\$0.00	\$0
Wire Transfer - Foreign Currency	\$ 45.00	0	\$0.00	\$0
Wire Transfer - Incoming Domestic	\$ 5.00	3	\$15.00	\$6,132
Wire Transfer - Incoming International	\$ 25.00	0	\$0.00	\$0
Wire Transfer - Email Notification	\$ 1.00	10	\$10.00	\$4,088
Wire Transfer - Fax Notification	\$ 15.00	0	\$0.00	\$0
Collection Item - Domestic	\$ 15.00	0	\$0.00	\$0
Collection Item - Foreign Clean	\$ 50.00	0	\$0.00	\$0
Collection Item - Tracers	\$ 25.00	0	\$0.00	\$0
Collection Item - Return Items	\$ 25.00	0	\$0.00	\$0
Account Verification (VOD)	\$ 20.00	3	\$60.00	\$24,530
<b>Online Treasury Management</b>				
OTM Implementation	\$ -	0	\$0.00	\$0
Account Management Portal	\$ 225.00	0	\$0.00	\$0
OTM Monthly	\$ 25.00	12	\$300.00	\$122,648
OTM Account Access Monthly	\$ -	0	\$0.00	\$0
Storage (per item)	\$ 0.03	6,357	\$190.71	\$77,967
Internal Transfer	\$ -	0	\$0.00	\$0
Wire Transfer - Module Monthly	\$ 20.00	12	\$240.00	\$98,118
Wire Transfer - Template Fee	\$ 0.40	30	\$12.00	\$4,906
Wire Transfer - Online Outgoing Domestic	\$ 5.00	7	\$35.00	\$14,309
Wire Transfer - Online Outgoing International	\$ 25.00	0	\$0.00	\$0
Future Dated Wire Cancellation	\$ 25.00	0	\$0.00	\$0
Stop Payments Processed	\$ 30.00	0	\$0.00	\$0
Cash Concentration Module	\$ 40.00	0	\$0.00	\$0
Book Transfer Import Module (monthly)	\$ 50.00	0	\$0.00	\$0



## Account Analysis Worksheet

## City of Greenacres 2022 Annual Figures with Proposed Pricing.

This worksheet is for demonstration purposes only, all calculations are estimates based on what you have provided to us (I.e. recent consecutive bank statements).  
Our current earnings credit rate and pricing is subject to change.

Intraday Detail Reporter (monthly)	\$ 50.00	0	\$0.00	\$0
Direct Connect (monthly)	\$ 25.00	0	\$0.00	\$0
Bill Pay	\$ 15.00	0	\$0.00	\$0
<b>Remote Deposit Capture</b>				
RDC monthly	\$ 20.00	12	\$240.00	\$98,118
Monthly	\$ 25.00	12	\$300.00	\$122,648
Image Deposit	\$ 0.06	558	\$33.48	\$13,688
Per Item	\$ 0.08	13,107	\$1,048.56	\$428,679
RDC Reject Item	\$ 1.00	3	\$3.00	\$1,226
Image Cash Letter Monthly	\$ 100.00	0	\$0.00	\$0
Image Cash Letter per Item	\$ 0.05	0	\$0.00	\$0
<b>ACH</b>				
ACH Monthly	\$ 15.00	36	\$540.00	\$220,766
Same Day ACH Monthly (additional)	\$ 10.00	0	\$0.00	\$0
ACH Batch/Pass-Thru File Transmission (per file)	\$ 2.00	150	\$300.00	\$122,648
ACH Per Item	\$ 0.06	5,580	\$334.80	\$136,875
Same Day ACH per Item	\$ 1.50	0	\$0.00	\$0
ACH Returns	\$ 0.60	1	\$0.60	\$245
NACHA Unauthorized Returns (per item)	\$ 5.00	0	\$0.00	\$0
ACH NOC Correction (per item)	\$ 3.00	0	\$0.00	\$0
ACH Notification of Change	\$ 1.00	0	\$0.00	\$0
ACH Encrypted Email Notification	\$ 1.00	0	\$0.00	\$0
ACH Stop Payment	\$ 30.00	0	\$0.00	\$0
ACH Special Handling (per event)	\$ 30.00	0	\$0.00	\$0
ACH Batch Delete/Reversal (per event)	\$ 30.00	0	\$0.00	\$0
ACH File Delete/Reversal (per event)	\$ 30.00	0	\$0.00	\$0
ACH Item Delete/Reversal (per item)	\$ 5.00	0	\$0.00	\$0
Fed Payments Returns/NOC Reporter (monthly)	\$ 20.00	36	\$720.00	\$294,355
Fed Payments EDI Reporter (monthly)	\$ 20.00	0	\$0.00	\$0
Fed Payments Reporting (per report)	\$ 2.00	0	\$0.00	\$0
<b>ACH Fraud Control</b>				
ACH Alerts Client Setup	\$ 40.00	0	\$0.00	\$0
ACH Alerts Account Setup	\$ 5.00	0	\$0.00	\$0
ACH Alerts Client Monthly	\$ 10.00	12	\$120.00	\$49,059
ACH Alerts Account Monthly	\$ 10.00	24	\$240.00	\$98,118
ACH Alerts E-Mail Message	\$ 1.00	10	\$10.00	\$4,088
ACH Alerts Text Message	\$ 0.10	5	\$0.50	\$204
ACH Alerts Written Statement Completion	\$ 2.00	0	\$0.00	\$0
ACH Alerts Written Statement Retrieval	\$ 10.00	0	\$0.00	\$0
ACH Alerts Add to Approved List (per request)	\$ 1.00	0	\$0.00	\$0
ACH Alerts Add to Blocked List (per request)	\$ 1.00	0	\$0.00	\$0
ACH Alerts User Return (per request)	\$ 1.00	0	\$0.00	\$0
ACH Alerts User Approve (per request)	\$ 1.00	0	\$0.00	\$0
ACH Block (monthly)	\$ 45.00	0	\$0.00	\$0
ACH Fraud Filter (per item)	\$ 5.00	0	\$0.00	\$0
Reconciliation Service Implementation	\$ -	0	\$0.00	\$0
Full Account Reconciliation Monthly	\$ 75.00	0	\$0.00	\$0
Full Acct Recon w/ Positive Pay Monthly	\$ 100.00	0	\$0.00	\$0
Full Acct Recon w/ Payee Positive Pay Monthly	\$ 125.00	0	\$0.00	\$0
Partial Account Reconciliation Monthly	\$ 35.00	0	\$0.00	\$0
Recon Detail Reporting Monthly (per account)	\$ 30.00	0	\$0.00	\$0
Issued Files	\$ -	57	\$0.00	\$0
Recon File Correction (per event)	\$ 50.00	0	\$0.00	\$0
Recon Paid Item	\$ 0.04	0	\$0.00	\$0
Recon Voids (per item)	\$ 0.10	0	\$0.00	\$0
Recon Stop Payments (per item)	\$ 0.10	0	\$0.00	\$0
Payee Positive Pay Implementation	\$ -	0	\$0.00	\$0
Payee Positive Pay Monthly	\$ 40.00	9	\$360.00	\$147,177



## Account Analysis Worksheet

## City of Greenacres 2022 Annual Figures with Proposed Pricing.

This worksheet is for demonstration purposes only, all calculations are estimates based on what you have provided to us (I.e. recent consecutive bank statements).  
Our current earnings credit rate and pricing is subject to change.

Positive Pay Issue File Monthly (per account)	\$ 40.00	1	\$40.00	\$16,353
Positive Pay Exception Item (with pay decision)	\$ 2.00	2	\$4.00	\$1,635
Recon Paid Item	\$ 0.04	1,361	\$54.44	\$22,256
Payee Positive Pay item (checked for match)	\$ 0.05	1,224	\$61.20	\$25,020
Recon Voids (per item)	\$ 0.10	2	\$0.20	\$82
Recon Stop Payments (per item)	\$ 0.10	4	\$0.40	\$164
<b>Zero Balance Account</b>				
Master Account	\$ 5.00	12	\$60.00	\$24,530
Concentration Account	\$ 5.00	0	\$0.00	\$0
Subsidiary Account	\$ 5.00	36	\$180.00	\$73,589
<b>Retail Lockbox</b>				
Lockbox Implementation (one-time)	\$ 225.00	0	\$0.00	\$0
Look Up File Match Implementation (one-time)	\$ 350.00	0	\$0.00	\$0
Lockbox File Programming (one-time)	\$ 300.00	0	\$0.00	\$0
Lockbox Monthly	\$ 175.00	12	\$2,100.00	\$858,535
Shadow Lockbox Monthly	\$ 60.00	0	\$0.00	\$0
Monthly Portal Access	\$ 100.00	0	\$0.00	\$0
Monthly File Transfer Fee	\$ 250.00	0	\$0.00	\$0
Monthly FTP Transmission	\$ 300.00	0	\$0.00	\$0
Monthly Image File PDF	\$ 275.00	0	\$0.00	\$0
Monthly Exception Processing	\$ 150.00	0	\$0.00	\$0
Stop File Maintenance	\$ 60.00	0	\$0.00	\$0
Deposit	\$ 0.60	201	\$120.60	\$49,304
Per Item	\$ 0.70	1,306	\$914.20	\$373,749
Special Handling Check	\$ 0.15	0	\$0.00	\$0
Payee Check	\$ 0.15	0	\$0.00	\$0
Exception Processed by Vendor	\$ 1.15	0	\$0.00	\$0
Exception Processed by Client	\$ 0.75	0	\$0.00	\$0
Look Up File Match (per matched item)	\$ 0.15	0	\$0.00	\$0
Misread Repair per Item	\$ 0.20	0	\$0.00	\$0
Web Repair per Item	\$ 0.70	0	\$0.00	\$0
Multi-Coupon per Check Item	\$ 0.40	0	\$0.00	\$0
Return Item	\$ 1.20	547	\$656.40	\$268,353
Document Image	\$ 0.48	2,449	\$1,175.52	\$480,583
Document Image per page	\$ 0.15	0	\$0.00	\$0
Data Entry per field (w/ Image Remit)	\$ 0.15	0	\$0.00	\$0
Data Entry 1 field (w/ Klik)	\$ 0.15	0	\$0.00	\$0
Package Prep fee	\$ 2.50	0	\$0.00	\$0
Incoming Express Package	\$ 4.00	0	\$0.00	\$0
Long Term Archive	\$ 0.10	0	\$0.00	\$0
CD Rom	\$ 250.00	0	\$0.00	\$0
Courier Fee	\$ 150.00	0	\$0.00	\$0
Postage Fee	\$ -	0	\$0.00	\$0
Monthly PO Box fee	\$ 109.00	12	\$1,308.00	\$534,745
Electronic Bill Pay Monthly	\$ 150.00	0	\$0.00	\$0
Electronic Bill Pay per Item	\$ 0.30	0	\$0.00	\$0
Electronic Bill Pay per Reversal	\$ 1.00	0	\$0.00	\$0
<b>Wholesale Lockbox Services</b>				
Wholesale Lockbox Monthly Fee	\$ 175.00	0	\$0.00	\$0
Monthly Portal Access	\$ 100.00	0	\$0.00	\$0
Monthly FTP Transmission	\$ 300.00	0	\$0.00	\$0
Monthly Image File PDF	\$ 275.00	0	\$0.00	\$0
Monthly Exception Processing	\$ 150.00	0	\$0.00	\$0
Deposit	\$ 0.40	0	\$0.00	\$0
Per Item Fee	\$ 0.40	0	\$0.00	\$0
Special Handling Check	\$ 0.15	0	\$0.00	\$0
Payee Check	\$ 0.15	0	\$0.00	\$0
Exception Processed by Vendor	\$ 1.15	0	\$0.00	\$0



## Account Analysis Worksheet

**City of Greenacres 2022 Annual Figures with Proposed Pricing.**

*This worksheet is for demonstration purposes only, all calculations are estimates based on what you have provided to us (I.e. recent consecutive bank statements).  
Our current earnings credit rate and pricing is subject to change.*

Exception Processed by Client	\$ 0.75	0	\$0.00	\$0
Document Image	\$ 0.48	0	\$0.00	\$0
Document Image per page	\$ 0.15	0	\$0.00	\$0
Data Entry per field (w/ Image Remit)	\$ 0.15	0	\$0.00	\$0
Data Entry 1 field (w/ Klik)	\$ 0.15	0	\$0.00	\$0
Package Prep fee	\$ 2.50	0	\$0.00	\$0
Incoming Express Package	\$ 4.00	0	\$0.00	\$0
Long Term Archive	\$ 0.10	0	\$0.00	\$0
CD Rom	\$ 250.00	0	\$0.00	\$0
Courier Fee	\$ 150.00	0	\$0.00	\$0
Postage Fee	\$ -	0	\$0.00	\$0
Monthly PO Box fee	\$ 109.00	0	\$0.00	\$0
<b>Total Analyzed Services</b>			<b><u>\$12,988.84</u></b>	
<b>Total Balance Equivalent for Balance Based Fees</b>				<b><u>\$5,310,178</u></b>
<b>Total Est Monthly Analyzed Services</b>			<b><u>\$1,082.40</u></b>	
<b>Total Est Balance Equivalent for Balance Based Fees</b>				<b><u>\$442,514.80</u></b>

Client Review:



## **LYNX TREASURY SOLUTIONS SERVICE DISCLOSURE AND AGREEMENT**

This LYNX Treasury Solutions Services Disclosure and Agreement (this “Agreement”) contains the terms and conditions governing use of BankUnited’s Treasury Solutions services (“LYNX Services”) covered by this Agreement. The terms and conditions contained in this Agreement shall apply regardless of the means by which the LYNX Services are accessed including, without limitation, a computer, mobile device, smartphone, tablet, any other eligible handheld or wearable communication device, or any other means of access.

When used in this Agreement, the terms the “Bank”, “we”, “us” or “our” mean BankUnited, N.A. ; the “Company”, “you”, or “your” mean the entity that is reflected in our records as the owner of an account or a party-in-interest to an account (such as an escrow agent of an escrow account); “Account” or “Accounts” mean any existing or future accounts of Company, or over which Company has authority, maintained with Bank that will be accessed through the LYNX Services including, without limitation, checking accounts, savings accounts, money market accounts, and linked loan accounts or lines of credit k (loan accounts and lines of credit collectively referred to as “Credit Accounts”); “business account” means an account owned by an entity; “personal account” means an account owned by an individual that is used primarily for personal, family or household purposes; “Owner” or “Owners” mean each person or entity that has an ownership interest in the Company; “Specific Service” or “Specific Services” mean those products, services, materials, content, features and methods of conducting transactions offered, obtained or otherwise made available on or through the LYNX Services; “Site” or “Sites” mean any internet website(s), mobile or access channel that Bank makes available to access any of the LYNX Services; and “business day” means Monday through Friday, excluding Federal Reserve holidays and other days the Bank is not opened for business.

### **ACCEPTING THE AGREEMENT**

When you use or access the LLYNX Services, or when you permit any other person or entity to use or access the LYNX Services, you agree to the terms and conditions of this Agreement. Please access, read and review this Agreement regularly. We may amend, revise or modify the terms and conditions of this Agreement (including applicable fees and service charges) at any time and from time to time, in our sole discretion. We will notify you of any such changes, as required by law, by posting the updated Agreement within the LYNX Services. The revised version will be effective at the time it is posted if we determine, in our reasonable discretion, that the changes will not materially adversely effect Company’s use of the LYNX Services, or the changes are necessary for exigent circumstances (e.g., maintaining the security of the system). Otherwise the effective date of the change will be Your continuing to be enrolled in, using or paying for the LYNX Services, or any of the Specific Services, after the revised version of this Agreement becomes effective will constitute your acceptance and agreement to such changes. You understand and agree that notwithstanding the foregoing, we reserve the right to provide any such notice of change to you in printed form. Notwithstanding anything else in the Agreement, we may make any changes to this Agreement, the LYNX Services or any Specific Services if required for security reasons or by applicable law. Further, the Bank may, from time to time, revise or update the applications, services and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the applications, services and/or related material and limit access to only the more recent revisions and updates.

### **RELATION TO OTHER AGREEMENTS**

Your use of the LLYNX Services may also be affected by the terms of a deposit agreement, disclosure statement, fee schedule, application, enrollment form, user guide, or other agreement between you and us (collectively, “Other Agreements”), which are all incorporated herein by reference. When you use the LYNX Services, or any of the Specific Services, you are governed by this Agreement as well as the terms of the Other Agreements. You should review this Agreement and such Other Agreements carefully for information regarding any applicable fees, availability of deposits, limitations on the number of transactions that you can

make, liability rules for electronic funds transfers and for other restrictions that may impact your use of any Account with the LYNX Services. To the extent that there is a conflict between the terms of this Agreement and such Other Agreements, the terms of this Agreement will control to the extent necessary. You further agree to be bound by and comply with any and all applicable federal and state laws, rules and regulations, including but not limited to, the rules and regulations of any networks, clearinghouses or funds transfer system to which Bank belongs, in connection with your use of the LYNX Services. Additionally, if there is a conflict between what an employee of the Bank says and this Agreement, the terms of this Agreement will prevail

### **SERVICE COMMENCEMENT**

Prior to commencing and using the LYNX Services you must open and maintain an Account with the Bank. If you maintain more than one Account that is eligible for access through the ~~LYNX~~ LYNX Services, upon request we will link your Accounts together and such Accounts will appear in Company's online banking profile unless requested otherwise.

All Accounts linked within the LYNX Services must contain an authorized signatory that is common to all Accounts. You understand and agree that a change in Owners and/or any authorized signers on an Account will not affect the LYNX Services which shall remain in full force and effect until terminated as set forth herein.

Company may not use the LYNX Services, and none of the Specific Services selected by the Company will be effective until (i) Company has completed and executed all Application, Enrollment and Set Up Forms and any other documentation required by Bank, (ii) Company has selected the applicable service plan package tier that best fits its business needs; and (iii) Bank has approved Company's use of such Specific Services and has had a reasonable opportunity to implement such service. There are three (3) tier service packages within the LYNX Services: Tier 1, Tier 2 and Tier 3. During enrollment Company shall select the tier that best fits its business needs. Bank makes no representation or guarantee with respect to any recommendation or suggestion that Bank or its representatives make to Company relating to the type, scope or features of the LYNX services

The Bank reserves the right to modify, terminate or suspend the LYNX Services and any and all Specific Services in the event that the Company fails to pay any amounts when and as due, or otherwise fails to abide by the terms of this Agreement or any other agreement applicable to the Account(s).

Certain features, information, transactions, or other services available through the LYNX Services may not be available when accessing the LYNX Services through a mobile device.

### **COMPANY ADMINISTRATOR**

The Company will be required to designate at least one individual ("Company Administrator") with the authority to determine who will be authorized to view account information and/or effect transactions through the LYNX Services on behalf of the Company. The Company Administrator should be an authorized signatory that is common to all Accounts. The Company Administrator will have full access to the LYNX Services with respect to the Accounts and will be able to add, modify or delete users (including other administrators), set limits on each user's authority to conduct transactions and access account information, and reset user IDs and passwords. The Company Administrator shall be responsible for performing any maintenance with respect to any user designated to use the LYNX Services on behalf of the Company. If the Company Administrator loses or forgets their user ID or password, the Company Administrator should contact the Bank.

Each user is authorized on behalf of the Company to issue requests, directions or instructions, including, without limitation, Payment Orders (as hereinafter defined), and conduct transactions on any Account set up on the LYNX Services. Company acknowledges and agrees that limitations on a user's access can only be controlled by Company and the Company Administrator, not the Bank. Company further acknowledges and agrees that each individual designated as a user may have the ability to conduct transactions on Accounts for which the individual may not otherwise be authorized to sign and conduct transactions on one or more Accounts set up within the LYNX Services., Company has reviewed and understands the risks associated with designating such individuals as users and agrees to assume sole responsibility for such risks including,



without limitation, the actions of the Company Administrator, the authority given to other users to act on behalf of the Company and the actions of such users. Company agrees to be liable for any and all loss that may result from the authority given to any such users and the action of such individuals, notwithstanding the signing authority otherwise stated in the applicable signature card. Company understands and agrees that Bank is not obligated to inquire into the identity or authority of any user, and that Company will be bound by all instructions, acts and omissions of such users (whether or not such persons are acting within the scope of their authority or Company authorized or knew of such instructions, acts or omissions). The Bank will not be liable to Company or any third party for any loss, damage or expense arising from access to an Account by a user, and Company agrees to indemnify and hold harmless Bank against all actions, claims, demands, losses or expenses including, without limitation, reasonable attorney's fees and court costs arising from or relating to any action of a user. Such indemnification obligations shall survive termination of this Agreement and termination of Company's participation in the LYNX Services.

The Company shall be responsible for notifying the Bank in writing when the authority of a user, including the Company Administrator, has been withdrawn, revoked or terminated. The Bank is authorized to rely upon any document that indicates that an Administrator or any user is authorized to act on behalf of the Company with respect to the LLYNX Services, until the Bank has received, and has had a reasonable opportunity to act, on such notice.

### **SYSTEM ACCESS**

To access the LYNX Services, the Company must maintain equipment and software that is compatible with our systems or the systems of our third-party service providers and that maintains at least the level of security that we require. We may change our requirements from time to time and Company is responsible to meet our requirements. Unless we provide otherwise, Company is responsible for the selection, installation, maintenance and operation of its equipment and software. Company shall, at its own cost and expense, maintain in good working order all hardware and equipment necessary for a service and implement, on a regular basis, back-up measures to a service. Bank assumes no responsibility with respect to any errors, failures or malfunctions of Company's equipment or software or for any computer virus or related problems that may occur with Company's use of any computer or telecommunication network.

To use the LYNX Services, Company must have its own internet service provider, the necessary computer equipment and a compatible browser that supports a minimum 128 bit encryption and Secure Sockets Layer 3 or higher. We may change these requirements from time to time. To the extent that the Company is able to access the LYNX Services using a browser with lower than 128 bit encryption, such use shall be at the Company's sole risk, and the Company, and not the Bank, shall be liable for any losses resulting from such use. The Company shall be responsible for any and all fees imposed by any internet service provider or communications service provider. Bank does not endorse or provide any internet service provider, nor are we responsible for the actions or inactions of your internet service provider. The Company agrees that the Bank is not responsible for any errors or problems that may arise from the malfunction or failure of the Company's computer, equipment, or internet service provider.

The Company is hereby granted a non-exclusive, non-transferable limited and revocable right to access and use the LYNX Services as well as any technology in object code. The Company agrees that the Bank and its suppliers or servicers retain all intellectual property rights in any hardware, software, documentation, systems or other technology or intellectual property ("Technology") that may be made available to the Company in connection with the LYNX Services. The Company further agrees: (i) to read and comply with any license terms with respect to any Technology made available to the Company; (ii) to use the Technology solely for purposes of accessing the LYNX Services; (iii) to maintain the confidentiality of the Technology and not copy, transfer or disclose the Technology; (iv) not to attempt to circumvent any use or access limitations contained in the Technology; (v) not to translate, reverse engineer, disassemble or decompile any Technology; (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (vii) to return any and all copies of the Technology to us upon request. All Technology is provided to the Company on an "AS IS" and "AS AVAILABLE" basis.

The Company acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and hereby expressly assumes such risks. The Company further acknowledges that it is responsible for securely maintaining its computer systems and equipment ensuring it meets or exceeds industry standards including, without limitation,

utilization of: (i) physical security and access control; (ii) credential security, (iii) user access incorporating controls such as segregation of duties; (iv) workstation security standards; (v) anti-virus and antispyware controls, firewall controls and other deterrent systems; (vi) network security standards such as architecture, perimeter protection firewalls and intrusion detection; (vii) incident reporting requirements; and (viii) disaster recovery and business continuity plans and periodic testing of those plans. Company shall take reasonable precautions to prevent the introduction of any viruses disabling procedures (including, but not limited to, software, lock, malicious logic, worm, trojan horse, bug, time bomb, spyware, malware, etc.) into Company's or Bank's software and shall scan its equipment and systems on a regular basis in order to detect and remove such viruses or disabling procedures. Company shall regularly update its internal security policies and procedures to address new fraud threats. Company shall immediately notify Bank of any security compromise (or suspected compromise) relating to the LYNX Services or the Accounts. Company agrees that the Bank shall not be responsible for any security breach, compromise, intrusion, misuse, malfunction and/or failure on or involving Company's computer systems and equipment. In addition to and without limiting the foregoing, Bank shall not be liable for (a) any unauthorized access to Company's Accounts through the LYNX Services; (b) any unauthorized transactions that may occur on Company's Accounts; or (c) any losses, damages, liabilities, costs and expenses (including attorney's fees) arising out of or resulting from any such security breach, compromise, intrusion, misuse and/or failure of Company's computer systems and equipment.

The Company further agrees that the Bank is not responsible for notifying the Company of any upgrades, fixes or enhancements to, or for providing technical support or other support for, the Company's computer systems and equipment.

### **HYPERLINKS**

In connection with the LYNX Services, the Bank may provide the Company with a link ("Hyperlink") to a third-party site. Such Hyperlinks are used at the Company's own risk. The Bank is not responsible for, nor do we control, the content, products or services provided through these sites. The Bank does not endorse or guarantee the products, information or recommendations provided by any such linked sites and is not liable for any failure of any products or services advertised on such sites. The Bank further makes no representations or warranties of any kind, express or implied, as to the operations conducted at such other third party sites, or the accuracy or completeness of any information, content, materials or products included thereat, including, but not limited to, the warranties of non-infringement of third party rights, title, merchantability and fitness for a particular purpose.

### **CODES AND PASSWORDS**

If the Company is approved to use the LYNX Services, the Bank will provide the Company with certain information, including, but not limited to, access codes, passwords and user identifications ("Credentials"). Each user authorized by the Company to access the LYNX Services must have their own unique Credentials. The Company acknowledges that it is solely responsible for safeguarding and ensuring that each user safeguards, the confidentiality of their Credentials. In furtherance of the foregoing, Company agrees to train users regarding the risks associated with sharing or disclosure of Credentials (including sharing with other employees of the Company) and will develop and maintain internal procedures to limit such risks, including, but not limited to (a) ensuring Credentials are changed upon the user's first logon and thereafter periodically in accordance with industry standards; (b) not permitting users to share their Credentials; (c) deleting the Credentials of users who no longer have access to the LYNX Services; and (d) keeping all Credentials under secure conditions. The Company agrees to comply with any additional access or identification procedures the Bank may establish. The Company further agrees to immediately notify the Bank by telephone (and confirm such oral notification in writing) if it has reason to believe that any Credentials has been stolen, compromised, misused or has, or may, become known by an unauthorized person (whether or not employed by the Company).

These responsibilities may not be waived or modified by agreement or authorization by any Bank employee, agent or representative. The Company acknowledges that such Credentials are appropriate and reasonable to afford protection against unauthorized use and agrees that use of Credentials in connection with the LYNX Services shall give rise to a conclusive presumption that the use is authorized. The Company shall be liable for, and shall indemnify and hold the Bank harmless from any and all claims, losses, damages, liabilities and expenses including, without limitation attorney's fees, court costs and related litigation costs and expenses,

arising from use of the LYNX Services, whether authorized or unauthorized, and without regard to the signing authority on an Account, by any person who utilizes the Credentials or who gains access by any other means. In furtherance of the foregoing, in the event an employee, agent or representative of the Company or anyone accessing the system by utilizing the Credentials, willfully or through negligence, damages or causes disruption of the systems of the Bank, the Company shall be liable for all claims, losses and/or damages resulting therefrom.

### **INTERNAL CONTROLS**

As a business client, Company shall be responsible for and shall maintain, commercially reasonable internal controls including, without limitation, segregation of certain duties, such as accounts payable and accounts receivable, and initiation and confirmation of transactions, to help prevent the misuse of its Accounts. Bank shall not be liable to Company for any losses arising by reason of Company's failure to maintain commercially reasonable internal controls.

### **FEES**

The Company agrees to pay any and all fees that the Bank establishes for the LYNX Services and each of the Specific Services made available through the LYNX Services. Please refer to the most recent Schedule of Fees applicable to your Company Account(s) for the current amount of the Bank's fees. The fees do not include any taxes (including, without limitation, sales, value-added and use taxes), or other governmental charges, which are the Company's responsibility. Additionally, the Company agrees to pay Bank any fees or charges provided for in any Other Agreements including, without limitation, the Schedule of Fees applicable to the Company's Accounts. Bank may change the amount or type of its fees and charges from time to time upon reasonable notice to Company. The Company authorizes Bank to deduct any and all fees, charges and other expenses owed by the Company to Bank from the Accounts(s) designated by the Company. If the Company is eligible for earnings credits on balances in one or more Accounts, Bank shall determine on a monthly basis if the collected balances in such Accounts are sufficient to compensate for the amount of such fees, charges and expenses due in the prior month. If the earnings credits are insufficient to offset all amounts due for the prior month, Bank will debit the Accounts for the amount of the shortfall. In the event there are not sufficient available funds in the Accounts, Company shall, upon demand, immediately pay all outstanding fees, charges and expenses to the Bank. Notwithstanding the foregoing, the Bank may, without notice, set off against any other accounts maintained by the Company with the Bank, or any of our affiliates or subsidiaries, for all amounts due hereunder. Bank reserves the right to change its fees and charges from time to time upon reasonable notice to Company.

### **ELECTRONIC MESSAGES AND OTHER COMMUNICATIONS**

By enrolling in and using the LYNX Services Company agrees that all notices and other communications related to use of the LYNX Services, any of the Specific Services or activity on your Accounts may be sent electronically to any e-mail address we have on file for Company or any of its users, or at our option, any other manner permitted by applicable law. As e-mail is not a secure method of communication over the internet, we recommend that you do not use email to send confidential information, such as account numbers, and financial information, to Bank by e-mail. Please be advised that we will not immediately receive an electronic message sent, and no action will be taken on any electronic message until we actually receive your message and have had a reasonable opportunity to act on it. If you need to contact us immediately, please call our Client Care Center at (866) 708-4384.

### **ALERTS**

Enrollment in any of the Specific Services offered through the LYNX Services may include access to mobile text messaging related services, and security alerts ("Alerts."). In order to receive Alerts, the Company or its users designated to receive Alerts must have a mobile device that is subscribed to a wireless service and that is able to receive text messages. By providing us with a telephone number (including a wireless/cellular, or

mobile telephone number), you expressly consent to receiving calls from us and our service providers at that number including those made by use of an automatic telephone dialing system.

These Alerts are provided for the Company's convenience and do not replace your monthly account statements, which are the official record of the Company's Account(s). The Company understands and agrees that the information sent through an Alert may not be encrypted and may include personal or confidential information about the Company such as your account activity or account status, and anyone with access to the e-mail or mobile device may be able to access the Alert. Additionally, Alerts sent via telephone may be delivered to voice mail or answering machines if no one answers the telephone. It is the Company's responsibility to ensure that mobile devices used by the Company or its users are secure, any Credentials utilized in connection with the LYNX Services is protected and to provide timely information about changes to any telephone numbers e-mail addresses or other methods of delivery in order to protect the confidentiality of this information.

The Bank endeavors to provide Alerts in a timely manner, however it does not guarantee the delivery or accuracy of any information sent through an Alert. Messages may be delayed or impacted by factors pertaining to the Company's communication service provider, internet service provider or other third parties. The Company agrees that neither the Bank nor its service providers will be liable for any losses or damages arising from the disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of or inaccurate content in information sent through an Alert.

#### **HOURS OF ACCESS**

Subject to the terms of this Agreement, the Company generally can use the LYNX Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Specific Services offered through the LLYNX Services may not be available during regularly scheduled maintenance periods or during system/network interruptions, or other circumstances beyond our control.

#### **STATEMENT REVIEW**

The Company shall be notified of transactions performed in connection with the LYNX Services through periodic account statements. The Company shall have the obligation to promptly review all activity pertaining to the Account(s), and promptly, but in no event exceeding thirty (30) days from the Bank's issuance of a statement reflecting such activity, notify the Bank of any unauthorized access. Failure by the Company to so review and advise shall release the Bank of any and all liability (if any) for any activity taken by any unauthorized party. Without regard to care or lack of care, the Company's failure to discover and report any suspected error, discrepancy or unauthorized transaction in connection with the LYNX Services within such thirty (30) day period, will bar any claim against Bank with respect to any such error, discrepancy or unauthorized transaction or any subsequent error, discrepancy or unauthorized transaction by any unauthorized person. Notwithstanding anything to the contrary contained herein, in no event shall the Bank be liable for any activity in the Company's Account(s) undertaken by unauthorized person(s) if the activity was initiated by use of the Credentials.

Additionally, the Company shall notify the Bank of any other errors, omissions or interruptions in, or delay or unavailability of, any of the LYNX Services as promptly as practicable, and in any event, within one (1) business day after the earlier discovery thereof, or the date discovery should have occurred through the exercise of reasonable care. Failure by the Company to so notify the Bank within the time periods set forth herein shall relieve the Bank of any liability for such error, omission or discrepancy.

#### **WAIVER OF REQUIREMENT FOR MULTIPLE SIGNATURES**

The Company agrees that any requirement of verifying multiple signatures on checks, if such a requirement exists, does not apply to any transactions made using or through the LYNX Services. The Company agrees to release the Bank from any liability when making such transactions.

#### **SECURITY PROCEDURES**

The Company agrees to comply with the security procedures established by the Bank from time to time including without limitation, the use of Credentials, one-time passcodes and other security or authentication devices, ("Security Procedures") in connection with the use of the LYNX Services. The Company agrees to be bound by any payment order, transaction or service change or order that is acted upon by the Bank in accordance with such Security Procedures. The Company acknowledges and agrees that the Bank's Security Procedures are designed to verify the origination of instructions, orders or other communications (each a "Communication") sent in connection with the use of the LYNX Services and not for the detection of errors in transmission or content (i.e. duplicate payments or errors in funds transfer instructions).

The Bank shall have no duty to discover and shall not be liable for errors or omissions by the Company or any other user permissioned by the Company to use the LYNX Services. Each time a transaction is made through the LYNX Services, the Company warrants that these Security Procedures are commercially reasonable and adequate for the purposes intended. The Bank reserves the right to issue new Security Procedures and/or to modify or change any Security Procedures from time to time. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service: (i) the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection; and (ii) Customer shall indemnify and hold Bank harmless from and against all Losses and Liabilities relating directly or indirectly to Customer's use of such security procedures. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures from time to time.

The Company shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of any Security Procedures and shall immediately notify the Bank if the Company believes or has reason to believe that the confidentiality or integrity of any Security Procedure has been breached, threatened or become known to an unauthorized person (whether or not such person is employed by the Company). Additionally, if the Company fails to follow any Security Procedure, the Company shall be liable for any unauthorized disclosure or unauthorized access to the Company's information or data. The Company shall be liable for any instructions and other communications initiated before the Bank has received such notice and has had a reasonable opportunity to act on such notice. The Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Security Procedures.

The Company acknowledges and agrees that Bank shall be entitled to deem any individual having knowledge of any Security Procedures (as hereinafter defined) or Credentials (as hereinafter defined) to be a user. The Bank shall be entitled to act on any Communication received in accordance with the Security Procedures without being obligated to verify the content of such Communication or establish the identity of the person giving the Communication. The Company acknowledges and agrees that the Bank may, without liability, refuse to act on a Communication that is not transmitted in accordance with the

Security Procedures. The Company further acknowledges and agrees that the Bank may, without liability, refuse to act on any Communication if the Bank reasonably doubts its authorization, contents, or origination or compliance with the Security Procedures. The Company assumes full responsibility for any transaction, whether or not authorized, issued in the Company's name and accepted by the Bank in accordance with the Security Procedures. Additionally, if the Company fails to follow any Security Procedure, Company shall be liable for any unauthorized disclosure or unauthorized access to its information or data.

### **BANK'S RESPONSIBILITY**

In the performance of the LYNX Services, the Bank will be entitled to rely solely on the information, representations and warranties provided by the Company, and will not be responsible for the accuracy or completeness thereof. The Bank shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any entry, instruction, transaction or order in connection with the LYNX Services, whether or not it will result in payment to any officer, employee, or agent of the Company, or is otherwise tendered in payment of such person's individual obligations. The Bank has no obligation to verify the availability of funds in any account at the time of any transfer request, even if honoring such a request will result in an overdraft. In the event such a request is honored, the Company shall immediately pay such overdraft and shall be responsible for payment of all applicable overdraft charges. Further, the Bank is not obligated to honor, either in whole in part, any transaction or instruction which (a) is not in accordance with any terms or conditions applicable to the relevant Specific Service, (b) the Bank has reason to believe may

not be authorized by Company, (c) involves funds subject to a hold, dispute or legal process preventing their withdrawal; or (d) would violate any applicable federal or state law, rule or regulation.

Notwithstanding any other provision of this Agreement, the Bank shall have no liability for any damage, loss, expense or liability of any nature that the Company may suffer or incur, except to the extent of direct losses attributable solely to the Bank's own gross negligence or willful misconduct, and only to the extent set forth herein. In furtherance of, and without limiting the foregoing, the Bank will not otherwise be responsible for any action taken, allowed or omitted or for any liability, loss, claim or damage arising from an act of God, loss or delay occasioned in transit of data or processed work, labor disputes, material or labor shortages, accident or damage to facilities, inaccuracy of information, computer viruses, malicious code or other defects in the LYNX Services, incompatibility between the LYNX Services and the Company's browser or from other causes or events beyond the control of the Bank. The time, if any, required for the Bank's performance under this Agreement shall be automatically extended during the period of such delay or interruption. In no event shall the Bank be liable for any indirect, special, consequential or punitive loss or damage of any kind (including, without limitation lost profits) whether or not foreseeable, even if the Bank has been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, breach of contract or otherwise. This section shall survive termination of this Agreement and termination of Company's participation in the LYNX Services.

## **SPECIFIC SERVICES**

### **A. ACH ORIGATION SERVICES**

#### **PLEASE NOTE THAT THE ACH ORIGATION SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2 OR TIER 3 OF THE LYNX SERVICES.**

Through the Bank's Automated Clearing House origination services ("ACH Services"), the Company will be permitted to initiate credit and/or debit Entries as an Originator by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Agreement and the operating rules and guidelines of the National Automated Clearing House Association ("NACHA") including, any exhibits or appendices thereto, as same may be amended from time to time (collectively, the "Rules"), which Rules are incorporated herein and made a part of this Agreement. Terms not defined herein shall have the meanings ascribed to them in the Rules.

To be eligible to enroll in and use the ACH Services, the Company must be approved by the Bank. The Company agrees to provide the Bank with such financial, business and operating information as the Bank may reasonably request in connection with the Bank's approval process.

The Company acknowledges that it has a copy of, or has access to a copy of, the Rules. The Company agrees to comply with and be bound by the Rules. The Company represents and warrants to Bank that Company's actions with respect to Company's use of the ACH Services including, without limitation, the preparation, transmittal and settlement of Entries, shall comply with the Rules and all applicable federal and state laws, rules and regulations. The Company acknowledges that Bank will charge the Company for any fines or penalties imposed by NACHA or any other organization which are incurred as a result of Company's actions or inactions and Company agrees to fully reimburse and/or indemnify Bank for such charges or fines.

It is the Company's responsibility to deliver all credit and debit Entries to the Bank with all information necessary to complete the Company's requested transactions in compliance with formatting and other requirements set forth in the Rules or as otherwise specified by the Bank. The Company must complete all required fields with accurate information. The Bank may reject or delay processing transactions if information and/or instructions are not complete or are inaccurate, do not comply with the terms of this Agreement or the Rules, or otherwise do not meet the criteria specified by the Bank for acceptance.

The Company shall obtain authorization as required by the Rules from the person or entity whose account will be debited or credited as a result of a debit or credit Entry initiated by the Company. The Company shall retain the original or a copy of each authorization and other documentation required under the Rules for a period of not less than two (2) years after termination or revocation of such authorization or such longer

period as is provided in the Rules. If Bank receives a request from a RDFI for any such authorization or documentation, Company shall promptly furnish an original or copy thereof to the Bank so that Bank can provide it to the RDFI within ten (10) banking days of the request.

The Company may elect to send pre-notification that it intends to initiate an Entry or Entries to a third party account within the time limits prescribed by the Rules. Pre-notification shall be provided to the Bank in the format and on the media prescribed by the Rules, unless otherwise specified by the Bank. In the event that the Company has received notice that a pre-notification has been rejected within the prescribed period by a RDFI, the Company will not initiate any Entry of such third party's account until the cause for rejection has been corrected and another pre-notification has been submitted and accepted by the RDFI within the time limits prescribed by the Rules.

Subject to Bank's approval, Company may elect to have Company's ACH Entries originated on a "same-day" basis, for settlement on the same day as the Effective Entry Date (each a "Same Day Entry" and collectively "Same Day Entries"). Bank may, in its sole discretion, establish exposure limits limiting the number of Entries or dollar thresholds of Same Day Entries that Company may have outstanding at any time. Further, Bank may terminate Company's right to originate Same Day Entries at any time. To be eligible to be treated as a Same Day Entry the Entry must: (i) have been received on a business day by the Bank's designated cut-off time for Same Day Entries; (ii) not exceed the per transaction limits established by NACHA from time to time as set forth in the Rules; and (iii) contain an Effective Entry Date as the same business day of receipt. IAT Entries are not eligible to be Same Day Entries. Same Day Entries shall be identified based on the date entered by Company in the Effective Entry Date field. Company agrees and understands that it is Company's responsibility to ensure the correct date is inputted into the Effective Entry Date Field. Use of the current date or any date in the past will also trigger fees for same day processing that may be higher than the fees for traditional ACH processing. Bank may utilize same-day processing for any Entry that qualifies as a Same-Day Entry even if Company did not intend the Entry to be processed using same-day processing. In such instances, Company is still responsible for all fees associated with same-day processing. Bank does not represent, warrant or otherwise guarantee that a receiving depository financial institution is able to receive or initiate Same Day Entries, or will post Same Day Entries by applicable deadlines, or will otherwise make funds available in a timely manner, and the Bank shall not be responsible for any loss resulting therefrom. PLEASE NOTE THAT ONLY COMPANIES ENROLLED IN TIER 3 OF THE LYNX SERVICES MAY ORIGINATE SAME DAY ENTRIES.

Company shall transmit Entries to Bank to the locations and in compliance with the formatting and other requirements set forth in the Rules and Bank's specifications. Company will not submit individual or total monthly Entries in excess of the maximum limits including, without limitation, dollar amounts and/or Standard Entry Class Code types, established by Bank, in its sole discretion, as may be amended from time to time. Company shall not divide a transaction into more than one Entry in order to avoid these limitations. Bank's processing of Entries in an amount greater than the established limits shall not be deemed a waiver of this provision. Bank may cease processing Entries in a greater amount at any time without prior notice.

Except as otherwise provided for herein, Bank shall (i) process Entries received from Company that conform with the file specifications set forth in the Rules; (ii) transmit such Entries as an ODFI to an ACH Operator selected by Bank in its sole discretion; and (iii) settle for such Entries as provided in the Rules. Bank shall endeavor to transmit or complete the necessary authorizations for Entries by the deadline of the ACH Operator provided: (a) such Entries are received by Bank's applicable cutoff time on a business day; (b) for Entries, other than Same Day Entries, the Effective Entry Date is at least two (2) business days after such business day (for credit Entries) and at least one (1) business day after such business day (for debit Entries) and (c) the ACH Operator is open for business on such business day. Entries shall be deemed received by Bank when the transmission and compliance with any related Security Procedures is completed. Company acknowledges and agrees that Bank only acts as the Company's agent for transmission of the Entries and assumes no responsibility for said Entries, except that Bank will endeavor to exercise due care in the transmission. If any of the requirements of this paragraph are not met, Bank may use reasonable efforts to transmit such Entries to the ACH Operator by the next deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business.

The Bank may from time to time establish exposure limits, including daily transaction limits for the total value of Entries that may be originated through the ACH Origination Services by or on the Company's behalf in any 24-hour period. Any Entries exceeding this aggregate limit need not be honored, but may, at

the Bank's sole discretion, be honored. The Bank may change or cancel these limits at any time without prior notice to Company, although the Bank will endeavor to notify the Company before the Bank does so.

All transactions are subject to acceptance by the Bank. The Bank has no obligation to accept any Entries and therefore may reject any Entry issued by or on behalf of the Company. The Bank will endeavor to notify the Company if the Bank deems it necessary to reject a submitted Entry. The Bank shall have no liability to the Company for rejection of any Entry. The Company agrees that it shall not initiate or transmit any Entry that violates the Rules.

The Company shall have no right to cancel or amend any Entry after its receipt by the Bank. Notwithstanding the foregoing, the Bank may, at its option, act on a request by the Company for cancellation or amendment of an Entry prior to transmitting it to the ACH or crediting/debiting a Receiver's account. Please note, however, that any request to cancel an Entry that has been submitted as part of a batch may require that the entire batch be cancelled. Company acknowledges that in the case of a Same Day Entry any request by Company to cancel the Entry must be made immediately in order for Bank to have an opportunity to effect cancellation. Despite Bank's commercially reasonable efforts to act on such a request, cancellation of a Same Day Entry may nevertheless be impossible, and Company understands and accepts the risk of this occurrence. The Company agrees to pay any and all fees and charges as set forth in the applicable Schedule of Fees in connection with such request. The Bank shall have no liability if any such cancellation or amendment is not effected. If the Bank accepts a cancellation or amendment of an Entry, the Company hereby agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, demands, damages, fees, charges, costs and expenses including, without limitation, attorney's fees, incurred by the Bank as a result of its acceptance of the cancellation or amendment. This indemnification obligation shall survive termination of the Company's relationship with the Bank.

In the event any Entries are rejected or returned from the ACH Operator, the Bank shall make reasonable efforts to notify the Company no later than one (1) business day after the business day of such receipt. Except for an Entry retransmitted by the Company in accordance with the requirements provided for herein, the Bank shall have no obligation to retransmit a returned Entry if the Bank complied with the terms of this Agreement with respect to the original Entry. If the Company wants to resubmit any returned or rejected Entry, it is the Company's responsibility to correct the Entry and resubmit it, or otherwise resolve the rejection or return in accordance with the Rules. The Bank shall have no liability to the Company due to the rejection or return of any such Entry or due to the fact that Bank may not have not timely notified the Company about the rejection or return. The Company shall retain data on file adequate to permit remaking of entries for five (5) business days following the date of their transmittal by the Bank as provided herein, and shall provide such data to the Bank upon its request.

Bank may monitor the Company's return activity and may request proof of authorization of any Entry. If the Bank, in its sole discretion, deems that the Company has excessive returns or rejections, the Bank may immediately terminate the Company's ability to submit debit Entries. The Company shall indemnify, hold harmless and defend the Bank, at the Company's sole cost and expense, against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, arising out of any rejected or returned Entry except to the extent that such rejection or return was solely due to the Bank's gross negligence or willful misconduct. This indemnification obligation shall survive termination of the Company's relationship with the Bank.

Except with respect to Entries rejected by the Bank, if an Entry submitted by the Company is an On-Us Entry (received for credit or debit to an account maintained at the Bank), the Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided that the Entry has been submitted to the Bank in accordance with the applicable time limits set forth herein. If any of the applicable time limits have not been met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

The Bank shall provide the Company with all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by the Bank relating to Entries transmitted by the Company within two (2) business days of the Settlement Date of each NOC or Corrected NOC. The Company shall ensure that changes requested by the NOC or



Corrected NOC are made within six (6) business days of the Company's receipt of the NOC information from the Bank or prior to initiating another Entry to the Receiver's account, whichever is later. If a NOC or Corrected NOC is incorrect or refused by the Company, the Company will promptly deliver a refused Notification of Change to Bank stating the applicable reason code as specified in the Rules. If the Company does not comply with the requirements to make changes requested by a NOC or Corrected NOC, the Bank may charge the Company for any and all NACHA rule violation fines resulting from such rule infraction or cease processing Entries for the Company until the changes are made. Company acknowledges and agrees that if Company fails to make changes requested by a NOC or Corrected NOC, Bank shall have the right to apply such requested changes to future transactions and that Company may be charged a fee in connection therewith.

The Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person differently from the named Receiver, and Company's obligation to pay the amount of the Entry to the Bank shall not be excused in such circumstances.

The Company shall designate a settlement account at the Bank for the purpose of funding the Company's Entries ("Settlement Account"). The Company agrees to maintain sufficient Available Funds to offset any Entries submitted and against which any rejected or returned Entries, and applicable fees and charges in accordance with the applicable Schedule of Fees then in effect, may be credited or debited. The Bank will either charge or credit the Settlement Account(s) for any credit or debit Entry originated by the Company on the Settlement Date. Even though the Bank debits or credits the Settlement Account, such debit and/or credit is provisional until the Bank receives final settlement. In the event any provisional credit and/or debit or any final credit and/or debit is reversed for any reason, then the Bank will charge the Settlement Account for such item and impose a fee in accordance with the Schedule of Fees then in effect. The Company is responsible for reimbursing the Bank for any and all temporary or final credit reversals. If there are not sufficient Available Funds in the Settlement Account, the Company agrees that the Bank may charge any other Account maintained by the Company with the Bank to cover the Company's obligations hereunder. Notwithstanding the foregoing, the Bank reserves the right to require the Company to pre-fund the Settlement Account prior to the Settlement Date of an ACH credit file. The Bank shall determine whether pre-funding is required based upon criteria established by the Bank from time to time. When pre-funding, the Company shall maintain sufficient Available Funds in the Settlement Account. With respect to the origination of debit Entries or Reversals of credit Entries, the Company acknowledges and agrees that the Bank need not make any deposit to the Account available for withdrawal or transfer unless and until the Bank has a reasonable belief that such Entry has been paid.

The Company acknowledges that it shall be bound by and comply with the provision of the Rules regarding making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. The Company specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver the amount of the Entry.

The Company acknowledges that due to the "next day" settlement procedures used by the ACH, there is the possibility of loss to the Bank in the event that the Company does not have Available Funds at the time of settlement. Accordingly, the Bank may from time to time establish or revise maximum dollar limits for the total value of all Entries the Bank will release on the Company's behalf in any 24-hour period. Any instructions exceeding this aggregate limit need not be honored, but may, at the Bank's discretion, be honored. Notwithstanding the foregoing, the Company shall remain liable for all Entries that exceed the foregoing amount, to the extent honored by the Bank. The Bank may change or cancel the limits at any time without prior notice to the Company, although the Bank will try to notify the Company before the Bank does so. The Bank has no obligation to discover and shall not be liable to the Company for any errors made by the Company including, without limitation, errors made in identifying the Receiver or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by the Company.

Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it may notify the Bank of the error and the Bank will make reasonable efforts on behalf of the Company, consistent with the Rules, to correct the Entry. In all such cases, it is the responsibility of the Company to notify its

affected customers that an Entry has been made which is at variance with the customer's authorization or is otherwise erroneous. The Bank shall not be liable for such Entries or the Bank's failure to correct the Entry. The Company is responsible for all expenses incurred as a result of the error and shall indemnify, hold harmless and defend the Bank at the Company's sole cost and expense against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, resulting directly or indirectly from such errors whether in an action between the Bank and the Company or between the Bank and a third party or otherwise. This indemnification obligation shall survive termination of the Company's relationship with the Bank.

The Company will be deemed to make the same warranties to the Bank as the Bank makes pursuant to the Rules. Additionally, with respect to each and every Entry transmitted by the Company, the Company represents and warrants to the Bank and agrees that: (i) each person or entity shown as the Receiver on an Entry received by the Bank from the Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal or crediting or debiting by the Bank as provided herein, (iii) Entries transmitted to the Bank by the Company are limited to those types of credit and debit Entries permitted pursuant to this Agreement. Without limiting the foregoing, the Company acknowledges that International ACH Transactions ("IATs") are not permitted under the terms of this Agreement and the Company represents and warrants to the Bank that no such Entry transmitted by the Company shall be an IAT, (iv) the Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations and orders including, without limitation, the sanctions laws, regulations and orders administered by the United States Treasury Office of Foreign Assets Control ("OFAC"), laws, regulations and orders administered by FinCEN, and any state, laws, regulations or applicable to the providers of ACH payment services. Without limiting the foregoing, the Company agrees that it will not initiate any transactions in violation of the requirements or sanctions of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions, and (v) the Company shall be bound by and comply with the provision of the Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement of such Entry. The Company shall indemnify, hold harmless and defend the Bank at the Company's sole cost and expense against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, resulting directly or indirectly from any breach of any of the representations or warranties of the Company set forth herein. This indemnification obligation shall survive termination of the Company's relationship with the Bank.

From time to time, the Bank may request information from the Company with respect to the Company's ACH Services activity for the purposes of evaluating a continuation of the ACH Services and/or adjustments of any limits. The Company agrees to provide the requested information promptly upon request. In connection with these evaluations, the Bank reserves the right to require the Company to establish reserves with the Bank, in amounts calculated by the Bank in its discretion, to cover the Company's obligations to the Bank arising from the Company's use of the ACH Services. Reserves may be expressed as fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages as determined in accordance with the Bank's periodic evaluations. The amount of the reserves required by the Bank, if any, will be communicated directly to the Company from time to time. The Company agrees to establish reserves as required by the Bank within seven (7) days after being notified by the Bank. The Company acknowledges and agrees that the Bank may suspend the Company's ACH Services if the Company fails to establish the required reserves within such seven (7) day period.

When the Company is acting in the capacity as a Third-Party Sender, the Company, in addition to acknowledging the Third-Party Sender Annual Attestation, acknowledges that the Company is bound by the Rules and represents and warrants to the Bank as follows:

1. The Company shall perform all of the duties to verify the identity of any Originator prior to transmission of any ACH Entry. The Company shall be responsible to provide the Bank with any information that the Bank considers reasonably necessary to identify each Originator for which the Bank, as ODFI, transmits Entries. Upon the receipt of a request from the Bank for such information, the Company shall provide the information within two (2) business days of such request.

2. The Company has agreed to assume the responsibilities of an Originator, as authorized by the Originator, and required by the Rules. In any case in which the Company fails to perform its obligations as an Originator under the Rules, the Company agrees to indemnify the Bank, hold harmless and defend

the Bank at the Company's sole cost and expense against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, resulting directly or indirectly, from the failure of the Company to perform its obligations as an Originator. This indemnification obligation shall survive termination of the Company's relationship with the Bank.

3. If the Company performs any obligations of the Bank as ODFI under the Rules, the Company agrees it shall also perform the requirements of an ODFI under the Rules and warrants that it has the legal ability to do so.

4. The Company is obligated to make payment to the Bank for all credit Entries and all debit Entries that are returned by the RDFI. In the event that the Bank does not receive payment from the Company, the Originator of the Entry agrees to pay the Bank.

5. The Company shall ensure that its Originators agree to the responsibilities outlined herein for the retention and delivery of any records, documentation and data related to copies of items, copies of source documents or records of authorization.

6. The Company shall conduct an annual audit of its compliance with the Rules and upon request, to provide documentation supporting such audit within five (5) business days of such request.

7. The Company acknowledges and agrees that Bank as ODFI, has the right to terminate or suspend this Agreement with the Third-Party Sender, or any contractual agreement with each Originator of the Third-Party Sender, for breach of these Rules in a manner that interferes with Bank's compliance with the Rules or other applicable laws.

A COMPANY ACTING AS A THIRD-PARTY SENDER MUST BE ENROLLED IN TIER 3 OF THE LYNX SERVICES.

#### B. ACH ALERT SERVICES

**PLEASE NOTE THAT THE ACH ALERT SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2 OR TIER 3 OF THE LYNX SERVICES.**

Through ACH Alert Services ("ACH Alerts") the Company can receive notifications via e-mail or text messaging regarding ACH Debit Entries and Credit Entries (as such terms are hereinafter defined) that are presented for payment against its Accounts. For purposes of ACH Alerts, "ACH Entry" shall refer to electronic funds transfers that settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank and NACHA; "Debit Entry" shall refer to any ACH Entry which has the intended result of removing funds from the Company's Account(s); and "Credit Entry" shall refer to any ACH Entry which has the intended effect of depositing funds to the Customer's Account(s).

To activate ACH Alerts, the Company shall complete the Bank's enrollment form ("Enrollment Form") designating which Accounts are to be enrolled ("Designated Account"). The Company shall also provide a valid telephone number and/or e-mail address where alert notifications ("Alert Notification") are to be sent. Company may choose to receive ACH Alerts "per transaction" or "per Designated Account". Alert Notifications are sent to Company's designated authorized representatives. Bank shall be allowed a reasonable period of time in which to process the Enrollment Form following its receipt from the Company. Bank shall not be obligated to process any Enrollment Form that is missing any information or is otherwise incomplete.

Company acknowledges and agrees that each Alert Notification may not be encrypted and may include the name of the company originating the entry, and certain information pertaining to the Designated Account. Receipt of an Alert Notification may be delayed or prevented by factors affecting the Company's internet or telecommunications service providers. Bank neither guarantees the delivery or the accuracy of the contents of any Alert Notification.

Through ACH Alerts, Company can individually authorize every ACH Debit Entry and Credit Entry to its Designated Account or opt to preauthorize transactions for trusted companies. If Company elects to

preauthorize transactions, Company shall be responsible for defining customized instructions based on parameters such as acceptable payees, amount and frequency of transactions. Company also must provide a default decision of either pay or return for non-preauthorized entries not decided by the daily cut-off time established by the Bank. Company is solely responsible for maintaining and updating all information for preauthorized transactions. Failure to do so may result in the return of an authorized ACH Debit Entry or Credit Entry or the allowance of an unauthorized ACH Debit Entry or Credit Entry.

Incoming Debit Entries or Credit Entries that originate from pre-authorized originators will be processed and posted to the Designated Account. Alert Notifications will only be sent for non-preauthorized incoming Debit Entries and Credit Entries. Upon receipt of an Alert Notification, Company must instruct the Bank whether to pay-or return the item prior to the Bank's established cut-off time on the Business Day immediately following the settlement date of the entry. Any Debit Entry or Credit Entry not decided by Company prior to the Bank's established cut-off time will be processed in accordance with the Company's default instructions. Company waives any claim of wrongful dishonor or return or wrongful payment or acceptance associated with any Debit Entry or Credit Entry that is returned or paid as a result of the Bank's reliance on the Company's default instructions.

Company acknowledges and agrees that ACH Alerts is only applicable for ACH transactions identified with Standard Entry Class (SEC) Codes of CCD, CTX, PPD, ARC, BOC, RCK, POP, WEB, and TEL.

Company acknowledges and agrees that the Bank assumes no duty to identify and/or block and ACH Alerts may not identify and/or block any duplicate Debit Entries or Credit Entries presented. As such Company agrees to promptly review all statements, reports and other transaction information that the Bank makes available to Company

Company may not use ACH Alerts to reverse or block any ACH Debit Entry or Credit Entry for any reason other than that a transaction is "unauthorized" or "improper" (as designated by the Company). ACH Alerts may not be used to reverse transactions in the event there are insufficient funds in the Company's Accounts or to reverse an otherwise authorized transaction.

Company acknowledges that the return of an ACH Debit Entry or Credit Entry is subject to dispute on the part of the originator. In the event of such a dispute the Company acknowledges and agrees that the Bank must act in accordance with the NACHA Rules. Without limiting any of its indemnification obligations to Bank, Company hereby agrees to accept liability for and hold Bank harmless from and against any and all, damages, losses, fines, fees, taxes, liabilities, costs and expenses including, without limitation, reasonable attorney's fees, arising out of or related in any way to the Bank processing a Debit Entry or Credit Entry in accordance with the Company's instructions.

Any Debit Entry that is paid in accordance with ACH Alerts shall be considered properly payable and Company agrees that Bank shall have no liability to Company for paying any Debit Entry in accordance herewith. Notwithstanding anything to the contrary contained herein, Bank may, but shall not be obligated to, pay any Debit Entry if there are not Available Funds on deposit in the Designated Account.

Company acknowledges that failure to use the Bank's ACH Alerts Service could substantially increase the likelihood of undetected fraudulent activity on its Account(s) and that it is neither unreasonable nor unreasonable under the circumstances for the Bank to require Company to use its ACH Alerts Service upon request. Company agrees that if it fails to implement the ACH Alerts Service following the Bank's request to do so, Company will be precluded from asserting any claim against the Bank for paying an unauthorized, altered, counterfeit or other fraudulent item that the ACH Alerts Service was designed to detect or deter, and Bank will not be required to re-credit your Account(s) or otherwise be liable to Company for paying such item.

### C. ZERO BALANCE ACCOUNT TRANSFER SERVICES

**PLEASE NOTE THAT THE ZERO BALANCE ACCOUNT TRANSFER SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2 OR TIER 3 OF THE LYNX SERVICES.**

With the Bank's Zero Balance Account Transfer Services, the Company can eliminate excess balances in separate accounts and maintain greater control over disbursements. The Company will designate one master funding account ("Master Account") from which Available Funds will be transferred to and from each zero balance account ("Subsidiary Account") at the close of each business day such that the balance in such Subsidiary Account shall be the target balance set by the Company (the "Target Balance"). If the Company fails to specify a Target Balance for a Subsidiary Account, the Target Balance for such account shall be zero dollars. If a Subsidiary Account does not have sufficient Available Funds to cover any checks paid or debits made (collectively "Debits") from such account, the Bank will automatically transfer Available Funds from the Master Account in an amount sufficient to pay such Debits and bring the Subsidiary Account to its Target Balance; provided, however, if more than one Subsidiary Account is linked to a Master Account, the Bank will transfer Available Funds from the Master Account to cover Debits from all Subsidiary Accounts prior to making transfers from such Master Account to restore the Target Balance in any Subsidiary Account. If there are insufficient Available Funds in the Master Account to cover all Debits from all Subsidiary Accounts, the Bank reserves the right, in its sole discretion, to pay or return any such Debits. The Bank is hereby authorized to add or remove Subsidiary Accounts from time to time upon receipt of written notice from an authorized signer on the Master Account.

The Company acknowledges and agrees that, in the event that the Bank receives any levy, garnishment, restraint, or other legal process freezing or otherwise restricting access to funds on deposit in the Master Account or a Subsidiary Account, the Bank may, at its option and without liability, refuse to honor orders to pay, transfer or withdraw funds from any and all Accounts to the extent permitted by applicable law.

#### D. ACCOUNT RECONCILIATION SERVICE

**PLEASE NOTE THAT THE ACCOUNT RECONCILIATION SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2 OR TIER 3 OF THE LYNX SERVICES.**

The Bank's Account Reconciliation Service ("ARP Service"), enables the Company to manage, track and reconcile payment activity in its Account(s). We offer both full and partial account reconciliation, as well as a deposit reconciliation service.

Our ARP Service applies only to checks issued by the Company from the Account(s) designated for the ARP Service and only to those checks that are presented for payment through customary interbank clearing methods. The Company acknowledges that customary interbank clearings do not include items presented for payment at a teller window, through an ATM or by mail. The Bank may, at its sole discretion, attempt to compare the Check Information (as hereafter defined) against such items, however, the Bank will not be liable for its failure or refusal to do so, even if the Bank has done so on previous occasions.

Company's enrollment in the ARP Service does not alter Company's obligations to regularly review its Account activity and promptly report to the Bank any errors, discrepancies or unauthorized transactions.

The Company shall electronically transmit to the Bank, no later than 10:00 p.m. ET on the business day that a check(s) payable on its Account(s) is issued, a file containing the following information for each check: check number, issue date, check amount, account number and any such other information that the Bank may require from time to time ("Check Information").

##### Full Reconciliation

Within five (5) business days after the close of the applicable Account statement cycle, the Bank will provide a reconciliation report package, including a consolidated balance sheet and check paid report, detailing the Company's account activity during the cycle.

##### Partial Reconciliation

Within five (5) business days, after the close of the applicable Account statement cycle, the Bank will provide a report package including a consolidated profile of checks paid and checks outstanding for the period.

### Deposit Reconciliation

With Deposit Reconciliation, if Company has multiple business locations depositing checks to a single account, the Bank will segregate the deposits by location. Company is required to use pre-encoded deposit tickets when making check deposits to the Account. The Bank will report the deposit information by location and in the aggregate within five (5) business days after the close of the applicable statement cycle.

The Company acknowledges that any reports issued by Bank in connection with the ARP Service are being provided solely as an accommodation to the Company and the Bank makes no representation or warranty regarding the accuracy of the information contained therein.

### E. POSITIVE PAY SERVICES

**PLEASE NOTE THAT THE POSITIVE PAY SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2 OR TIER 3 OF THE LYNX SERVICES.**

The Bank's Positive Pay Services ("Positive Pay Services") are designed to assist the Company in the timely identification of unauthorized or suspect check activity on its Accounts. The Bank offers the following three options within its Positive Pay Services: (i) Positive Pay; (ii) Payee Positive Pay and (iii) Reverse Positive Pay. Prior to commencing use of the Positive Pay Services, the Company must provide Bank with a test file and must do so in the form and within the time frame we require.

#### Positive Pay

The Company shall submit a check issue file ("Issue File") to the Bank by 10:00 p.m. ET on the business day on which the Company issues a check(s) that accurately contains the following information with respect to each check drawn on its Account since the last Issue Report was submitted: (a) account number; (b) check serial number; (c) dollar amount of each check and any other information the Bank may require (collectively, the "Issue Information"). For first time users of Positive Pay, a list of all outstanding checks as of that day must be sent to the Bank. The Issue File shall be electronically transmitted to the Bank in a format mutually agreed upon by the parties.

The Bank shall electronically compare the Issue Information with each check presented for payment ("Presented Item"). If the Issue Information matches the information on a Presented Item, the Bank is hereby authorized to pay such item. If any of the Issue Information does not match the information on a Presented Item, the Bank will identify the item as an exception item ("Exception Item"), and report it to the Company by sending an exception report ("Exception Report") specifying the item serial number, the item amount and the reason why the item is an Exception Item. The Exception Report will be made available to the Company electronically generally by 9:30 a.m. ET, or such other time as may be established by Bank from time to time, on the business day following the business day the Exception Item is presented for payment. The Company shall promptly review the Exception Report each business day. The Company must timely notify Bank whether to pay or return each Exception Item before 3:00 p.m. ET, or such other cut-off time as may be established by the Bank from time to time, on the same business day the Exception Report is made available to the Company. If Company fails to notify Bank of its instructions with respect to an Exception Item prior to the established cut-off time, the Exception Item will be paid or returned in accordance with the Company's default instructions. If no default instructions have been provided, the Exception Item will be returned.

#### Payee Positive Pay

Payee Positive Pay enhances the Bank's Positive Pay Service by additionally comparing the payee name from the Presented Item against the payee name on the Issue Information. As part of the Issue Information, Company will also include the payee name. When items are presented for payment, in

addition to comparing the check number and amount, the payee name will also be compared to the name presented in the Issue Information. Company will provide Bank with pay or return instructions for Exception Items that either do not have a payee match or that have a payee match but that do not match the MICR information provided by Company to Bank. In the event we are unable to perform the payee name comparison on any day that an item posts to your Account(s), the Payee Positive Pay Service will revert to Bank's Positive Pay service for that day.

#### Reverse Positive Pay

Reverse Positive Pay allows Company to review all checks presented against its Accounts. Each business day, Bank will electronically send Company a file with a list of checks presented for payment the previous business day ("Reverse Positive Pay Report"). Checks that are presented over the counter for deposit will appear on the Reverse Positive Pay Report made available to the Company the second business day after the day of deposit. Checks that are presented over the counter for encashment are not eligible for Reverse Positive Pay. The Reverse Positive Pay Report will be made available by 9:30 a.m. ET. Company shall compare the information on the Reverse Positive Pay Report to the Company's Issue Information. Company shall notify Bank no later than 3:00 p.m. ET whether to pay or return each item on the Reverse Positive Pay Report. If Company fails to notify Bank of its instructions with respect to an item on the Reverse Positive Pay Report prior to the established cut-off time, the Exception Item will be paid or returned in accordance with the Company's default instructions. If no default instructions have been provided, the Exception Item will be returned.

#### General Terms and Conditions Applicable to all Positive Pay Services

The Company acknowledges and agrees that by enrolling in and using the Positive Pay Services, each Presented Item will be processed as described herein and that Bank shall have no obligation to perform its customary or any other check verification procedures including, without limitation, inspecting any check for the presence of any number of designated signature(s) or determining whether any signature is authorized or valid. The Company further acknowledges and agrees that if Bank acts in accordance with the procedures set forth herein in paying items through the Positive Pay Services, Bank shall be deemed to have exercised good faith and ordinary care as defined by Articles 3 and 4 of the Uniform Commercial Code ("UCC") and Bank shall have no liability whatsoever in paying such item(s). With respect to any item dishonored or returned by Bank in accordance with Company's instructions, Company waives and releases any claim that the item is properly payable and any claim against Bank for wrongful dishonor under the UCC and any Other Agreement between Company and Bank or otherwise.

The Company understands that the Bank's Positive Pay Service may not identify counterfeit or duplicate checks. The Company agrees to promptly review all statements, returned items, reports and other check and transaction information that is made available to the Company, and to immediately report any identified discrepancies to the Bank.

Nothing herein shall affect the Bank's right to return any check if the Company's Account on which such check was drawn does not contain Available Funds to pay such item or if the Bank in its sole discretion determines that such item is not properly payable. Additionally, the Bank, may, without liability to the Company, refuse to pay any check presented for payment at any of the Bank's branch locations. If the Bank decides to pay an item presented for encashment at the teller line of one of its branch locations, the Company authorizes the Bank to pay such item based upon the Issue Information at the teller line. The Bank may charge a person who presents an item drawn on the Company's Account(s) a fee at the time of encashment.

Company acknowledges and agrees that Bank shall have no obligation to insure the receipt or accuracy of any information or data furnished by Company in connection with the Positive Pay Services and shall have no obligation to make any inquiry or initiate any follow-up investigation regarding the receipt or accuracy of such information or data.

The Company agrees that the Positive Pay Services are intended to be used to identify and return items which Company suspects, in good faith, are fraudulent, and are not intended to be used as a substitute for

Company placing stop payment orders on items which Company does not wish to be paid and which are not suspected as being fraudulent. If Bank suspects or concludes, in its sole discretion, that Company is using the Positive Pay Services in violation of the previous sentence, the Bank may require the Company to provide evidence that the items the Bank is being requested to return pursuant to Company's instructions are in fact fraudulent. Company shall be responsible for reimbursing Bank for any and all costs, expenses, losses (including, without limitation attorney's fees and court costs) that Bank may sustain on items returned under the Positive Pay Services which are not established to be fraudulent items.

The Company acknowledges that Company's failure to use the Positive Pay Services could substantially increase the likelihood of undetected fraudulent activity on its Accounts and that it is neither unreasonable nor unreasonable under the circumstances for us to require Company to use our Positive Pay Services upon request. Company agrees that if it fails to implement the Positive Pay Services following Bank's request that it do so, Company will be precluded from asserting any claim against Bank for paying an unauthorized, altered, counterfeit or other fraudulent item that the Positive Pay Services were designed to detect or deter, and Bank will not be required to re-credit your Account(s) or otherwise be liable to Company for paying such item.

#### F.WIRE TRANSFER SERVICES

**PLEASE NOTE THAT THE WIRE TRANSFER SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2 OR TIER 3 OF THE LYNX SERVICES.**

Through the Bank's Wire Transfer Services, the Company can electronically initiate domestic and international funds transfers ("Funds Transfer") from an Account(s) to a specified deposit account of the Company or a third party at the Bank or other financial institution. **PLEASE NOTE THAT COMPANIES ENROLLED IN TIER 2 OF THE LYNX SERVICES: (i) MAY ONLY USE THE WIRE TRANSFER SERVICES TO SEND WIRES DOMESTICALLY; AND (ii) ARE LIMITED TO FIVE (5) OUTGOING WIRE TRANSFERS AND TWO (2) INTRABANK TRANSFERS PER MONTH.**

The Bank may from time to time establish daily transaction limits for the total value of Funds Transfers that may be performed through the Wire Transfer Services by or on behalf of Company in any 24 hour period. Any Fund Transfers exceeding this aggregate limit need not be honored, but may, at the Bank's sole discretion, be honored. The Bank may change or cancel these transaction limits at any time without prior notice to Company, although the Bank will endeavor to notify the Company before the Bank does so.

The Company may use the Wire Transfer Services to initiate one-time Funds Transfers, or to create templates for Funds Transfers made on a repetitive basis which involve the same Company Account and beneficiary account. Templates created by the Company for repetitive transfers are the sole and exclusive responsibility of the Company. The Company agrees that the Bank shall have no liability to the Company for any loss or liability which the Company may incur after the Bank has executed a repetitive Funds Transfer including, without limitation, any loss or liability due to Company error in creating the template.

Upon receipt of instructions to initiate a Funds Transfer ("Payment Order") from the Company, the Bank is authorized and directed to execute such request and charge the appropriate Account for the amount thereof plus any applicable fees and charges. The Bank is further authorized, but has no responsibility, to receive incoming Funds Transfers for credit to the Company's Accounts and to post such funds to the Account(s) specified in the transfer instructions. All Payment Orders sent to the Bank shall be in the format specified by the Bank. The Company represents that all information set forth in a Payment Order shall be accurate and complete. In order to allow the Bank sufficient time to comply with a Payment Order on the business day it is received, the Company shall submit the Payment Order by 4:00 p.m. ET, or such other cut-off time that may be established by the Bank from time to time. Payment Order requests received on a non-business day or after 4:00 p.m. ET on a business day will be treated as being received on, and may be executed on, the next business day.



Payment Orders initiated by the Company through the Services shall be verified and approved by the Company prior to transmission of the Payment Order to the Bank. Company acknowledges and agrees that Company is responsible for any Payment Order and associated funds transfer, whether or not authorized, originated in accordance with the terms set forth in this Agreement. The Bank strongly recommends that the Company designate one (1) authorized user as the initiator of a Payment Order and at least one (1) authorized user as the approver of a Payment Order. The Bank further recommends that an authorized user not act as both an initiator and approver. Notwithstanding the Bank's recommendation, if the Company permits an authorized user to act as both the initiator and the approver, the Company hereby authorizes and directs the Bank to process a Funds Transfer initiated and approved by such authorized user. The Company acknowledges that not using a dual validation approval process substantially increases the Company's risk of liability for an unauthorized transaction. The Company hereby releases the Bank from and against any and all claims, losses and/or damages including, without limitation, attorney's fees, court costs and related litigation expenses, arising from or related in any way to the Company's waiver of the dual validation approval process recommended by the Bank.

The Bank, in its sole discretion, may execute Payment Orders in any order it determines regardless of the order in which they are received. The Bank may use any payment network, clearinghouse, correspondent, intermediary, agent or sub-agent (collectively "Correspondent") including, without limitation, the Fedwire Payment System ("FEDWIRE"), the Clearing House Interbank Payment System (CHIPS) and the Society for Worldwide Interbank Financial Telecommunications (SWIFT) as the Bank, in its sole discretion, determines is appropriate when processing a Funds Transfer. The Company acknowledges that the Bank's ability to execute a Funds Transfer is subject to the funds transfer systems rules and by the funds transfer system capabilities of each Correspondent. Once a Funds Transfer is accepted by a Correspondent, it is that Correspondent's responsibility to pay the funds to the beneficiary and complete the Funds Transfer and the Bank will no longer have any control over the funds. The Bank is not responsible or liable for any delay in processing a Funds Transfer or making funds available to the beneficiary including, but not limited to, if related to a Correspondent's fraud and/or sanctions screening procedures or compliance with the Bank Secrecy Act, OFAC requirements or other similar laws or regulatory requirements. The Company understands and agrees that FX International Funds Transfer (hereafter defined) transactions may not be future dated. If the Bank informs Company of any "value date" or estimated date that a Funds Transfer may arrive at the beneficiary's bank, Company understands that such information is an estimate only based on information available at the time of the Payment Order, and Bank provides no promise or guarantee that the Funds Transfer will be deposited in the beneficiary's account by that date. Incoming Funds Transfers are conditional upon settlement and the Bank has no responsibility to accept any such transfers for the Company's benefit or pay the Company the amount of such incoming Funds Transfer until the Bank receives final settlement. Should the Bank not receive such final settlement, the Company authorizes the Bank to reverse any such Funds Transfer. If there are not sufficient collected funds in the Account, the Company agrees to refund all amounts the Bank paid to the Company relating to the transfer.

If the Company requests that United States Dollars be sent to a beneficiary, beneficiary institution or other institution located outside of the United States, the Bank or any Correspondent may automatically convert the Funds Transfer from U.S. Dollars to the currency of the country of the beneficiary's financial institution, unless the Company instructs us otherwise ("Auto Convert"). The rate of exchange will be the applicable rate in effect at any point in the processing chain as determined by either the Bank or its designated Correspondent in its discretion. The Company agrees to accept the resulting determination of the currency exchange rate. Alternatively, when a beneficiary's bank (or its correspondent bank) converts a U.S. Dollar transaction into a foreign currency, such conversion shall be subject to rates and fees assessed by such banks and may be further subject to various local laws and practices. The Bank has no control over those rates, fees or conditions, and the Company authorizes the Bank to process any resulting changes or credits to the Company's Account. In the event that the Company's wire is automatically converted by the Bank or its designated Correspondent, and the foreign beneficiary requires the payment to be received in U.S. Dollars, the wire will be re-converted by our designated Correspondent and settled in U.S. Dollars.

If Company requests a Funds Transfer in a currency other than U.S. Dollars ("FX International Transfer"), the Bank will debit the Account for the amount requested in U.S. Dollars for the amount of the transfer requested based upon the exchange rate for that foreign currency. The Company acknowledges that a FX International Transfer must be based on a currency that we trade in. For a current list of currencies, we trade in, please contact your Treasury Management Officer. A daily exchange rate for each currency we

trade in will be set and published each business day. The exchange rate will be based upon customary retail exchange rates reflecting market conditions, which will be different from the wholesale (bank-to-bank) published rates. Those rates will be applied to all transactions initiated on the same day unless the Company contacts the Bank to request a custom rate quote. Any exchange rates quoted are subject to change without notice until accepted by the Company. The Bank reserves the right to correct any misquoted or mistaken rates including, without limitation, the right to substitute the correct exchange rate or decline to process the wire transfer. Acceptance of the exchange rate by the Company is an irrevocable agreement to complete the transaction. The Company will be liable for any and all losses, costs, commissions, fees and damages incurred and/or paid by the Bank if the transaction is not completed, if the foreign exchange transaction is reversed or if the transaction is cancelled.

The Company understands that Auto Convert and FX International Transfer transactions are subject to transactional, sovereign and other risks including, without limitation, applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions, trade restrictions and embargoes, time-zone issues, and cultural differences with respect to holidays and times of observation, and the Company agrees to assume and bear all such risks. Neither the Bank nor any of its Correspondents shall be responsible for any liability the Company may incur if its currency exchange rates are different from rates offered or reported by third parties, or offered by the Bank or our Correspondents at a different time, at a different location or for a different transaction amount.

If an Auto Convert or FX International Transfer wire is returned for any reason, we will convert the payment back to U.S. Dollars at our then current buying rate, less any fees and expenses including, without limitation, any Correspondent or beneficiary bank fees, and re-credit such amount to the Company's Account. The Company agrees to accept this amount as a full refund, even if it is less than the original amount the Bank transferred.

All Payment Orders are subject to verification. The Company covenants that all Funds Transfers originated by or on behalf of the Company shall comply with the terms of this Agreement. The Company further covenants that all Funds Transfers initiated by or on behalf of Company shall comply with all applicable laws, rules and regulations including, without limitation Article 4A of the Uniform Commercial Code and all anti- money laundering and exchange control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). The Bank, without any liability to the Company, is under no obligation to honor either in whole or in part, any Payment Order or associated Funds Transfer that (i) it is unable to obtain proper and satisfactory verification of such Payment Order; (ii) there is any inconsistency between a Payment Order and information previously supplied to the Bank; (iii) a Payment Order is not initiated in accordance with the Bank's Security Procedures; or (iv) there are insufficient or uncollected funds in the Account specified in the Payment Order. Additionally, the Bank shall be excused from failure to transmit a Funds Transfer or delay acceptance of a Payment Order if the Bank is required to take or refrain from such action by any legal, regulatory or governmental authority, or if the Bank reasonably believes that such action may violate any applicable laws, rules or regulations, including, without limitation any regulations issued by OFAC. In such event the Company irrevocably agrees that the Bank may retain any monies transmitted to the Bank, which monies shall not bear interest. The Company further agrees that the Bank may retain such monies until the Bank receives a written release from the appropriate legal, regulatory or governmental authority, or may pay such monies to the appropriate legal, regulatory or governmental authority, if and when required by law. The Bank may disclose or make information available to such legal, regulatory or governmental authorities concerning any Payment Order or associated Funds Transfer as the Bank reasonably believes is necessary or appropriate. Notwithstanding anything to the contrary contained herein, the Bank, in its sole discretion, except when prohibited by applicable law, may reject any Payment Order it receives from the Company for any reason.

The Company is responsible for the accuracy of all information in a Payment Order. The Company understands and agrees that in the event that the Company submits a Payment Order which identifies the beneficiary by both name and a unique numeric or alpha- numeric identifier (e.g. CHIPS UID, FEDWIRE RN, SWIFT BIC, or ABA account number), the Bank, our Correspondents, the beneficiary's financial institution and any other banks participating in the Funds Transfer, may rely solely on the unique identifier, even if it identifies a party different from a party named within the Payment Order, and such reliance shall be binding upon the Company. Neither the Bank, our Correspondents, the beneficiary's financial institution

nor any other participating banks shall have any liability for executing any Payment Order, even if it has knowledge of the discrepancy or inconsistency.

If the Bank receives notice that a Funds Transfer transmitted by the Bank has been rejected by a Correspondent, a beneficiary bank or another bank participating in the Funds Transfer, the Bank shall endeavor to notify the Company of such rejection including the reason given for rejection. Upon rejection, the Bank shall have no further obligation to act upon a Payment Order, nor shall the Bank have any liability to the Company due to rejection by another person in the Funds Transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any Funds Transfer.

Once Company provides a Payment Order to Bank, Company cannot cancel or amend the Payment Order. If the Company requests cancellation or amendment of a Payment Order, although Bank has not obligation or duty to do so and makes no representation or warranty as to its ability to do so, the Bank may use reasonable efforts to assist Company to attempt to cancel or amend a Payment Order, but the Bank shall have no liability if such cancellation or amendment is not effected for any reason.

The Company directs and authorizes the Bank, subject to the terms of this Agreement, to debit the amount of any Payment Orders issued by, or in the name of the Company, plus applicable fees and charges from the Company's Account and to transmit such amounts in accordance with such orders. In the event that any Payment Order exceeds the amount of Available Funds in the Account, the Bank, may, but is not obligated to, execute such Payment Order. If the Bank elects to perform such a transaction, the Company shall remain liable for all amounts transferred including, without limitation, funds transferred in excess of Available Funds in the Account. In such event, the Bank may charge the Account or any other account the Company maintains with the Bank at any time for payment of the overdraft and applicable costs and expenses.

#### G. REMOTE DEPOSIT CAPTURE SERVICES

**PLEASE NOTE THAT THE REMOTE DEPOSIT CAPTURE SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2 OR TIER 3 OF THE LYNX SERVICES.**

Through the Bank's Remote Deposit Capture Services, the Company may, from time to time, capture an electronic image of a check and transmit that image to the Bank over the internet through a web-based interface for deposit to a Company Account (the "RDC Services").

To be eligible to enroll in and use the RDC Services, the Company must be approved by the Bank. The Company agrees to provide the Bank with such financial, business and operating information as the Bank may reasonably request in connection with the Bank's approval process. If approved, the Company shall be responsible, at the Company's sole cost and expense, for acquiring and installing any hardware, including, but not limited to, a personal computer and an image scanner (the "Equipment") required to access the RDC Services. The Company must use Equipment that meets the Bank's technical requirements. The Company acknowledges and agrees that it is solely responsible, at the Company's cost and expense, for the use, operation, performance and maintenance of all Equipment. The Company further acknowledges and agrees that it will perform or cause to be performed all vendor recommended maintenance, repairs, upgrades and replacements by properly trained personnel. The Bank shall not be liable to the Company for any malfunction, non-function, inaccuracy or other failure of the Equipment used by the Company to access the RDC Services, regardless of whether the Bank approved such equipment.

The Company agrees to use the Equipment in a manner consistent with the terms of this Agreement and for no other purpose. The Company shall be responsible for installing and implementing any changes and upgrades to the Equipment that may be required by the Bank within five (5) days of notification thereof to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the RDC Services. The Company shall be responsible for training its own employees on how to use the Equipment and RDC Services.

The Company agrees that it will only submit checks for processing through the RDC Services that meet

the definition of a “check” set forth in Federal Reserve Board Regulation CC, as amended from time to time (“Regulation CC”), and only those checks that are permissible under this Agreement, or such other items that Bank, in its sole discretion, elects to include in the RDC Services. The Company further agrees that it shall not process any Non-Qualifying Items through the RDC Services. For purposes of this Agreement the term “Non-Qualifying Items” shall be deemed to be any check that (a) is payable to any person or entity other than the person or entity that owns the account that the check is being deposited into, (b) contains an alteration on the front of the check or the Company knows or suspects, or should have known or suspected, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (c) is payable jointly, unless deposited into an account in the name of all payees, (d) is a “substitute check”, including previously truncated and reconverted substitute checks, or is a “remotely created check”, or an “electronically created item” as such terms are defined by Regulation CC, (e) is a savings bond, (f) is drawn on a financial institution located outside of the United States, (g) is not payable in United States currency, (h) is dated more than 6 months prior to the date of deposit and (i) is payable on sight or payable through drafts, as defined in Regulation CC. In the event that a Non-Qualifying Item is processed through the RDC Services, such processing shall not constitute a waiver by the Bank or obligate the Bank to process any other Non-Qualifying Items through the RDC Services in the future. If the Company deposits a Non-Qualifying Item, the Company agrees to reimburse the Bank for any losses, costs and expenses, including, without limitation, reasonable attorney’s fees, court costs and related litigation fees and expenses, the Bank may incur in connection with any warranty or indemnity claims.

The Company bears sole responsibility for the care and security of any original paper items in its possession. In this regard, Bank strongly recommends that Company insert the following above its endorsement on each original item that is scanned for transmission through the RDC Services: FOR DEPOSIT ONLY AT BANKUNITED, N.A., ACCOUNT NUMBER [NUMBER]. The Company shall scan and capture the image of the front and back of each check as well as the MICR (Magnetic Ink Character Recognition) encoding line on each check (“Image”). The Company shall ensure that all Images meet the American National Standards Institute (“ANSI”) standards for image quality required by Regulation CC, and with any requirements set by the Federal Reserve Board, any other regulatory agency with jurisdiction over Bank, or any clearing house or association that Bank uses or agreement Bank has with respect to processing checks. Each Image shall be of such quality that the following information can be clearly read:

1. the amount of the check;
2. the payee of the check;
3. the signature of the drawer of the check;
4. the date of the check;
5. the check number;
6. the information identifying the drawer and the paying institution that is preprinted on the check, including the MICR line, the routing transit number, and the account number on which the check is drawn; and
7. all other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The Company shall inspect and verify the quality of Images and ensure that the digitized images are legible for all posting and clearing purposes. Please note that we do not recommend using the RDC Services for the deposit of money orders or travelers checks. Any money orders or travelers checks deposited using the RDC Services shall be at Company’s sole risk. If Company elects to deposit a money order or travelers check through the RDC Services, the order must have been delivered to, received by, and deposited by Company in the ordinary course of Company’s business. Company must handwrite the amount of the money order on the face of the instrument prior to scanning the item. The Company agrees that it shall be responsible for depositing any checks or other items that do not meet image quality standards directly at the Company’s branch of account. After capturing the Images, the Company shall transmit one or more files containing such Images and all required information (“Batch”) to the Bank in accordance with the reference materials (a copy of which have been provided to the Company) as same may be amended from time to time. Together with each Batch, the Company shall also transmit a control total reflecting the aggregate amount of the checks in the Batch for deposit. The Company shall be solely liable for any Batch or Images that are not received by Bank or are intercepted or altered by an unauthorized third party.

Batch file transmissions will be deemed to have been deposited only when the file is actually received and

accepted for processing by the Bank. Files received by the Bank prior to 7:30 p.m. ET on a business day shall be deemed to have been received on that day. Files received after the 7:30 p.m. ET cutoff time on a business day, or at any time on a day that is not a business day shall be deemed to have been received on the following business day.

A Batch will be deemed to have been received and accepted by the Bank for deposit when all of the following have occurred: (i) the Bank has preliminarily verified that the image quality of the checks is acceptable to the Bank in its sole discretion; (ii) all information is complete and the deposit totals balance to the information provided for the Batch. Subject to the provisions of this Agreement, the Bank shall provisionally credit the appropriate Company Account based upon the information provided by the Company. All items submitted through the RDC Services, however, shall be subject to the Bank's verification and final inspection and may be rejected by the Bank in its sole discretion without liability. The Company shall be responsible for verifying the Bank's receipt of a Batch by confirming that deposits have been posted to the appropriate Account. The Bank shall have no obligation to notify Company of the rejection of a Batch or any Image in a Batch but will make reasonable efforts to do so. Funds from items processed pursuant to this Agreement will be made available for withdrawal in accordance with Bank's Funds Availability Disclosure, as same may be amended from time to time.

The Bank in its sole discretion shall determine the manner in which items shall be presented for payment to the financial institution on which the original check is drawn or through which it is payable (the "Drawee Bank"). If the Bank converts a digitized image to a substitute check, that substitute check will be presented to the Drawee Bank through the check collection channels that the Bank would otherwise use to present a check to the Drawee Bank. If the Bank elects to process the item as an image exchange item, the Bank will forward the item for presentment to the Drawee Bank through the electronic item collection channels that the Bank would otherwise use to present an electronic item to the Drawee Bank. All such processing and presentment shall be done in accordance with timelines established by the Bank from time to time.

The Bank may from time to time establish exposure limits, including per deposit limits and daily deposit limits for the total value of Images that may be deposited through the RDC Services by or on the Company's behalf in any 24-hour period. Any Batches exceeding this aggregate limit need not be honored, but may, at the Bank's sole discretion, be honored. The Bank may change or cancel these deposit limits at any time without prior notice to Company, although the Bank will endeavor to notify the Company before the Bank does so.

If any item previously deposited by the Company is dishonored and/or returned unpaid for any reason, the Company acknowledges and agrees that the original item will not be returned, and the Company shall only be entitled to receive back a copy of a substitute check representing the returned deposited item. In the event that the Company requests that a returned item be re-presented, the Company may only redeposit the substitute check and not the original check, regardless of whether such original check has not yet been destroyed by the Company, at a bank branch location. Company acknowledges and agrees that any original items for redeposit shall not be processed through the RDC Services.

With respect to each and every item presented electronically for deposit through the RDC Services, the Company represents and warrants to the Bank as follows: (a) the Image completely and accurately represents all of the information on the front and back of the check as of the time the Company converted the check to an Image including, without limitation the data contained in the MICR line of the check; (b) the Image contains all necessary endorsements; (c) neither the checks nor the Images contain any alterations; (d) all signatures on items transmitted are authentic and authorized; (e) there will be no duplicate presentment of a check in any form, including an Image; (f) the Company makes all encoding, transfer, presentment and other warranties that the Bank is deemed to make under applicable law, including, without limitation, those that would have applied had Company deposited the original paper item, and those made under the UCC, Regulation CC, and the rules of any image exchange network or clearinghouse; (g) each drawer of a check that has been converted to an Image was properly notified that the check may be converted; (h) no subsequent transferees of the item(s) including, but not limited to, the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as a result of the fact that the Image was presented for payment or returned instead of the original item; (i) all information provided by the Company to the Bank is true, accurate and complete and properly reflects the business, financial conditions and principal partners, owners or officers of the Company; (j) the Company is not engaged or

affiliated with any businesses, products or methods of selling other than those disclosed by the Company to the Bank; (k) the Company is authorized to enter into and perform its obligations under this Agreement; (l) all checks and business transactions of the Company are, and will be, bona fide, and the Company is a person authorized to collect each item transmitted; (m) after submission of the Image, the Company will not deposit with us or any other deposit taking institution, or otherwise negotiate, endorse or transfer the original item (unless we have notified Company that the Image was not accepted for deposit or that the Image or any substitute check created from the Image is refused by the financial institution upon which it is drawn); (n) no person will receive a transfer, presentment or return of, or otherwise be charged for, the original item, an electronic check or electronic returned check, a substitute check, or a paper or electronic representation of a substitute check such that the person will be asked to make payment based on an item it has already paid; (o) neither the Image nor the original item has been previously submitted or deposited with us or with any other person or entity; (p) after an Image has been transmitted to Bank, Company will not have the item stopped or cancelled or have a replacement issued; (q) there is no action, suit or proceeding pending or to the Company's knowledge threatened which, if decided adversely would impair the Company's ability to carry on its business substantially as now conducted or which would adversely affect the Company's financial condition or operations; (r) the Company conducts its business and submits checks and files in strict compliance with this Agreement and with all applicable laws, rules and regulations; and (s) no checks and files contain any computer viruses or other harmful, intrusive or invasive codes.

The Company shall bear sole responsibility for secure storage and destruction of each original check submitted through the RDC Services. Company should retain the original checks for only that amount of time (but no fewer than 60 days) that Company deems necessary for its internal business needs or for such time that is required by and in accordance with applicable law, statute or regulation. Company understands and agrees that it must use a high degree of care to protect these items against security risks. These risks include, without limitation: (i) theft or reproduction of the original checks for purposes of presentment for deposit after the original checks have already been presented for deposit via the RDC Services; and (ii) unauthorized use of information derived from the original checks. During the period that Company maintains the original items, Company agrees to promptly produce (but in any event within five (5) business days) the original of, or a legible copy of the front and back of, any check deposited using the RDC Services upon Bank's request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item or as the Bank may otherwise reasonably require. The Company shall take appropriate security measures to safeguard the originals of such items until they are destroyed in order to prevent duplicate deposit of items and employee fraud. The Company shall use a commercially reasonable method consistent with Regulation CC to permanently destroy each original check after the expiration of the sixty (60) day retention period.

The Company acknowledges that it is responsible for establishing a contingency plan in the event of system failure or other interruption in the RDC Services. Such plan may, for example, include the manual deposit of checks directly at one of the Bank's branch office locations. The Bank shall have no liability of any kind related to or as a result of the Company's failure to establish a commercially reasonable contingency plan.

In addition to the other indemnification requirements set forth in this Agreement, Company agrees to indemnify, defend and hold Bank harmless from and against any and all actions, proceedings, liabilities, losses, claims (including, without limitation, warranty claims), costs, expenses and attorney's fees relating to or arising in connection with: (a) Bank processing of items or debiting or crediting the account of any person in accordance with this Agreement or Company's instructions; (b) Company's actions or omissions including, without limitation, a breach of any representation or failure to comply with this Agreement by Company; (c) any misuse or the RDC Services by Company, its employees or agents; (d) actions by third parties (such as the introduction of a virus) that delay, alter or corrupt the transmission of any Images or information to Bank; (e) the failure to act or delay by any financial institution other than Bank; or (f) any claim by a recipient of a substitute check (or a check in electronic form) that the recipient incurred a loss due to (i) the receipt of the substitute check (or the check in electronic form) instead of the original check, or (ii) multiple payments with respect to the same original check, based on any combination of the original check, the substitute check, and/or a paper or electronic copy of either. This indemnity shall survive termination of this Agreement.

Within five (5) days of any termination of the RDC Services or this Agreement, Company will, at Company's  
Revised 05/2021

expense, promptly return to the Bank any Equipment provided or owned by the Bank, together with any materials relating to the RDC Services in its possession or under its control.

#### H. BALANCE REPORTING SERVICES

Through the Bank's Balance Reporting Services, the Company can obtain electronic access to account information, reports and data with respect to the Accounts enrolled in the LYNX Services. The Bank reserves the right to modify the information and detail available through the Balance Reporting Services at any time. The Bank will provide notice to the Company of any such changes or modification to the extent such notice is required by applicable law.

#### I.

#### . INTERNAL TRANSFER SERVICES

Through the Internal Transfer Services, the Company may initiate internal transfers of funds to or from its Accounts at the Bank. The Company authorizes the Bank to charge its designated Accounts for all transfers that the Company initiates through the Internal Transfer Services.

A transfer request submitted and accepted by the Bank by 9:00 p.m. ET, or such other cut-off time that may be established by Bank from time to time, on a business day that we are open will be processed that same business day. A transfer request received on a non-business day or after 9:00 p.m. ET on a business day will be treated as being received on the next business day the Bank is open for business.

The Bank shall not be obligated to make any transfer the Company may request unless there are sufficient Available Funds or available credit in the Company's Account to cover the transfer. If a transfer is rejected due to insufficient Available Funds or available credit in the Company's Account, an exception notice will be presented to the Company through the LYNX Services. If the Company desires to retry the transfer, the Company must submit a new request. The Bank shall not, and shall not be obligated to, automatically retry any rejected transfer.

The following additional terms shall apply with respect to transfers to or from a Credit Account made through the Internal Transfer Services:

(i) Only current regularly scheduled loan payments, principal reduction payments and advances in an amount equal to or less than the amount available for disbursement may be made to or from a Credit Account. PAST DUE OR FUTURE PAYMENTS TO A CREDIT ACCOUNT MAY NOT BE MADE THROUGH THE INTERNAL TRANSFER SERVICES.

(ii) Transfers to a Credit Account may be made in amounts up to the available balance in the Account from which the funds are to be transferred.

(iii) Transfers from a Credit Account, including, without limitation, the minimum or maximum amount available for withdrawal, are subject to the terms of the Company's existing credit agreements with the Bank. Transfers may not be immediately available for viewing online.

#### K. STOP PAYMENT SERVICES

Through the Services, the Company may request a stop payment on any checks written on the Accounts which have not yet been paid by the Bank. All stop payment requests entered through the Services shall be deemed a written stop payment within the meaning of the UCC and shall be valid for a period of one (1) year from the date entered, unless otherwise renewed by the Company. All such renewals must be in writing and shall be in the form and substance required by the Bank. A fee in accordance with the Bank's Schedule of Fees will be assessed to the Account for each stop payment request. No stop payment request

will be effective against a check that has been paid prior to the time that the Bank has both received the request and has had a reasonable period of time to act upon the request. The Company agrees to indemnify and hold the Bank harmless from and against any and all costs and expenses including, without limitation, attorney's fees, court costs and related litigation costs and expenses, incurred by the Bank for refusing payment on all items upon which a stop payment request is placed and further agrees not to hold the Bank liable for payment contrary to any such request if the same occurs through inadvertence, accident or oversight.

#### L. ONLINE BILL PAY SERVICES

Please refer to our Online Bill Payment Terms and Conditions for Business Accounts for the terms and conditions which govern these services.

#### BUSINESS MOBILE APP

The Business mobile application, is a customized app designed specifically for smartphones and similar devices. This business financial information management service will allow you to access your account(s) information and perform limited functions within the application. Please refer to our Business Mobile Application User Agreement for the terms and conditions which govern these services.

**PLEASE NOTE THAT THE BUSINESS MOBILE APP SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN BANKUNITED'S ONLINE TREASURY MANAGEMENT SERVICES.**

#### ACCOUNT LINKING SERVICES

Through the Account Linking Services, Company may request to have the following personal and business accounts linked to the Company's Account within the LYNX Services: (i) the eligible personal accounts of an Owner and/or (ii) the eligible business accounts of another entity that has authorized Company to access its account information and/or effect transactions on its accounts. Notwithstanding the foregoing, Company acknowledges and agrees that Bank may, in its sole discretion, refuse to link any personal account or business account without liability hereunder.

In connection with a request to link accounts, Company agrees to provide Bank with such documentation that Bank may reasonably request including, without limitation the Bank's account linking authorization form completed and executed by all Owners. Additionally, at any time during which the Account Linking Services are activated, Company agrees, upon request, to promptly provide to Bank any and all documentation reasonably requested evidencing all ownership interests in the Company and Company's authority to link such Accounts.

By using the Account Linking Services, Company, on its behalf and on behalf of each and every Owner understands, acknowledges and agrees that any person who has access to the LYNX Services has the ability: (i) view all Accounts linked within the LYNX Services, (ii) conduct transfers to and from such Accounts including, without limitation, transfers to and from personal accounts and business accounts, and (iii) perform any other function as may be available through the LYNX Services of any Accounts. Notwithstanding the foregoing, Company, on its behalf and on behalf of each and every Owner, understands, acknowledges and agrees that in no event shall any person who has access to the LYNX Services be permitted to conduct transactions using the Wire Transfer Services from any personal accounts through the LYNX Services.

The Bank shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any transaction, order, instruction or entry performed through the Account Linking Services including, without limitation, whether a transaction was authorized, the purpose of the transaction, the amount of the transfer, or the application of any funds transferred, even if such transfer will result in payment to the Company, or any Owner, officer, employee, agent, authorized signatory, user or any other person. COMPANY UNDERSTANDS AND AGREES THAT COMPANY IS RESPONSIBLE FOR ANY PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS, WHETHER AUTHORIZED OR



UNAUTHORIZED, AND WITHOUT REGARD TO THE SIGNING AUTHORITY, PERFORMED ON ANY ACCOUNTS USING THE ACCOUNT LINKING SERVICES AND AGREES TO RELEASE AND FOREVER DISCHARGE THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUBSIDIARIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES AND CAUSES OF ACTION, WHETHER IN LAW OR IN EQUITY, WHICH MAY NOW EXIST OR MAY HEREAFTER EXIST AGAINST THE BANK ON ACCOUNT OF OR ARISING OUT OF THE ACCOUNT LINKING SERVICES OR ANY TRANSACTION, WHETHER AUTHORIZED OR UNAUTHORIZED, PERFORMED THROUGH THE ACCOUNT LINKING SERVICES.

Company agrees to immediately notify the Bank in writing if its authority to access or effect transactions on an Account changes or if it desires to de-link any Account. Such notice shall include the name, account number and taxpayer identification number of the Account to be de-linked. Bank shall not be liable to Company, any Owner or any other person for any transactions performed on such Account before the Bank has received such notice and has had a reasonable opportunity to act thereon.

#### **ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR PERSONAL ACCOUNTS**

##### Your Liability for Unauthorized Transfers or Payments (Personal Accounts)

If you permit other persons to use your Credentials, you are responsible for any transactions they authorize from your personal accounts. If you believe your Credentials has been lost, stolen or compromised or that someone has made payments, transferred or may transfer money from your personal account without your permission, notify us AT ONCE, by calling our Client Care Center at (877) 779-BANK (2265) or writing us at:

BankUnited, N.A.  
Operations/EFT Error 7815 NW  
148<sup>th</sup> Street  
Miami Lakes, Florida 33016

If you telephone us, we may require that you send us written confirmation of your notice to be received within ten (10) business days of your phone call. You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary in order to assist us in resolving your claim or dispute.

Tell us AT ONCE if you believe your Credentials has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping possible losses to a minimum. If you do not do so, you could lose all the money in each of your Accounts, including, the available balance in any credit account. If you tell us within two (2) business days after you discover the loss or theft, you can lose no more than \$50 if someone gained access to and used your Credentials without your permission.

If you do NOT tell us within two (2) business days after you discover the loss or theft of your Credentials and we can prove that we could have stopped someone from using your Credentials without your permission, if you had told us, you could lose as much as \$500.

Also, if any account statement shows transactions that you did not make and you do not contact us within sixty (60) days after the statement was transmitted to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or an extended hospital stay, kept you from telling us, we may extend the time periods.

##### Our Liability for Failure to Complete Transactions (Personal Accounts)

If we do not complete a transaction on time or in the correct amount, when property instructed by you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions.

We will not be liable for example:

- i. if, though no fault of ours, there are insufficient funds in your personal account to complete the transaction or the account has been closed
- ii. the funds in your personal account are unavailable
- iii. the funds in your personal account are subject to legal process
- iv. we have reason to believe that the transaction requested is unauthorized
- v. your operating system or software was not functioning properly at the time you attempted to initiate such transaction and it was evident to you at the time you began the transaction
- vi. the failure is due to a loss of power or internet connectivity during your session where you were not provided, or did not record, your transaction confirmation
- vii. the failure was due to circumstances beyond our control such as fire, flood, act of God, power outage and the like
- viii. you attempt to complete a transaction that is not a permissible transaction
- ix. you have not provided us with complete and correct information or properly followed our procedures on how to complete a transaction

This list of examples is meant to illustrate circumstances under which we would not be liable for failing to make a transaction and is not intended to list all of the circumstances where we would not be liable.

#### In Case of Errors and Questions about your Accounts (Personal Accounts)

If you think your statement is wrong, or if you need more information about a transaction listed on it, please call us at (877) 779-BANK (2265) or write to us at:

BankUnited, N.A.  
 Operations/EFT Error 7815 NW  
 148<sup>th</sup> Street  
 Miami Lakes, Florida 33016

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following information:

1. Your name and account number;
2. A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
3. The amount of the suspected error.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than thirty (30) days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the United States, the forty-five (45) day period is extended to ninety (90) days. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. If you tell us verbally, we may require that you send your complaint or questions in writing within ten (10) business days to the above address. If we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we credited your account, you must repay us if we conclude no error has occurred.

#### **UNLAWFUL TRANSACTIONS**

The Company agrees not to use the LYNX Services for any illegal or unlawful purpose. The Company

further acknowledges and agrees that the Bank has no obligation to monitor or review the Company's transactions for legality and that the Bank may presume that all of the Company's transactions are legal in all applicable jurisdictions. The Bank reserves the right however, to decline any transaction that it believes is an illegal transaction or a high-risk transaction in any applicable jurisdiction. The Bank is not responsible for the recovery or reimbursement to the Company of any funds transferred in connection with any authorized transaction that is determined to be illegal.

Company further agrees that the LYNX Services shall not be used in locations prohibited under United States laws and regulations including, without limitation, laws and regulations issued and administered by the United States Treasury Office of Foreign Assets Control

The Company further agrees not to use any Account(s) or any of the LYNX Services to engage in any internet or online gambling transaction, including, without limitation, those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq. The Bank reserves the right to decline any transaction that it believes is an internet or online gambling transaction.

### **REPRESENTATIONS AND WARRANTIES**

THE COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THE LYNX SERVICES AND ANY OF THE SPECIFIC SERVICES IS AT COMPANY'S SOLE RISK. THE LYNX SERVICES AND THE SPECIFIC SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS, AND THE COMPANY'S RIGHTS AND REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE. THE BANK AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM, AND THE COMPANY HEREBY WAIVES AND RELEASES THE BANK, ITS THIRD PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY KIND, OBLIGATIONS AND LIABILITIES, RELATING TO THE LYNX SERVICES OR ANY OF THE SPECIFIC SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, QUALITY, ACCURACY, SUITABILITY, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE, OR COURSE OF PERFORMANCE.

THE BANK MAKES NO REPRESENTATION OR WARRANTY THAT THE LYNX SERVICES OR ANY OF THE SPECIFIC SERVICES WILL MEET THE COMPANY'S REQUIREMENTS OR EXPECTATIONS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE BANK FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE LYNX SERVICES IS OBTAINED AT COMPANY'S OWN DISCRETION AND RISK, AND THE BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE COMPANY'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO COMPUTER VIRUS OR OTHERWISE. THE BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY THIRD-PARTY INFORMATION OR DATA THAT THE COMPANY OBTAINS THROUGH THE USE OF THE LYNX SERVICES.

ACCOUNT ACCESS THROUGH THE LYNX SERVICES IS SEPARATE AND DISTINCT FROM COMPANY'S EXISTING SIGNATURE ARRANGEMENTS FOR ITS ACCOUNTS. THEREFORE, WHEN COMPANY GIVES AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE LYNX SERVICES, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF THE LYNX SERVICES. BANK SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY BANK THROUGH THE LYNX SERVICES, AND TO ACT ON SUCH INSTRUCTIONS.

THE BANK MAY PERIODICALLY AMEND, ADD, DELETE, UPDATE OR ALTER THE LYNX SERVICES  
 Revised 05/2021 29

OR ANY OF THE SPECIFIC SERVICES INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BANK ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE AND SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE SITE.

THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND COMPANY'S PARTICIPATION IN THE LYNX SERVICES.

### **INDEMNIFICATION BY COMPANY**

In consideration of the LYNX Services to be provided hereunder, the Company agrees to indemnify and hold the Bank, its officers, directors, employees, parent, subsidiaries, affiliates, representatives, agents, and each of their respective successors and assigns harmless from and against all liability, claims, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and related litigation costs and expenses, incurred by the Bank in connection with the provision of the LYNX Services or any Specific Services by the Bank, or in any action between the Bank and the Company or any action between the Bank and any third party, arising out of or concerning the LYNX Services, any Specific Services or this Agreement, except if such liability or expense results solely out of the Bank's gross negligence or willful misconduct. The Company's indemnification obligation shall survive termination of this Agreement and termination of Company's participation in the LYNX Services.

### **INTERRUPTIONS IN SERVICE**

The Bank may, at any time and from time to time, revise, update, modify or discontinue, in whole or in part, the LYNX Services or any Specific Services. The Bank will endeavor to provide the Company with prior notice of such changes (by posting a notice of such changes on the Site) but we cannot guarantee that such notice will be provided.

### **SECURITY INTEREST**

To secure all obligations of the Company to the Bank arising from this Agreement, the Company grants to the Bank a security interest in all Accounts of the Company at the Bank, whether now or hereafter established by or for the benefit of the Company, and all funds in those Accounts. This security interest shall survive termination of this Agreement and termination of Company's participation in the LYNX Services. This security interest is supplemental to and not in lieu of any security interest granted by the Company to the Bank pursuant to any other agreement.

### **COMPLIANCE WITH LAW**

The Company shall comply with all laws, rules and regulations applicable to the Company's use of the LYNX Services and any of the Specific Services including, without limitation, Regulation CC, Federal Reserve Board Regulation J, the UCC, the Unlawful Internet Gambling Enforcement Act, any rules established by an image exchange network through which items are processed pursuant to this Agreement and any data protection requirements imposed under applicable federal, state and local laws, rules and regulations. The Company shall be responsible for fulfilling any compliance requirement or obligation that the Bank and/or Company may have with respect to the LYNX Services and any of the Specific Services under all applicable U.S. federal and state laws, rules and regulations including, without limitation sanction laws administered by OFAC and other requirements relating to anti-money laundering including, without limitation the federal Bank Secrecy Act, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such acts, as each may be amended from time to time.

### **UPDATES**

The Company shall provide written notice to the Bank of any changes to the information provided by the Company to the Bank including, without limitation, additional locations, any change in business, any new business, any change to the identity or principals and/or owners, any change to the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by the Bank within five (5) business days of the change. The Company shall provide any additional

information requested by the Bank within five (5) days of such request. The Bank retains the right to (i) review the Company's files and business activities from time to time to confirm the Company is conducting business as stated by the Company when entering into this Agreement and (ii) re-price or terminate the LYNX Services or any Specific Service based on changes to information previously provided by the Company to the Bank.

### **TERMINATION**

Either the Bank or the Company may terminate this Agreement upon thirty (30) days prior written notice. Additionally the Company acknowledges and agrees that the Bank may immediately terminate or suspend access to the LYNX Services without notice to the Company if any of the following occurs: (a) the Company becomes insolvent, files or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in the Company's business or financial conditions; (c) the Bank has reason to believe that the Company has engaged in fraudulent or illegal activity; (d) the Company violates the terms of this Agreement or any other Agreement with the Bank; (e) the Company fails to provide financial information reasonably requested by the Bank; (f) the Bank determines, in its sole discretion, that it is impractical or illegal for the Bank to continue to provide the LYNX Services because of changes in laws, rules or regulations; (g) the Bank determines, in its sole discretion, that the Company's use of the LYNX Services presents unacceptable financial risk to the Bank; (h) the Company fails to access the LYNX Services or the Site for a period of three (3) consecutive months or longer or (i) the Bank is required by governmental authority. Notwithstanding anything to the contrary contained herein, upon the closing of an Account, all LYNX Services linked to such Account shall be simultaneously terminated. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to such termination. All sections of this Agreement which are intended by their terms to survive termination of this Agreement, will survive any such termination.

### **BANK'S PROPERTY**

All materials produced by the Bank, and all documentation, programs and magnetic tapes and files are, and shall remain the property of, the Bank, free of any claim by the Company, and same shall not be used by the Company for any purpose other than as set forth herein. Upon termination of the LYNX Services by either party, the Bank may deactivate or delete any Credentials and all related information and/or bar the Company further access to the LYNX Services.

### **CONFIDENTIAL INFORMATION**

The Company acknowledges that all information or data provided through or related to the LYNX Services including, without limitation, this Agreement, the Software, system documentation, and processes, constitute trade secrets and proprietary data of Bank and its applicable licensors or suppliers. The Company further acknowledges and agrees that the Company has no ownership interest in such information and agrees that such information shall not be used or disclosed, in whole or in part, to any person, firm, corporation, association or other entity, other than its employees requiring such knowledge in the performance of their duties or as required by law.

### **INTERNET DELIVERED SERVICES**

The Company acknowledges that the LYNX Services involve use of the internet for the delivery of files and other information and for obtaining files and other information. The Company represents that it is aware of the processes implemented by the Bank with respect to the use of the internet in connection with the delivery of the LYNX Services and the Company agrees that such processes are commercially reasonable and acceptable to the Company even if such processes do not consist of the most recently developed technologies for such activities. The Company further acknowledges that the Bank does not and cannot control the flow of data to or from the Bank's network and other portions of the internet and that the Bank is not responsible or liable for any delays, malfunctions or inconveniences resulting therefrom.

### **SERVICE PROVIDERS**

The Company acknowledges and agrees that from time to time Bank may make the LYNX Services available through or using one or more third party service providers. The Bank shall have no obligation to disclose arrangements with third parties to the Company or obtain the Company's consent thereto. Company agrees that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this Agreement and that such service providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to Bank. The Company authorizes the transfer of information relating to the Company to such service providers for use in connection with the LYNX Services or as required by law.

### **ASSIGNMENT**

The Company may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights hereunder. The Bank may assign its rights and liabilities hereunder without notice or liability to Company.

### **AUDIT**

Upon notice from the Bank, the Company shall provide the Bank's employees, regulatory examiners, and auditors access, at reasonable times, to the Company's facilities, data and records relating to the LYNX Services. The Company agrees to allow the Bank to review available reports of independent audits performed at the Company's location related to information technology, the LYNX Services and any associated operational processes. If the Company refuses to give the Bank or its regulators or auditors access to the Company's facilities, data or records, the Bank may terminate the Company's use of the LYNX Services and this Agreement.

### **NOTICES**

Unless expressly stated otherwise, any notice, request, demand or other communication to be given in connection with this Agreement shall be in writing and shall be either personally delivered against a written receipt, delivered by recognized overnight courier or by first class mail, postage prepaid, registered or certified, return receipt requested to the then current address of record. Any notice, request, demand or other communication shall be deemed validly and effectively given on the date of such delivery.

### **GOVERNING LAW/VENUE**

This Agreement shall be governed and interpreted in accordance with applicable federal law, rules and regulations, and by applicable state law to the extent not superseded by federal law. The applicable state law shall be the law of the state of the Bank's banking center where the account is opened, or if the account is opened by mail, internet or other remote means, the applicable state law shall be Florida. Any action or proceeding arising out of or concerning this Agreement, the LYNX Services or any of the Specific Services shall be brought exclusively in the state or federal courts sitting in the state in which the Bank's banking center where the Accounts are maintained is located. The Company hereby waives and agrees not to assert in any action or proceeding that the Company is not personally subject to the jurisdiction of such courts or that the action or proceeding is brought in an inconvenient or improper forum.

### **JURY TRIAL WAIVER**

EXCEPT WHERE PROHIBITED BY LAW, THE COMPANY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL PROCEEDING RELATING TO THE LYNX SERVICES, THE SPECIFIC SERVICES OR THIS AGREEMENT.

### **RISK OF LOSS**

In the event of a system failure or interruption, Company's data may be lost or destroyed. Any transactions that the Company was in the process of completing or completed shortly before a system failure or interruption should be verified by the Company through means other than the LYNX Services to ensure the accuracy and completeness of such transactions. The Company assumes the risk of loss of its data during any system failure or interruption and the responsibility to verify the accuracy and completeness of


any transactions so affected.

### **MISCELLANEOUS**

No failure of the Bank to enforce any right or remedy shall act as a waiver thereof. No waiver shall be valid unless in writing. In the event any part of the application, this Agreement, or these terms and conditions is deemed unenforceable or void, the remainder shall, at the option of the Bank, continue in full force and effect or be canceled immediately. Headings and captions contained in this Agreement are inserted for convenience purposes only and shall not be construed in the interpretation thereof. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that: (a) the singular includes the plural and vice versa, (b) words importing the masculine gender shall include the feminine and neutral genders, (c) "including," "includes," and comparable terms mean "including without limitation." (d) hereunder," "hereto," "hereof," and "herein," unless the context clearly indicates otherwise, refer to the whole Agreement and not to a particular section, and (e) written," "writing," and comparable terms mean any intentional reduction of information to tangible form by any means as Bank may agree to use or accept, including an electronic record; Except as otherwise expressly set forth herein, no person or entity not a party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof, intended or otherwise.

### **INTELLECTUAL PROPERTY**

All marks and logos related to the LYNX Services or any Specific Service are either Bank's trademarks or registered trademarks of our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks and/or trade dress or those of our licensors. Company may not copy, imitate or use any of the above marks without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to Bank or the LYNX Services or display them in a manner that implies our sponsorship or endorsement. All right, title and interest in and to the LYNX Services, the technology related thereto, the Site and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Company may not copy, reproduce, distribute or create derivative works from, reverse engineer or reverse compile the technology for the LYNX Services, any Specific Services or any other services or technology used in connection with the LYNX Services. Moreover, any suggestions, ideas, notes, drawings, concepts or other information that Company may send to us regarding the LYNX Services shall be considered an uncompensated contribution of intellectual property to Bank and our licensors, shall also be deemed Bank's and Bank's licensors' exclusive intellectual property and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to Bank, Company automatically grants (or warrants that the owner of such materials has expressly granted) to Bank and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived and you warrant that you have the right to make these warranties and transfers of rights.

BankUnited, N.A.   
Member FDIC





**ITEM SUMMARY**

**MEETING DATE:** December August 21, 2023  
**FROM:** Christy Goddeau, Asst. City Attorney  
**SUBJECT:** Settlement Agreement with Pickwick Mobile Home Park, LLC

**BACKGROUND**

This item seeks approval of a Settlement Agreement and Release with Pickwick Mobile Home Park, LLC (“Pickwick”), which amicably resolves the legal dispute between the City and Pickwick regarding the City’s fire inspections fees. The Settlement Agreement and Release will resolve the lawsuit filed by Pickwick in in the 15<sup>th</sup> Judicial Circuit’s County Court Division (Case No.: 50-2023-CC-005964-XXXX-MB) against the City (“Lawsuit”).

**ANALYSIS**

In 2022, the City’s fire inspectors inspected Pickwick and sought to assess Pickwick for the fire inspection fees recently passed by the City. Pickwick is a large mobile home park in the City with almost all mobile homes in the park being owned by third parties. Pickwick challenged the assessment of the City’s fire inspection fees. Pickwick filed the Lawsuit in 2023 when the parties’ dispute remained pending. Since that time, the City and Pickwick have worked together to find an amicable resolution of the Lawsuit. The Settlement Agreement and Release sets forth the parties’ amicable resolution of their dispute. .

**FINANCIAL INFORMATION**

Settlement of the Lawsuit prevents the expenditure of further attorney’s fees and costs.

**LEGAL**

The City Attorney’s office has reviewed the Settlement Agreement and Release and prepared this item. The Settlement Agreement and Release is legal sufficiency and acceptable by the City’s Fire Chief.

**STAFF RECOMMENDATION**

The City Attorney recommends adoption of Resolution 2023-XX approving the Settlement Agreement and Release with Pickwick Mobile Home Park, LLC.

**RESOLUTION NO. 2023-57**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH PICKWICK MOBILE HOME PARK, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Pickwick Mobile Home Park, LLC, is a large mobile home park located in the City of Greenacres (“Pickwick”); and

**WHEREAS**, a dispute arose between Pickwick and the City regarding fire inspection fees with Pickwick filing a lawsuit in the 15<sup>th</sup> Judicial Circuit’s County Court Division (Case No.: 50-2023-CC-005964-XXXX-MB) against the City (“Lawsuit”); and

**WHEREAS**, Pickwick and the City have amicably resolved the Lawsuit and desire to enter the attached Settlement Agreement and Release, which is attached hereto as Exhibit “A”; and,

**WHEREAS**, the City finds entering the Settlement Agreement and Release with Pickwick serves a valid public purpose and is in the best interests of the City.

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

**SECTION 1.** The foregoing recitals are incorporated into this Resolution as true and correct statements and specific findings of the City.

**SECTION 2.** The City Council hereby approves the Settlement Agreement and Release with Pickwick, which is attached as **Exhibit “A”** and incorporated herein by reference. The City Manager is authorized to execute the Settlement Agreement and Release. The City Attorney is directed to take such action as is necessary to have the Lawsuit dismissed.

**Resolution No. 2023-57 - Settlement Agreement and Release (Pickwick)**

Page 2 of 3

**SECTION 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

**RESOLVED AND ADOPTED this 4<sup>th</sup> day of December 2023.**

*Voted:*

\_\_\_\_\_  
**Joel Flores, Mayor**

\_\_\_\_\_  
**Peter Nobile, Deputy Mayor**

**Attest:**

*Voted:*

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

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

*Voted:*

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

*Voted:*

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

*Voted:*

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

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

**Glen J. Torcivia, City Attorney**

**Resolution No. 2023-57 - Settlement Agreement and Release (Pickwick)**  
Page 3 of 3



## ITEM SUMMARY

**MEETING DATE:** December 4, 2023

**FROM:** Michael Jerrahian, Building Official

**SUBJECT:** **Adopting 2023 Florida Building Code, 8<sup>th</sup> Edition with Administrative Amendments to Chapter One of the Florida Building Code**

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### BACKGROUND

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The Florida Building Code was adopted in accordance with Florida Statute 553.73, as the single unified state building code, and is updated and adopted every three (3) years by the Florida Building Commission. Chapter 1 of the Florida Building Code includes the administrative portion of the Florida Building Code. Local governments may adopt amendments to the administrative provisions of the Florida Building Code, subject to the limitations in Florida Statute 553.72(4). An amendment to the Florida Building Code adopted by a local government under this subsection is effective only until the adoption of the new edition of the Florida Building Code by the commission every third year.

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### ANALYSIS

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The 2023 Florida Building Code, 8<sup>th</sup> Edition is set to take effect as of December 31, 2023.

In preparation for the new 2023 Florida Building Code change, a review was performed to evaluate the base changes to the administrative portion of the code and an analysis of any necessary changes relevant to the City of Greenacres to ensure the safe construction, alteration, demolition, and repair of structures and equipment throughout the City of Greenacres.

Proposed Ordinance No. 2023-16 formally adopts the 2023 Florida Building Code and the administrative amendments to Chapter 1, which are attached to the ordinance at Exhibit "A." It has an effective date of December 31, 2023, to coincide with the effective date of the new edition.

The proposed changes to Chapter 1 of the Florida Building Code and to the City of Greenacres Code of Ordinances, Chapter 4, Buildings and Building Regulations, Sections 4-2 and 4-5 are in ~~Strike through for deletion~~ and Underline for addition.

The City Council voted five (5) to zero (0) to adopt updated Florida Building Code 8<sup>th</sup> edition and Administrative Amendments to Chapter One of the Florida Building Code at first reading on November 6<sup>th</sup>, 2023

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### FINANCIAL INFORMATION

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N/A

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**LEGAL**

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Changes resulting from new state legislation have been highlighted in Exhibit "A". These changes impact, among other things, the processing time and allowable actions on permit applications; they also include the criteria and process for performing and reporting milestone inspections required. The proposed ordinance and attachment have been reviewed by the City's legal counsel.

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**STAFF RECOMMENDATION**

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Staff recommends approval of the proposed amendments.

**ORDINANCE NO. 2023-16**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 4, ENTITLED BUILDINGS AND BUILDING REGULATIONS, OF THE CITY OF GREENACRES CODE, TO ADOPT AND INCORPORATE THE FLORIDA BUILDING CODE 8<sup>th</sup> EDITION, TOGETHER WITH ALL AMENDMENTS THERETO, AS RECOMMENDED BY THE BUILDING CODE ADVISORY BOARD OF PALM BEACH COUNTY, FLORIDA AND AS CONFORMED TO THE CITY'S OPERATIONAL STANDARDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS;** pursuant to Chapter 553, Florida Statutes, known as the “Florida Building Codes Act”, the legislature provided for the adoption and enforcement of a single unified state building code, entitled the “Florida Building Code”; and

**WHEREAS;** pursuant to the laws of the State of Florida and Section 553.73(4)(b), Florida Statutes, the Building Code Advisory Board of Palm Beach County (“BCAB”) and the City of Greenacres has reviewed the Code provisions in the Florida Building Code and, based upon that review, recommend the adoption of the 2023 Florida Building Code 8<sup>th</sup> Edition, with amendments to the Chapter One of the Florida Building Code 8<sup>th</sup> Edition (Exhibit “A”); and

**WHEREAS;** the City Council of Greenacres finds that the adoption of the Florida Building Code 8<sup>th</sup> Edition, together with the amendments to Chapter One, will greatly promote the health, safety and welfare of the residents of the City of Greenacres.

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

**Section 1.**

That Chapter 4 Section 4-2 of the City of Greenacres Code of Ordinance, entitled “Florida Building Code” is hereby amended by ~~deleting~~ and adding the following provisions:

**Chapter 4 Sec. 4-2. - Florida Building Code.**

- (a) The city hereby adopts by reference the Florida Building Code as mandated by Chapter 553, Florida Statutes Including the Florida Building Code 7<sup>th</sup> 8<sup>th</sup> Edition.
- (b) The City hereby adopts by reference the “Amendments to Chapter One of the ~~2020~~ 2023 Florida Building Code “(~~7<sup>th</sup> Edition~~)” “8<sup>th</sup> Edition” as recommended by the Palm Beach County Building Code Advisory Board, the Building Official, and as conformed to the City’s operational standards, which are on file in the city clerk’s office.

**Section 2.** Chapter 4 Section 4-5 of the City of Greenacres Code of Ordinance is hereby amended by ~~deleting~~ and adding the following provisions:

**Chapter 4 Sec. 4-5. – Unsafe building abatement code.**

*(Sections b-g to remain unchanged and omitted for brevity.)*

**(a) General matters.**

(1) Purpose and scope. This section is declared to be remedial in nature. The purpose of this section is to secure the public health, safety and welfare by ensuring that all buildings, as defined herein, within the city are structurally sound and that such premises provide adequate egress, sanitation, light and ventilation for the protection of life and property and are free from fire and other hazards incidental to their construction, alteration, use and occupancy. The provisions of this section shall apply to all unsafe buildings and shall apply equally to new and existing conditions.

(2) Authority. The city, acting through its city council and/or its designee, shall have authority pursuant to its home rule and police powers and Article VIII, Section 2(b) of the Florida Constitution to determine and declare the existence of a public nuisance in the form of an unsafe building and shall have the authority to provide for the abatement of the same. The abatement of such unsafe buildings constitutes a municipal service, which specifically benefits



the property, and the assessment of the costs incurred by the city in abating an unsafe building is deemed fair and reasonable. These costs of abatement may be levied as a special assessment. The enforcement of this section is an alternative to the procedures set forth in the “Amendments to Chapter One of the ~~2020~~ 2023 Florida Building Code (~~7<sup>th</sup> Edition~~) (8<sup>th</sup> Edition)” adopted pursuant to Section 4-2(b) of this Code.

(3) District established. The city, in its entirety, as its city boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special assessment district for the purposes of abating and remedying unsafe buildings. Individual properties within the city’s boundaries, as they may exist from time to time, may be assessed for the costs incurred by the city in abating and remedying violations of this section.

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

*Interested parties.* Interested parties mean the owner, as determined by the records of the Palm Beach County Tax Collector, the occupant of the building, and any other person or entity having a legal or equitable interest in the building, including but not limited to, any mortgage holder, judgement holder or other lien holders of record.

*Unsafe building* means any building, structure, existing equipment, or service systems or portion thereof that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance. A vacant structure that is not secured against entry shall also be deemed unsafe.

### **Section 3. Repeal of Conflicting Ordinances**

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

**Section 4. Severability**

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

**Section 5. Inclusion in Code**

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

**Section 6. Effective Date**

The provisions of this Ordinance shall become effective December 31, 2023 or upon any amended effective date of the Florida Building Code by the Florida Legislature.

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

**Passed on the first reading this 6<sup>th</sup> day of November, 2023.**

**PASSED AND ADOPTED on the second reading this 4<sup>th</sup> day of December, 2023.**

Voted:

\_\_\_\_\_  
**Joel Flores**, Mayor

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

**Attest:**

Voted:

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

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

Voted:

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

Voted:

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

Voted:

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

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

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



**ITEM SUMMARY**

**MEETING DATE:** November 6, 2023  
**FROM:** Tanya Earley, City Attorney’s Office  
**SUBJECT:** Ordinance 2023-17: First Reading – Ordinance repealing Chapter 9, sections 9-30 and 9-31, due to state preemption of regulation of the residential landlord-tenant relationship.

**BACKGROUND**

On July 18, 2022, the City adopted Ordinance No. 2022-18, establishing landlord/resident notice requirements for residential tenancies. The Florida Legislature has since enacted legislation that preempts the regulation of residential tenancies. The proposed ordinance would repeal the preempted provisions.

**ANALYSIS**

Chapter 9 “Miscellaneous Offenses,” Article III “Landlord/Tenant Notice Requirements,” at Section 9-30 “Required fair written notice of termination of monthly residential tenancy without specific duration” and Section 9-31 “Required fair written notice of rental payment increases for residential tenancies,” provides for termination and rental increase notice requirements between landlords and tenants of residential tenancies. This year, the Florida Legislature adopted a new law, Section 83.425, Florida Statutes, effective July 1, 2023, that preempts the City and other local governments from the “regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part...” The City of West Palm Beach was sued for their continued enforcement of similar ordinances. Based upon the Legislature’s preemption of the field of residential tenancies, it is prudent for the City to repeal Section 9-30 and Section 9-31 to avoid litigation and liability. Because sections 90-30 and 9-31 are the only sections in Article III, the proposed ordinance provides for the current title of Article III to be deleted, and Article III to be reserved.

**FINANCIAL INFORMATION**

A business impact estimate has been posted. There is no anticipated financial impact on the City.

**LEGAL**

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

**STAFF RECOMMENDATION**

Staff recommends approval of Ordinance 2023-17 on first reading.

**ORDINANCE NO. 2023-17**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 9 “MISCELLANEOUS OFFENSES,” BY DELETING THE TITLE OF ARTICLE III, “LANDLORD/TENANT NOTICE REQUIREMENTS,” AND BY REPEALING SECTION 9-30 “REQUIRED FAIR WRITTEN NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 9-31, “REQUIRED FAIR WRITTEN NOTICE OF RENTAL PAYMENT INCREASES FOR RESIDENTIAL TENANCIES,” DUE TO PREEMPTION BY THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

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

**WHEREAS**, Chapter 9 “Miscellaneous Offenses,” Article III “Landlord/Tenant Notice Requirements,” at Section 9-30 “Required fair written notice of termination of monthly residential tenancy without specific duration” and Section 9-31 “Required fair written notice of rental payment increases for residential tenancies,” provides for termination and rental increase notice requirements between landlords and tenants of residential tenancies; and

**WHEREAS**, this year, the Florida Legislature adopted a new law, section 83.425, Florida Statutes, effective July 1, 2023, that preempts the City and other local governments from the “regulation of residential tenancies, the landlord-tenant relationship, and all other matters covered under this part...”; and

**Ordinance No. 2023-17 | Repealing Landlord/Tenant Notice Requirements**

Page No. 2

**WHEREAS**, based upon the State’s preemption of the field of residential tenancies, it is prudent for the City to amend Chapter 9 of the Code of Ordinances by repealing Section 9-30 and Section 9-31 and deleting the title of Article III; and

**WHEREAS**, the City Council finds and declares that the repeal of the preempted provisions is appropriate, and in the best interest of the health, safety, and welfare of the City;

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

**Section 1.**

The foregoing “WHEREAS” clauses are incorporated into this Ordinance as true and correct findings of the City Council.

**Section 2.**

Chapter 9, “Miscellaneous Offenses,” of the Code of Ordinances is hereby amended to delete the title of Article III and to repeal Sections 9-30 and 9-31 as follows:

~~ARTICLE III. - LANDLORD/TENANT NOTICE REQUIREMENTS~~ Reserved.

~~Sec. 9-30.— Required fair written notice of termination of monthly residential tenancy without specific duration.~~

~~A residential tenancy without a specific duration (as defined in F.S. § 83.46(2)) in which the rent is payable on a month-to-month basis may be terminated by either the landlord or tenant by giving not less than sixty (60) days written notice prior to the end of any monthly period.~~

~~Sec. 9-31.— Required fair written notice of rental payment increases for residential tenancies.~~

~~A residential landlord that proposes to increase the current rental rate by more than five (5) percent at the end of a lease with a specific duration, or during a tenancy without a specific duration (as defined in section F.S. § 83.46(2)) in which the rent is~~

**Ordinance No. 2023-17 | Repealing Landlord/Tenant Notice Requirements**

Page No. 3

~~payable on a month-to-month basis, must provide sixty (60) days written notice to the tenant before the tenant must either:~~

- ~~(1) Accept the proposed amendment;~~
- ~~(2) Reach an acceptable compromise; or~~
- ~~(3) Reject the proposed amendment to their tenancy.~~

~~If the required sixty (60) days written notice has been provided and the tenant has not agreed to the proposed amendment or an acceptable compromise, the landlord may impose the proposed amended term(s) or require the tenant(s) to vacate the residence.~~

**Section 3. Repeal of Conflicting Ordinances**

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

**Section 4. Severability**

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

**Section 5. Inclusion in Code**

It is the intention of the City Council, entered as hereby ordained, that the

**Ordinance No. 2023-17 | Repealing Landlord/Tenant Notice Requirements**

Page No. 4

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 its adoption.

[The remainder of this page intentionally left blank.]



Passed on the first reading this 6th day of November, 2023.

PASSED AND ADOPTED on the second reading this \_\_\_\_ day of \_\_\_\_\_, 2023.

*Voted:*

\_\_\_\_\_  
**Joel Flores**, Mayor

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

**Attest:**

*Voted:*

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

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

*Voted:*

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

*Voted:*

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

*Voted:*

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

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

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



## ITEM SUMMARY

**MEETING DATE:** December 4, 2023

**FROM:** Denise Malone, AICP, Director

**SUBJECT:** **Ordinance 2023-13, CPA-23-03**  
**Comprehensive Plan EAR-based Amendments**

### BACKGROUND

The City Comprehensive Plan (Plan) operates under the State's Growth Management Act that was passed in 1985 (Chapter 163, Part II, F.S.). This Act requires all local governments in the State to maintain comprehensive planning programs based upon an adopted local government comprehensive plan. As part of this process, the local government must monitor changing conditions and utilize this information to guide periodic amendments to the local comprehensive plan. This process is known as the Evaluation and Appraisal Review (EAR) process.

### ANALYSIS

Under the EAR process, the Florida Department of Commerce (fka DEO) requires that every seven years, pursuant to Chapter 73C-4 Florida Administrative Code, each jurisdiction must evaluate their Comprehensive Plan. The Goals, Objectives, and Policies (GOPs) of the Plan are examined to determine if they are in compliance with current State requirements and regulations, and any desired future outcomes are identified through amended language.

Following the November 2, 2023 Council Workshop and November 9, 2023 Planning, Zoning Board of Adjustments public hearing, staff finalized the transmittal EAR documents based on comments received. Following this transmittal public hearing, staff will transmit the proposed amended GOPs, Data and Analysis Supporting Documents, and Map Series to the Florida Department of Commerce (DOC) and review agencies. Once DOC issues an Objections, Recommendations, and Comments (ORC) report, staff will bring the items to a Council adoption hearing.

The GOPs are in a ~~Strike through for deletion~~ and Underline for addition format compared to the existing Comprehensive Plan. To streamline the documents and include only the relevant GOPs and Map Series Maps in the Comprehensive Plan, the data and analysis is being separated into a support document. This will enable periodic updates to the data and analysis without having to go through a formal State review Comprehensive Plan amendment process.

### FINANCIAL INFORMATION

N/A

### LEGAL

The documents have been reviewed for legal sufficiency.

### STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2023-13.

**ORDINANCE NO. 2023-13**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING ALL OF THE COMPREHENSIVE PLAN ELEMENTS AND MAP SERIES OF THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE RECOMMENDATIONS OF THE 2023 EVALUATION AND APPRAISAL REVIEW; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Greenacres City Council, as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its Comprehensive Plan (Plan); and

**WHEREAS**, the City Council of the City of Greenacres, pursuant to the Community Planning Act, and in accordance with all of its terms and provisions, has prepared and adopted a Plan which has been certified by the State of Florida Department of Commerce; and

**WHEREAS**, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on November 9, 2023, and has recommended approval of petition CPA-23-03, to adopt the Comprehensive Plan Evaluation and Appraisal Review based amendments; and

**WHEREAS**, the City Council of the City of Greenacres has conducted duly advertised public hearings to receive comments on the text and map amendments proposed by CPA-23-03 and has considered all comments received concerning the proposed amendments to the Plan as required by state law and local ordinance; and

**WHEREAS**, the City Council finds that the proposed amendment is consistent with the Plan, is in the best interest of the citizens of the City of Greenacres, and serves a valid public purpose.

**Ordinance No. 2023-13 – EAR Comp Plan Amendments**

Page No. 2

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

**Section 1.** The foregoing recitals are incorporated into this Ordinance as true and correct findings of the City Council of the City of Greenacres.

**Section 2.** The Comprehensive Plan of the City of Greenacres is hereby amended as outlined in Exhibit “A”, which is attached hereto and incorporated herein by reference.

**Section 3.** The Development and Neighborhood Services Department is further authorized to make the necessary changes to the Plan to reflect the above-stated changes.

**Section 4.** All ordinances or parts thereof or parts of the Code and the Plan conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 5.** 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.

**Ordinance No. 2023-13 – EAR Comp Plan Amendments**

Page No. 3

**Section 6.** The Development and Neighborhood Services Department shall transmit copies of this Ordinance to the Florida Department of Commerce (DOC).

**Section 7.** The provisions of this Ordinance shall become and be made a part of the Plan; 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 8.** In accordance with Section 163.3184(3) and (5), Florida Statutes, the provisions of this Ordinance shall become effective 31 days after the State Land Planning Agency has determined that the amendment package is complete and provided that no challenge petition has been properly filed with the State Division of Administrative Hearings within 30 days of adoption.

*(Remainder of page left blank)*

Passed on the first reading this 4th day of December, 2023.

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

Voted:

\_\_\_\_\_  
Joel Flores, Mayor

\_\_\_\_\_  
Peter Noble, Deputy Mayor

Attest:

Voted:

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

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

Voted:

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

Voted:

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

Voted:

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

Approved as to Form and Legal Sufficiency:

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

## 1. INTRODUCTION AND ADMINISTRATION ELEMENT:

This Introduction and Administration (IA) Element provides the general framework for the Comprehensive Plan (Plan) and identifies the process needed to amend it

Chapter 163, Florida Statutes (F.S.), The Community Planning Act, requires the City to establish general goals for the Comprehensive Plan. The Act further requires a listing of specific measurable objectives to assist and ensure that the City will make positive efforts towards the adopted goals. Policies provide the basis for acting on the Plan's objectives and goals. Many of these objectives and policies go beyond the legislative requirements and are indicative of the City's evolution and needs since the comprehensive plan was first adopted in 1989 by the City of Greenacres. This chapter requires that all local governments throughout Florida maintain a long-range comprehensive plan, and that comprehensive planning should be a continuous and ongoing process.

Each Element contains a series of Goals, Objectives, and Policies (GOPs) which serve as a framework for development and growth in the City. In addition, data and analysis for each Element is housed in a separate support document for ease of maintenance and updating and provides some of the background data for the elements. The Plan is intended to serve as a fluid document with changes made as necessary to reflect desired outcomes throughout ensuing years.

The GOPs reflect the City's directive of utilizing the following smart growth principles to guide future growth in the City:

## 2. FUTURE LAND USE ELEMENT

The purpose of the Future Land Use (FLU) Element includes the City's goals and objectives pertaining to infill development and future development in the City's future annexation area. As part of the update to the data and analysis (D&A), the Population Projections and Land Use Analysis, Short-Term (Five-year) and Long-Term (Ten-Year) Planning Horizons, Future Desired Outcomes, Densities, Heights were updated along with associated policies.

- There were updates on objectives regarding future development and revitalization and policies added to improve substandard housing.
- Policies were added to promote transit-oriented mixed-use redevelopment along Lake Worth Road.
- Policies added to address the Annexation Element as a guide to determine target areas for redevelopment and reconstruction/renewal of existing land uses categorized as blighted or nonconforming with the budget and grant allocations as noted in the new Economic Development Element.
- New development and redevelopment shall be encouraged to implement innovative technology and sustainability techniques into site and building design.
- Naming Updates were made to the City's Development and Neighborhood Services and other government entities.
- **Page FLU-6** – A change to density was made from **net to gross for acres** of land to allow for flexibility in development.
- **Page FLU-11** – added new policies to promote economic development to aid in the diversification and growth of the economy.

- **Page FLU-12** – Added policies to promote “Smart Growth” type initiatives providing for energy efficient development and land use patterns.

**1.15.1:** The City will encourage U.S. Green Building Council’s LEED certification or similar program for all conditional use approvals and require a submission of LEED checklist with all site plan applications.

### 3. TRANSPORTATION ELEMENT

As part of the update to the Transportation element, it has a much larger focus on overall mobility including safety and accessibility. This mirrors the emphasis on mobility we heard from the public during the February Workshop. This includes a robust discussion on alternative modes of transportation and non-motorized considerations considering safe pedestrian movement. This discussion is coupled with the discussion of Complete Streets as a future trend and how this can be done in Greenacres, including street lighting and other features.

The update included objectives regarding:

- Address mobility through a multi-modal transportation system that includes pedestrian, bicycling, transit, recreational, and roadway facilities.
- Support the complete street and design principles outlined in the TPA’s Lake Worth Road Corridor Study. Support the additional pedestrian crossings, pedestrian facilities, and transit facilities.
- Develop a Mobility Plan to determine the overall mobility needs of all users, including motorists, pedestrians, and bicyclists, and will outline a range of mobility improvements needed to foster mobility.
- **Page TRN-4** - Develop an efficient and effective roadway network which meets existing and future needs.
- **Page TRN-5** - Coordinate with and support efforts by FDOT, Palm Beach County and other strategic partners to implement intelligent Transportation System Management principles on roadways within the City, including optimization of traffic signal systems, transit prioritization, and technologies benefiting pedestrian and bicyclist movement at signalized intersections.
- **Page TRN-7** - Develop future plans for traffic circulation consistent with the future land use plan to provide an adequate level of service.

### 4. HOUSING ELEMENT:

This **update** focuses on the current trends on a Local, County and Regional level regarding attainable and affordable housing and increased demand for housing units.

- The City shall work cooperatively with the private sector to ensure the provision of adequate and affordable housing for all income levels. This will be achieved by creating a diversity of housing types through enhancement of cost-effective development techniques, streamlining the review process, revising appropriate Land Development



Regulations (LDR) to meet the needs of existing and future residents of the City of Greenacres, including households with special needs.

- To maintain a diverse housing stock available to all income ranges, the City shall continue to ensure a mix of housing development types, including market-rate and single-family housing units, are not excluded by the Comprehensive Plan and Land Development Regulations.
- Through the Future Land Use Element and Map, the City shall project needed lands specifically for affordable, attainable, and workforce housing development in an effort to supply units that will meet residential land projections and affordable housing needs.
- Any density bonuses for affordable workforce and attainable housing projects through local, county, or state incentives shall consider projects that meet a set of criteria, including favoring locations near transit, employment centers, schools, and day-to-day services and amenities.
- **Page HSG-7** - Added policies for Collaboration with other agencies and jurisdictions to coordinate efforts and focus resources to supply affordable, attainable, and workforce housing in the community.
- **Page HSG-7** - Integrate Crime Prevention through Environmental Design (CPTED), to ensure that issues of community safety and crime prevention are adequately considered in land use, development and redevelopment activities, to assist in the integration of safety and security concerns throughout the development review process for all residential projects.
- **Page HSG-8** - Collaborate with residential neighbors through the Code Enforcement Division, to foster the preservation and revitalization of our neighborhoods, prevent blight, and educate our neighbors on property maintenance standards.
- **Page HSG-8** - Added definition for “Attainable” housing:  
“Attainable” housing is considered units that are affordable to households earning around the Area Median Income (AMI), calculated on an annual basis by the Department of Housing and Urban Development (HUD) (Palm Beach County: \$98,300 in 2023). The City’s focal point is on fostering attainable housing for all households, thereby mitigating the cost burden for those below the 140% AMI threshold, including affordable (0-60% AMI), and workforce (60-140% AMI) housing options. Households are deemed “cost-burdened” when their gross housing cost exceeds 30% of gross household income.

## 5. UTILITIES ELEMENT:

### (SANITARY SEWER, SOLID WASTE, STORMWATER, POTABLE WATER, and NATURAL GROUNDWATER AQUIFER RECHARGE)

This element largely focused on updating the context around the regulatory framework and legislation that impact these utilities. The DIA was also written to ensure alignment with Palm Beach County Water Utilities Department and their planning efforts, like the 20-Year Water Supply Plan. Updates to the levels of service were also included, as was a discussion on the human impact on natural resources in the future.

The updates include policies ensuring the services of level of service are available for development. Education efforts for user of the importance of water conservation and coordination with SFWM in implementation of water conservation.

New policies for solid waste management for a wide variety of organizations including school education programs, clean-ups and collection events. City's partnerships, work to expand post-collection recycling and diversion effort to reduce municipal solid water disposal.

#### **UT Objective 12.1:**

The City will continue to enforce stormwater drainage regulations which shall provide for protection of natural drainage features and ensure that future development utilized stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.

The Septic to Sewer project was a main conversation at the February Workshop. Based on the Public Works Department, the project is projected to be completed in 3 years with the following Phasing Plan:

#### **6. CONSERVATION ELEMENT:**

The purpose of the conservation element is to promote the conservation, use, and protection of natural resources located within the City and is intended to protect and enhance the public health, safety, welfare, and quality of the environment.

The DIA highlighted several areas, such as surface/ground water, air quality, land that may impact similar-sized communities as the region's population expands. One example is the City of Greenacres wildlife and vegetative communities face threats stemming directly from human development, with habitat fragmentation. Recommendation for the City to consult with Florida Natural Areas Inventory (FNAI) to conduct site-specific inventory report will aid the City in identifying the flora and fauna communities within the City to create or plan to create a Wildlife Connectivity Plan that focuses on reconnecting fragmented habitats with the City through greenways and design techniques.

- The City shall continue to coordinate with the County, adjacent municipalities and relevant state agencies in the monitoring of air quality impacts and the identification of emission violators within the City.
- The City of Greenacres shall support Palm Beach County Water Utilities Department's efforts to use innovative alternative technologies to augment water resources including but not limited to, conventional reclaimed water irrigation piping systems, constructed wetlands, aquifer storage and recovery (ASR), groundwater recharge, and indirect reuse systems.\
- CON -7 -The City Shall encourage innovative and sustainable drainage techniques, such as the incorporation of bio-swales, Low Impact Development, and green roofs for development projects within the City.

The City has established programs, plans and ordinances that engage specific priority areas for conservation and general preservation of natural resources .For instance, on August 2, 2016, the City adopted Floodplain Management Regulations to address special flood hazard area within the City boundaries identified by the Federal Emergency Management Agency (FEMA) to reduce the risk of flooding and impacts from flood damage and has initiated participation in the National Flood Insurance Program's Community Rating System (NFIP CRS), Adoption of Florida Friendly Landscape, Textile Recycling Program, Stormwater Management amendments to keep up with the trends and improvements and in 2022, adopted an ordinance to expand PBC's wastewater system into the City of Greenacres.

## 7. RECREATION & OPEN SPACE ELEMENT

This element focuses on updates for:

- The development of a park and recreation system which provides for a myriad of recreational opportunities that is cost effective and efficient to develop, preserve and maintain the natural environment and makes the best use of the land; incorporates aesthetics as an essential component of park and facility design; and produces a sense of place and community for its users and nearby neighborhoods.
- The City will develop a parks and open space master plan no later than 2025 to assess desired and needed parks and facilities, parklands, open space, and amenities and continue to plan to improve identified current and projected shortfalls based on populations or other goals.
- The City shall utilize the parks system as a means to promote sustainability and protect the natural resources of the City.
- The City shall utilize drought-tolerant, native, and Florida-friendly vegetation in parks to minimize maintenance costs, irrigation, and chemical use and to promote biodiversity.

### 1.2.2: Development of the park sites shall be consistent with specific plans designed to:

- a) Achieve cost efficiency;
- b) Fulfill the spatial and functional needs of the intended uses;
- c) Enhance the appearance of the City; and,
- d) Establish highly visible City focal points, which reinforce a sense of community.

- The City shall enhance the accessibility for mobility impaired individuals for parkland, open space, playgrounds, trails, and related facilities.

The DIA for Recreation and Open Space highlighted several trends that are impacting similar sized communities across the region and nation – the impacts of reduced funding and the need for more coordination operation and maintenance of these facilities. The discussion of National Recreation and Park Association (NRPA) and State's Comprehensive Outdoor Recreation Plan (SCORP) best practices and standards was also included to develop the updated level of service for Greenacres.

## **8. CAPITAL IMPROVEMENTS ELEMENT**

The Capital Improvements Element (CIE) is a central component in the Comprehensive Plan as it enables a municipality to set forth its construction, extension and capacity increases in public facilities and services necessary to support development concurrent with the impacts of said development and to maintain adopted Levels of Service.

The City of Greenacres has formulated a strong and continuous six (6) year Capital Improvements Program (CIP), which includes the existing capital budget for the current fiscal year and a five (5) year program of improvements. The budget documents regarding the CIP and Schedule serve as a supplement to this Element D&A.

The City has been and will continue to be a progressive municipality in terms of providing capital improvements. The City has accomplished much with an aggressive impact fee program, and other financing methods. The City will continue to explore all avenues of alternative financing in the future. The efforts must be continued in the pursuit of federal, state, and private funding to finance capital improvements. Other alternatives including user fees, special assessments, districts, Community Redevelopment Districts and other financing possibilities may be researched in an effort to accomplish future capital improvement objectives.

## **9. INTERGOVERNMENTAL COORDINATION ELEMENT**

The Intergovernmental Coordination Element focuses on the City's coordination and cooperative efforts with governmental entities and private utilities to enhance quality of life, coordinate development activities, and provide for the efficient use of resources.

This Element describes current intergovernmental agreements between the City of Greenacres and other governmental and quasi-public/private agencies. The effectiveness of these agreements will be analyzed to determine whether or not the existing agreements should be retained or strengthened, and whether or not the City should enter into any new agreements. Furthermore, the element establishes the principles and guidelines which the City of Greenacres will use to coordinate services provided by agencies not under the City's control, however, provide services to the City's residents.

Many formal and informal networks of information and coordination currently exist between the City of Greenacres and other governmental units and agencies. These units and agencies often participate in some phase of planning involving land use and/or provision of services necessitating coordination with the City.

The City of Greenacres Development and Neighborhood Services Department has been entrusted with the responsibility of overseeing development regulations and developing and maintaining the City's Comprehensive Plan.

The City's Public Works Department monitors the maintenance process of State and County roadways within the City and monitors the roadway improvement process within the City and comments as necessary. The City collects roadway impact fees which are used by the County to improve both county and state roadways within zones which encompass the City.

## 10. ANNEXATION ELEMENT

**Continue to pursue, square off boundaries**

**Communicate of planning strategies and establishing a report with land owners.**

The Future Annexation Area is bordered on four sides by major thoroughfares. The FAA includes the area: South of Southern Blvd., west of Military Trail, north of Lantana Road and east of Florida's Turnpike. Intersecting with these major roadways are Urban Arterials, County Collectors and City Collectors.

## 11. PROPERTY RIGHTS ELEMENT

No changes for its recent adoption.

Acknowledge the Florida Constitution and its protection of private property rights and ensure that private property rights are considered in local decision-making.

The City shall ensure that private property rights are considered in local decision-making.

### PR Policies:

1.1.1 Subject to applicable federal, state and local laws including without limitation Florida Statutes and the City's Code of Ordinances, the following rights shall be considered in local decision making:

## 12. HEALTHY COMMUNITIES ELEMENT

The Florida Statute does not currently require a health-related element in the Comprehensive plan. However, to accurately provide for the health and welfare of the community, Greenacres has created a Healthy Communities Element. According to the D&A data, a variety of health-related concerns are present in the Greenacres Community, such as professional health care shortages, lack of connectivity, and prevalence of health concerns such as obesity and poor mental health. The City's population is diverse, as approximately 64% of the City's population is non-white. The City's population also has a lower than median household income and lower higher-education attainment when compared to Florida demographics as a whole.

The D&A showcases and discusses the health data available from national, state, and local sources to support recommendations and the City's associated Goals, Objectives, and Policies.

The new Healthy Communities Element (HC) includes goals and policies geared to improve the quality of life for all residents by providing an environment for active living, recreational opportunities, and improved resident health. It includes policies that regarding Vision Zero , which is a traffic policy and system providing framework for reducing traffic death and serious injuries, active Transportation & Connectivity policies referring to walking, biking and infrastructure such as sidewalks and bicycle lanes, which increase an individual's decision to take an active transportation mode. Also, includes policies for the creation of a Parks Master Plan to support

strategically, interconnected recreation and physical activity by providing a system of open space, active-based parks, greenways, trails, resource-based recreation facilities, and diverse programming options for all no later than 2025. Community health is a multidisciplinary topic and will integrate data and analysis from other elements such as Transportation, Land Use, Parks and Recreation, and Conservation, which are all topics that correlate to a community's activity levels, eating habits, and routine health examinations.

Please note that there are many components outside of the variables discussed herein that influence overall community health, but these variables were chosen due to their importance and relevance to the City. The City fully recognizes and supports efforts recognizing the characteristics of healthy communities including access to quality education, safe and healthy homes, adequate employment, transportation, physical activity, nutrition, and quality health care.

### **13. ECONOMIC DEVELOPMENT ELEMENT**

The new Economic Development Element is an optional element for the Florida Statute. However, it is an essential component of the City of Greenacres Comprehensive Plan and maintains identical levels of importance as the mandatory elements. It was created to establish the City's goal to achieve a balanced, diversified, and sustainable economic structure through development strategies and action plans that drive economic prosperity. The goals, objectives and policies of the element address the deficit of opportunities in the economy and provide solutions to maximize productivity and benefit communities. The D&A identifies issues and trends such as Greenacres benefits from its welcoming neighborhood character and relatively affordable housing for Palm Beach County workers, however, these employees will continue to drive elsewhere for jobs and use amenities and services outside of town. The City will carry out its Vision and Strategic Action Plan to enhance the reputation and position of the City in the regional market, encouraging growth and diversity.

## Adjacent Local Government Highest Density Comparisons

As requested during the November 2nd City Council Workshop, this document presents a comparison of the highest allowable residential densities and heights in the relevant district within the City of Greenacres and our neighboring jurisdictions.

<b>Comparison Table</b>			
	<b>Land Use District</b>	<b>Max Units per Acre*</b>	<b>Max Height in District*</b>
City of Greenacres	RH/RS-HD	10	35'
<b>Local Governments</b>			
Town of Lantana	(MXD) Mixed Use Development District	15	35'
	(MW) Waterfront Mixed Use District	35	55'
Village of Palm Springs	High Density Residential	19	75' Max Height if Mixed Use FLU Designation. 35' if Residential FLU. Proposed buildings over 35' tall at Council discretion considering: The proposed uses; the bulk, mass, and context of adjacent/proposed structures; compatibility with adjacent uses; relationship to surrounding adjoining uses; provision of open space.
	(CHO) College-Hospital Overlay	35	75' Max Height. Proposed buildings over 35' tall at Council discretion.
City of Atlantis	(R-3) Multiple-Family Residential	18.78	3 Floors or 40'
Village of Wellington	Residential G	18.0	56' Max Height if Residential.
	Residential H	22.0	72' Max Height if Mixed Use or 1 Mile of State Road 7
Unincorporated Palm Beach County (PBC)	(HR-12) High Density Residential – 12 units/ac	12* 8 units/ac as base density.	35' is the general Max Height; extra setback and other criteria apply over 35'. 75' Max Height within Urban Redevelopment Area located along Military Corridor.

*\*Please see comparative analysis details below*

### Greenacres Current Highest Density Future Land Use and Zoning

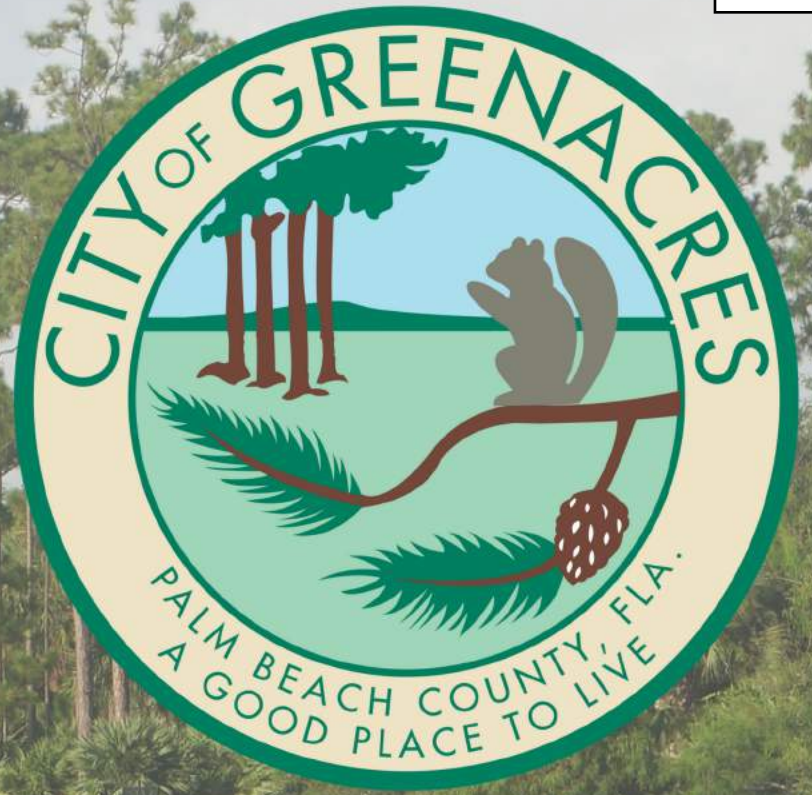
- **RS-HD (Residential High Density) Future Land Use Designation with corresponding RH (Residential High) Zoning District within Greenacres:**
  - Allows up to 10 units per net acre. The City has a 35' max height for structures within this district.
  - The RH Zoning District and the RS-HD Future Land Use Designation within the City of Greenacres. Notably, some properties exceed this maximum density as allowed by the RS-HD Future Land Use Designation as they were initially developed under Palm Beach County regulations before annexation into the City limits.

### Comparative Analysis with Neighboring Areas

- **Town of Lantana:**
  - MXD Mixed Use Development District: Allows up to 15 dwelling units per gross acre.
    - This district intends to serve the Palm Beach County region and the residential neighborhoods in the Town of Lantana. The Town has a 35' max height for structures within this district.
  - MW Waterfront Mixed Use District: Allows up to 35 dwelling units per gross acre.
    - This district is strategically located along the intracoastal waterway. The Town has a 55' max height for structures within this district.
- **Village of Palm Springs:**
  - High Density Residential: Allows up to 19.0 units per gross acre.
    - 75' Max Height if within a Mixed Use FLU Designation. 35' Max Height if within a Residential FLU. Proposed buildings over 35' in height may be permitted at Council discretion considering: The proposed use; The bulk, mass, and context of adjacent structures; The compatibility with adjacent uses; The relationship to adjoining uses and surrounding development; The provision of open space.
  - College-Hospital Overlay (CHO): Allows up to 35 units per gross acre near Palm Beach State College and JFK Hospital.
    - Created to "implement strategies of the Congress Ave Corridor Study and promote high intensity/density value-added development economic (re)development along the corridor. CHO must be within a Mixed Use FLU Designation. 75' Max Height, proposed buildings over 35' in height may be permitted at Council discretion considering the factors stated above.
- **City of Atlantis:**
  - R-3 Multiple-Family Residential: Maximum of 18.78 units per gross acre. The City has a max height of 3 Floors or 40'.
- **Village of Wellington:**
  - Residential G: Allows up to 18.0 dwelling units per gross acre (du/ac).



- Consists of 2-3 story apartments and condominiums, generally located along major thoroughfares.
  - Residential H: Allows up to 22.0 dwelling units per gross acre (du/ac).
    - Consists of apartments and condominiums that are 3 stories or higher and is generally located near the intersection of 2 major thoroughfares or the Wellington Green Mall.
  - The Village has a 56' Max Height if Residential and a 72' Max Height if Mixed Use or within 1 Mile of State Road 7. Extra setback and other criteria apply to the 72' Max Height for any height above 35'.
- **Unincorporated Palm Beach County (PBC):**
  - HR-12: Allows up to 12 units per gross acre considering the base density of 8 units per acre and being allowed up to a total 312 units per acre with the provision of affordable housing.
    - 35' is the general Max Height in unincorporated Palm Beach County; over 35' has further criteria such as additional setback be provided in addition to the required setback for each foot over 35'. 75' Max Height within Urban Redevelopment Area located along Military Corridor.
    - The County may allow densities greater than the HR-12 FLU category in appropriate areas to direct growth and use infrastructure more efficiently, particularly if developments apply special programs or concepts such as Workforce Housing, Transfer of Development Rights, or Mixed Use/Transit Oriented Development.



# 2043 COMPREHENSIVE PLAN

**The City of Greenacres**

**A GOOD PLACE TO LIVE**

**JANUARY 01 2024**

**PREPARED BY DEVELOPMENT & NEIGHBORHOOD SERVICES**



Greenacres Comprehensive Plan – Table of Contents

- 1. INTRODUCTION AND ADMINISTRATION ELEMENT..... IA
- 2. FUTURE LAND USE ELEMENT ..... FLU
- 3. TRANSPORTATION ELEMENT ..... TE
- 4. HOUSING ELEMENT ..... HE
- 5. UTILITIES ELEMENT ..... UT  
(SANITARY SEWER, SOLID WASTE, STORMWATER, POTABLE WATER,  
and NATURAL GROUNDWATER AQUIFER RECHARGE)
- 6. CONSERVATION ELEMENT..... CON
- 7. RECREATION & OPEN SPACE ELEMENT ..... ROS
- 8. CAPITAL IMPROVEMENTS ..... CIE
- 9. INTERGOVERNMENTAL COORDINATION ELEMENT ..... ICE
- 10. ANNEXATION ELEMENT ..... ANX
- 11. PROPERTY RIGHTS ELEMENT ..... PR
- 12. HEALTHY COMMUNITIES ..... HC
- 13. ECONOMIC DEVELOPMENT ..... ED



# 1. INTRODUCTION & ADMINISTRATION ELEMENT

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Goals, Objectives, &  
Policies



# 1. INTRODUCTION AND ADMINISTRATION ELEMENT

## GOALS, OBJECTIVES AND POLICIES

### NEW ELEMENT

This Introduction and Administration (IA) Element provides the general framework for the Comprehensive Plan (Plan) and identifies the process needed to amend it.

#### I. INTRODUCTION AND PURPOSE OF THE PLAN

##### Comprehensive Plan

The City of Greenacres Comprehensive Plan (Plan) was adopted in 1989 and has been amended pursuant to the requirements of Chapter 163, Florida Statutes (F.S.), the "Community Planning Act" (formerly the Local Government Comprehensive Planning and Land Development Regulation Act), and the requirements of Florida Administrative Code (F.A.C.). The Plan provides principles, guidelines, standards and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the City. The Plan content is consistent with 163.3177 F.S. It includes 10-year and 20-year planning periods, and the coordination of data and projections of each of the required elements and a map series reflecting such coordination.

The State of Florida Legislature made significant changes in 2011 to the Growth Management Act of 1985. Sections 9J-5 and 9J-11.023, of the Florida Administrative Code were repealed, with portions of both rules incorporated into the Community Planning Act. The legislation shifted oversight of development from the State to local governments, while retaining the state final determination over those development plans that affect regions or sensitive land considered "areas of critical state concern." Therefore, giving more control to the local jurisdictions in overseeing and directing their future growth.

The Plan is also required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan, along with other state and federal requirements. It provides the City with long-term direction through goal statements as well as short-term objectives and policies to guide implementation efforts.

##### Elements, Goals, Objectives and Policies

Chapter 163, Florida Statutes (F.S.), The Community Planning Act, requires the City to establish general goals for the Comprehensive Plan. The Act further requires a listing of specific measurable objectives to assist and ensure that the City will make positive efforts towards the adopted goals. Policies provide the basis for acting on the Plan's objectives and goals. Many of these objectives and policies go beyond the legislative requirements and are indicative of the City's evolution and needs since the comprehensive plan was first adopted in 1989 by the City of Greenacres. This chapter requires that all local governments throughout Florida maintain a long-range comprehensive plan, and that comprehensive planning should be a continuous and ongoing process.

Each Element contains a series of Goals, Objectives, and Policies (GOPs) which serve as a framework for development and growth in the City. In addition, data and analysis for each Element is housed in a separate support document for ease of maintenance updating and provides some of the background data for the elements. The Plan is intended to serve as a fluid document with changes made as necessary to reflect desired outcomes throughout ensuing years.



# 1. INTRODUCTION AND ADMINISTRATION ELEMENT

The Plan is comprised of the following thirteen (13) Elements or Chapters with nine (9) required by 163.3177(6) F.S. and four (4) optional Elements as follows:

1. Introduction and Administration (IA) [Optional]
2. Future Land Use (FLU)
3. Transportation (TE)
4. Housing (HE)
5. Utilities (Sanitary, Sewer, Solid Waste, Drainage, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge (UT)
6. Conservation (CON)
7. Recreation and Open Space (ROS)
8. Capital Improvement (CIE)
9. Intergovernmental Coordination (ICE)
10. Annexation (ANX) [Optional]
11. Property Rights (PR)
12. Healthy Communities (HC) [Optional]
13. Economic Development (ED) [Optional]

It is important to recognize that goals, objectives and policies of the Plan should be applied within the context of the overall intent of the Plan. Hence, no policy should be applied in isolation.

The GOPs reflect the City’s directive of utilizing the following smart growth principles to guide future growth in the City:

1. Provide a mixture of land uses in compact districts and/or neighborhoods that are designed to provide additional opportunities for walking and easier movement and interaction for pedestrians;
2. Provide a range of housing opportunities and choices so that the young and old, single persons and families, and those of varying economic ability may find places to live
3. Create and maintain a walkable environment
4. Build upon community assets
5. Foster distinctive, attractive communities with a strong sense of place
6. Preserve and enhance open and/or green space, including but not limited to food-friendly open spaces, areas of natural beauty, and important environmental areas.
7. Promote infill development and redevelopment and compact development that strengthen existing communities and lessen land consumption by using land resources more efficiently
8. Provide a variety of transportation choices by supporting walking, cycling, and transit as attractive alternatives to driving; providing alternative routes that disperse, rather than concentrate, traffic congestions; and lowering traffic speeds in neighborhoods;
9. Maintain a predictable, fair development review process so that developers are encouraged to apply the principles stated above
10. Encourage and solicit community and stakeholder collaboration and public participating.

## II. PLAN ADMINISTRATION

### Implementation of the Plan

This section includes the different aspects related to the implementation of the Plan, including



## 1. INTRODUCTION AND ADMINISTRATION ELEMENT

rules of interpretation, definitions and acronyms, and the process to amend the Plan, including the Evaluation and Appraisal Review. Chapter 163, F.S. sets forth General Requirements for local government comprehensive plans. Among these, a planning time frame requirement dictates that the Plan include a minimum of two planning periods: one of at least ten years and another of at least a twenty year period. The City of Greenacres Comprehensive Plan includes 10- and 20-year planning periods. Procedural Requirements established by the Florida Statutes include adoption, submission and transmittal criteria for the adoption and amendment of Comprehensive Plans. Specific procedures are established by the Florida Department of Commerce (fka Department of Economic Opportunity (DEO), consistent with the procedural requirements in the Florida Statutes.

The Plan is intended to serve as a flexible document with changes made throughout the ensuing years. The Plan is intended to guide the general growth and development of the City by providing the framework for desirable future conditions and actions.

The Land Development Regulations (LDRs) are a primary means to implement the Plan and serves to carry out the desired general policies of the Plan. LDRs shall be consistent with the Plan Goals, Objectives, and Policies. LDRs can be more restrictive that the Plan but at no time shall the LDRs be more permissive than the Comprehensive Plan.

### Comprehensive Plan and Future Land Use Map

The Comprehensive Plan and Future Land Use Map "FLUM" of the City of Greenacres are the official statements of policy of the City regarding the use and development of land within the City. The FLUM depicts Future Land Use designations for parcels reflecting their ultimate development potential. All use or development of land undertaken pursuant to the land development regulations shall be consistent with the comprehensive plan and the future land use map.

### Procedure for the Comprehensive Plan Evaluation and Appraisal Review

Current requirements pursuant to Chapter 163, F.S., provide that each local government in Florida periodically prepare, adopt and submit an Evaluation and Appraisal Review (EAR) of its comprehensive plan at least every seven (7) years pursuant to Rule Chapter 73C-49, Florida Administrative Code. Any local government failing to timely submit a notification letter or proposed amendments within one year of notification may not amend its comprehensive plan until it complies with the requirements. Per DEO, the evaluation and appraisal should address changes in state requirements since the last update of the comprehensive plan and update the plan based on changes to local conditions.

The procedures and requirements for the current Evaluation and Appraisal Review process are detailed in Chapter 163, F.S. In preparing the periodic evaluation and appraisal of the Comprehensive Plan, the City shall, at minimum, evaluate the Plan to determine if amendments are necessary to reflect changes in State requirements since the last update of the Plan. The City shall also notify the State as to its determination, and shall, within one year of the evaluation and appraisal of the Plan, prepare and transmit any identified amendments to the State for review.

The state continues to encourage local governments to conduct periodic comprehensive assessments of comprehensive plans to respond to changes in local circumstances. Local governments are encouraged to comprehensively evaluate and as necessary update plans to reflect changes in local conditions.



## 1. INTRODUCTION AND ADMINISTRATION ELEMENT

### Interpretation of Regulations

The City staff is responsible for application and interpretation of the provisions and regulations of the Comprehensive Plan per standards established by the City Council. These regulations and provisions shall be reasonably and uniformly applied to all property within the City's jurisdiction.

During the course of administering this Comprehensive Plan it may be necessary for City personnel to interpret the policies of the Comprehensive Plan as those policies relate to specific application for development order approval, or as those policies relate to a proposed activity of the public sector.

Where two or more policies are competing when applied to a particular set of factual circumstances, such conflict shall be resolved first by administrative interpretation of the Comprehensive Plan policies. The objective of any such interpretation shall be to obtain a result which maximizes the degree of consistency between the proposed development or public sector activity and this Comprehensive Plan, considered as a whole.

### Guidelines for Plan Interpretation

In the interpretation of the provisions of this Comprehensive Plan, the following guidelines shall apply unless the context clearly indicates otherwise.

In the interpretation and application of the Comprehensive Plan, its goals, objectives and policies shall be held to be the minimum requirements necessary to accomplish the stated purpose and intent of this Comprehensive Plan.

The Comprehensive Plan shall be construed broadly to accomplish the purpose and intent of the Plan.

### Tense and Number

Unless the obvious construction of the wording indicates otherwise: words used in the present tense can include the future; words in the masculine gender can include the feminine and neuter; words in the singular number can include the plural; and, words in the plural can include the singular.

### Meaning of Shall, Must, Should, May, Includes

The words "shall" and "must" are mandatory; the word "should" is discretionary and not mandatory; the word "may" is permissive; the word "includes" shall not limit a term to the specific examples, but is intended to extend its meaning to all other instances or circumstances of like kind or character.

### State, County, City

The word "State" means the State of Florida, and its authorized agents; the word "County" means the County of Palm Beach, Florida, and its authorized agents; and, the word "City" means the City of Greenacres, Florida, and its authorized agents.

### Conflicts

With regard to conflicts, the particular shall control the general. If there is any difference of





## 1. INTRODUCTION AND ADMINISTRATION ELEMENT

meaning or implication between the text of the Comprehensive Plan, the Department of Community Sustainability will determine the correct information and modify the text or graphic as appropriate.

### Interpretation of Undefined Terms

Unless the context clearly indicates otherwise, terms not defined herein shall be interpreted in the following manner:

- a) By reference to the relevant provisions of the Community Planning Act, if specifically defined therein, or in other relevant and appropriate State statutes or rules;
- b) According to the relevant provisions of the City Code, the rules for interpretation of this Comprehensive Plan, or in other relevant City ordinances relating to land development regulations;
- c) By reference to generally accepted engineering, planning, or otherwise professional terminology if technical; and
- d) Otherwise according to common usage.

### Headings

All descriptive headings of goals, objectives, or other sections in the Comprehensive Plan are inserted for convenience of reference only and shall not affect the construction or interpretation thereof.

### Enforcement of Regulations

Procedures adopted by the City Council shall be used to enforce and administer this Plan. No Plan boundary or regulation change, no zoning boundary or regulation change, no modification of Council requirements, variance, special exception, building permit, certification of occupancy and use, or other permit shall be granted by the Department, the Council, or other agency except in compliance with the provisions of the Comprehensive Plan.

Applications for zoning changes, special exceptions, or subdivision approvals which have been certified prior to Plan adoption shall not be considered inconsistent with the Plan but are required to be consistent with any land development regulations developed or required pursuant to the adopted Plan.

## III. AMENDMENTS TO THE COMPREHENSIVE PLAN

The process for amending the Comprehensive Plan shall be guided by the provisions of Florida Statutes Chapter 163, the Administrative Rules implementing it and in accordance with the provisions herein. Proposed amendments to the City's Comprehensive Plan Future Land Use Map shall be initiated only by the owner of the parcel(s) or the City. Amendments to the Plan shall be initiated only by the City or Local Planning Agency (PZBA)

## IV. PUBLIC PARTICIPATION AND INTERGOVERNMENTAL COORDINATION

The City encourages the citizens and business representatives of Greenacres to make comments and provide input throughout the planning process and uses its best efforts to make the public aware of planning meetings and workshops. The City shall continue to notify the general public of public hearings on the Comprehensive Plan, including amendments as a result of the



## 1. INTRODUCTION AND ADMINISTRATION ELEMENT

evaluation and appraisal and in all cases where official action will affect the use of their property or adjacent property such as proposed land use changes and rezonings. The public will be given notice through the advertisement in local newspaper. Area property owners will also be contacted through regular mail where deemed appropriate. General Procedures for Notice of Public Hearings will conform to the Florida Statutes and City code regarding the required advertisement size, content, parties to be notified and mail-out dates for all public hearings.

The City encourages intergovernmental coordination. In addition to the Intergovernmental Coordination Element of the Comprehensive Plan, the City encourages active participation and comment through the Intergovernmental Coordination Program (IPARC), Palm Beach Transportation Planning Agency (TPA), and the Treasure Coast Regional Planning Council (TCRPC). In addition, the supporting data and analysis for each Element of the Comprehensive Plan is coordinated with agencies such as the Florida Department of Transportation (FDOT), the School Board of Palm Beach County, the South Florida Water Management District (SFWMD), Palm Beach County Palm Tran, and the South Florida Regional Transportation Authority (SFRTA).

### **REVISION HISTORY**

XX, XX, 2024

Ord. 2023-13



## 2. FUTURE LAND USE ELEMENT

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Goals, Objectives, &  
Policies



**VII.—GOALS, OBJECTIVE AND POLICIES**

**A.—FLU GOAL 1:** It shall be the goal of the City of Greenacres to achieve a high\_ quality living environment by ensuring that the character and location of land use maximizes the potential for economic benefit and the enjoyment of natural and man-made resources by the citizenry while respecting the integrity of the natural environment by minimizing the threat to health, safety and welfare posed by incompatible land use and environmental degradation.

**FLU Objective 1.1:**

Development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet the level of service standards are available concurrent with the impacts of the development. (CONCURRENCY)

**FLU Policies:**

Policy a)

**1.1.1:** The City shall adopt the levels of service standards set forth in this plan in Objective 1, Policy a) of the Infrastructure Element.

Policy b)

**1.1.2:** Higher intensities and densities of development shall be located within ~~spheres of a~~ Activity Centers (as depicted on Map No. 5 FLU.7 of the Comprehensive Plan Map Series) and along major corridors where public facilities are available and land use compatibility can be achieved.

Policy c)

**1.1.3:** The development of residential and commercial land shall be timed and staged in conjunction with the provision of supporting community facilities, such as streets, utilities, public safety service and recreational facilities.

Policy d)

**1.1.4:** Future development orders and permits shall be conditioned on the following two standards:

(1)-a) Existing facilities and services meet established levels of service and are concurrent with the impact of development; and

(2)-b) Additional public facilities and services are provided to service proposed development when such facilities and services are necessary.

**FLU Objective 1.2:**



The City shall continue to plan for future redevelopment and revitalization activities in targeted areas.

**FLU Policies:**

Policy a)

**1.2.1:** The City shall continue to implement a housing maintenance program to improve substandard housing.

~~(1)~~-a) Housing units within the Original Section, Villa Del Trio, Palm Beach Villas Plat 1, Lake Worth Hills and Palm Beach Villas II, or as determined in applicable housing inventories, studies, or plans, will be programmed for maintenance inspections.

~~(2)~~-b) The City shall target deficient units and schedule such units for rehabilitation.

~~(3)~~-c) The City shall maintain a list and map of substandard housing units via the inspection programs and demolish units as necessary.

d) The City shall continue to direct funding and resources to the Property Enhancement Grant Program

Policy b)

**1.2.2:** The City will continue to provide strong code enforcement efforts in designated redevelopment areas by coordinated and consistent code enforcement.

Policy c)

**1.2.3:** The City shall adopt measures to promote redevelopment that include the potential ~~establishment~~ expansion of a Transportation Concurrency Exception Area (TCEA) and/or a Corridor Master Plan for Lake Worth Road, including appropriate redevelopment densities and intensities and mix of uses.

**1.2.4:** The City shall promote transit-oriented mixed use redevelopment projects along the Lake Worth Road corridor.

Policy d)

**1.2.5:** In order to maximize compatibility and preserve commercial opportunity, economic vitality, and the tax base, the City shall restrict future land uses in the Lake Worth Road corridor to commercial and mixed-use designations.

**1.2.6:** The City shall promote a walkable mix of neighborhood land uses by updating the land development code to include properly scaled non-residential land uses that serve local residents with services and amenities.

**1.2.7:** The City shall continue to support the Palm Beach County Transportation System (Palm Tran) in implementing high-frequency transit service to promote transit-oriented



mixed use redevelopment.

**FLU Objective 1.3:**

Existing land uses which are incompatible or inconsistent with the Future Land Use Plan shall, to the extent possible, be eliminated by the year-~~2017~~ 2024.

**FLU Policies:**

Policy a)

**1.3.1:** The City shall work towards the reduction and eliminations of incompatible uses by strongly implementing the nonconforming sections of the City's ~~L~~and dDevelopment ~~r~~Regulations.

**1.3.2:** The City shall use the Annexation Element as a guide to determine target areas for redevelopment and fund the removal and reconstruction/renewal of existing land uses categorized as blighted or nonconforming with the budget and grant allocations outlined in the newly adopted Economic Development Element.

**1.3.3:** Redevelopment projects should aim to restore outdated development patterns by providing a balance of uses that promote vibrant neighborhoods and economic development opportunities.

**1.3.4:** The City shall continue to ensure the compatibility of uses on lands in close proximity to large unique areas such as Okeeheelee Park or Pine Jog.

**FLU Objective 1.4:**

The City's land development and future land use regulations shall be revised to include stronger provisions for the protection of natural resources and historic properties.

**FLU Policies:**

Policy a)

**1.4.1:** The City of Greenacres through the ~~2000~~ 2022 Landscape Code will continue to implement water conservation methods as used in the xeriscape concept.

Policy b)

(~~1~~) a) Through the City's adoption of the Palm Beach County Wellfield Protection Ordinance the City will continue to cooperate with the Palm Beach County Department of Environmental Protection in implementing the provisions of the ordinance.

(~~2~~) b) All new development and redevelopment within the wellhead protection area must comply with the operational and material storage restrictions of the Palm Beach County Wellfield Protection Ordinance so as not to impact existing potable water wellheads.



Policy c)

**1.4.2:** The City's ~~Planning and Engineering Department~~ shall assist property owners of historically significant housing in applying for and utilizing state and federal assistance programs if any such houses are designated in the future.

Policy d)

1. a) ~~By the year 1999, t~~ The City shall conduct a study to determine the historic significance of structures in the original section of the City based on age, architectural and historical significance. The structures shall be classified as having major, minor or no significance.

2 b) ~~By the year 2000, t~~ The City's Land Development Regulations shall be amended to include regulations governing the exterior alterations or changes to structures of historical significance in order to protect and preserve those structures of historical significance.

2 c) The City of Greenacres shall work with the Greenacres Historical Society, Palm Beach County Historic Preservation Board and the State of Florida by to compile ~~ing~~ a citywide properties listing every five (5) years.

Policy e)

**1.4.3:** The City shall protect existing and future vegetative and wildlife communities by utilizing the State of Florida and the Treasure Coast Regional Planning Council's criteria.

**1.4.4:** All new developments and redevelopment shall submit a written assessment of the ecological and/or environmental impact of such development.

**FLU Objective 1.5:**

The City shall continue to enforce the provisions of the Development of Regional Impact provisions of F.S. Chapter 380.06 - as applicable to various developments.

**FLU Policies:**

Policy a)

**1.5.1:** The City of Greenacres shall continue to work with ~~TCRPG and DCA~~ the Treasure Coast Regional Planning Council to ensure compliance with F.S. Chapter 380.06.

Policy b)

**1.5.2:** The City of Greenacres shall continue to work with Palm Beach County to ensure that the impacts created by development will not cause adverse effects on the health, safety and welfare of the area's residents.

**FLU Objective 1.6:**



All future development shall have adequate sewer and water hook-up capacity, and drainage, to serve the development at the City’s adopted level of service.

**FLU Policies:**

Policy a)

**1.6.1:** No certificates of occupancy shall be issued to future developments unless the petitioner can demonstrate that he has provided the necessary water and sewer services.

Policy b)

**1.6.2:** Facilities and services must be available at the adopted level of service and must be available concurrent with the impacts of development, or development orders must be conditioned on the availability of facilities and services necessary to serve the proposed development and that facilities that provide utility service to the various land uses are authorized simultaneously with the land use approval.

**FLU Objective 1.7:**

The City of Greenacres shall use innovative land use techniques to promote flexibility of development within the City.

**FLU Policies:**

Policy a)

**1.7.1:** The City shall continue to utilize such development techniques as “Planned Unit Development”, “Planned Commercial Development”, and “Mixed-Use Development” with commercial and residential uses integrated in one project.

Policy b)

**1.7.2:** The City shall separate urban and rural land uses by designating appropriate land use densities and intensities in accordance with approved zoning districts based on compatibility with surrounding land uses.

**1.7.3:** New development and redevelopment shall be encouraged to implement innovative technology and sustainability techniques into site and building design.

**FLU Objective 1.8:**

Future growth and development will be managed through the preparation, adoption, implementation and enforcement of land development regulations.

**FLU Policies:**

Policy a)

**1.8.1:** All development will abide by the provisions of the City's Sign Code.





Policy b)

**1.8.2:** All developments shall use construction methods as outlined in various codes and ordinances that have been adopted or revised by the City and administered through the Building Department of Development and Neighborhood Services.

Policy c)

**1.8.3:** Land ~~d~~Development ~~r~~Regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below. ~~Table 1 above indicates which zoning districts are compatible with each of the land use designations.~~

~~(1-a)~~ Agricultural Residential - 1.0 residential unit per two and one-half (2½) gross net acres;

~~(2)b)~~ Estate Residential - 1.0 residential unit per gross net acre;

~~(3)c)~~ Low Density Residential - 3.0 to 5.0 residential units per gross net acre;

~~(4)d)~~ Medium Density Residential - 6.0 to 7.0 residential units per gross net acre;

~~(5e)~~ High Density Residential - 10.0 residential units per gross net acre;

~~(6f)~~ Mobile Home Residential - 6.0 residential units per gross net acre;

~~(7g)~~ Mixed Use Development-Residential - 5.0 residential units per gross net acre, or 0.20 FAR commercial

~~(8h)~~ Office Professional - 25% lot coverage, 0.35 FAR;

~~(9i)~~ Commercial Neighborhood - 20% lot coverage, 0.30 FAR;

~~(10j)~~ Commercial General - 30% lot coverage, 0.35 FAR;

~~(11k)~~ Commercial Intensive - 30% lot coverage, 0.35 FAR;

~~(12l)~~ Mixed Use Development–Office, 30% lot coverage, 0.35 FAR for Professional Office Use, and 6.0 residential units per gross net acre for Residential Use.

~~(13m)~~Mixed Use Development-Commercial - 5.0 residential units per gross net acre, or 0.25 FAR commercial;

~~(14n)~~Mixed Use Development–Original Section – 20%-30% lot coverage, 0.30-0.35 FAR for Commercial and Office Uses, and 6 residential units per gross net acre for Residential Use.

~~(15o)~~Public/Institutional Land Use – 0.10-0.35 FAR

Land uses owned, leased or operated by government agencies, such as civic



and community centers, libraries, police/fire stations and public schools. Each property so designated shall be evaluated during the site plan approval process for compatibility with adjacent land uses, service capacity availability, current and future traffic capacity, and safety, and the maximum intensity (FAR) established within the given range based on that site analysis and in accord with Zoning District Regulations.

(16p) Recreation and Open Space

**a. i. MINI-PARKS/TOT LOTS**

Typical development may include turf, trees, shrubs, irrigation, benches, trash receptacles, picnic tables, play apparatus, vehicular barriers, paved parking, or walk-ways, signage and lighting;

**b.ii. NEIGHBORHOOD PARKS**

Typical facilities developed in the neighborhood park may include play apparatus, recreation buildings, multipurpose courts, sports fields, picnic areas and free play areas; and

**c.iii. COMMUNITY PARKS**

Typical facilities at a community park may include ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sport fields and swimming pools. Adequate off-street parking may be needed to contain parking overflow.

Policy d)

**1.8.1:** The City, through its ~~L~~and ~~d~~evelopment ~~r~~egulations shall require new development and redevelopment of existing areas to incorporate vehicular parking that will provide stormwater management on premises.

Policy e)

**1.8.2:** The City shall continue to require water quality pretreatment design and construction methods on vehicular parking areas through the use of depressed swale areas and/or direct percolation. The City shall comply with the National Pollution Discharge Elimination System Program and other methods to minimize or eliminate water pollution.

Policy f)

**1.8.3:** The City shall require landscape islands within vehicular parking areas, perimeter landscape areas and landscape areas which separate each vehicular parking area.

Policy g)

**1.8.4:** The City shall continue to utilize the Institute of Transportation Engineer's Manual on safe and convenient on-site traffic flow.

Policy h)



**1.8.5:** The City shall continue to promote development that provides a mix of uses at appropriate densities and intensities, redevelopment projects, commercial revitalization projects, and projects supportive of an efficient transportation system.

Policy i)

**1.8.6:** The City shall ~~explore the creation of a mixed-use~~ assess and amend as needed the Mixed Development zoning districts to combine ~~ing~~ retail commercial space and high density residential for use at Primary Activity Centers Spheres and along the Lake Worth Road Corridor.

**FLU Objective 1.9:**

The City will undertake a series of programmed studies to implement the components of the Future Land Use Element.

**FLU Policies:**

Policy a)

**1.9.1:** The City shall investigate the creation of an overlay zone that channels greater density into a Activity Centers spheres and appropriate roadway corridors ~~by 2018~~.

Policy b)

**1.9.2:** The City will undertake a study that devises strategies for increasing the supply of ~~single family~~ diverse housing in the City.

Policy c)

**1.9.3:** The City will utilize its vacant land inventory to make recommendations on the future use of vacant site-specific land in the City.

Policy d)

**1.9.4:** The City will complete a land use ratio study that will determine the proper allocations of land use within the City.

**1.9.5:** Using housing data and market studies the City shall determine more effective ways to increase the number of affordable, attainable and workforce housing units that are part of any new standalone or mixed-use development.

**FLU Objective 1.10:**

The City shall regulate and control all future land use activities which affect the topography, materials beneath the land's surface and availability of services by implementing the following policies:

**FLU Policies:**



Policy a)

**1.10.1:** Future land use decisions, in part, shall be based on topography limitations as contained in the Comprehensive Plan and the Land Development Regulations.

Policy b)

**1.10.2:** The City will continue to coordinate the maintenance of publicly and privately owned areas with rare and unique natural features.

Policy c)

**1.10.3:** A written analysis reporting on soil suitability shall be required for the evaluation of all new development activities which are undertaken in the City.

Policy d)

**1.10.4:** Should existing land areas or future land areas via annexation experience seasonal or periodic flooding, those areas shall be designated on the map series along with the development of a public informational pamphlet on building within flood areas as well as other resources available on the City’s website.

Policy e)

**1.10.5:** In reviewing future land use amendments in the City's Future Annexation Area, the City will utilize the Advisory Future Land Use Map (~~Map 9~~) as the basis for the assignment of future land use designations as well as consideration of the goals, objectives and policies contained in this Element and an analysis of the proposal's compatibility with adjacent uses in order to determine the appropriate designation.

**FLU Objective 1.11:**

The City shall discourage the proliferation of urban sprawl by following established land use patterns, promoting appropriate infill and designating future land use densities based upon levels of services and the availability of services and facilities.

**FLU Policies:**

Policy a)

**1.11.1:** Urban Sprawl will be discouraged by permitting only development that is consistent and compatible with the established land use pattern. Consistent and compatible with the established land use pattern shall mean:

- (1a) Only uses permitted within the plan's land use designation and the implementing zoning district shall be approved.
- (2b) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.
- (3c) Adequate facilities and services shall be available and concurrent to



accommodate the proposed development.

(4d) Developments that adhere to the more accessible grid-like pattern as opposed to more antiquated patterns (radial, strip, isolated, etc.)

Policy b)

**1.11.2:** Infill development shall be promoted within existing areas to discourage the harmful effects of leap frog development.

Policy e)

**1.11.3:** Future timing of appropriate land use densities and intensities will be determined by the established levels of services and the availability of services and facilities to meet the established levels.

Policy d)

**1.11.4:** The City will continue to utilize the nodal system (Section VI A.1 and A.2 of the Future Land Use Element) in conjunction with Map 5 FLU.7 of the Comprehensive Plan Map Series to designate Future Land Uses in Activity Centers spheres and infill corridors.

**1.11.5:** Through periodic code updates and enforcement, the City shall encourage redevelopment of existing properties to increase the mix of uses and to restrict urban sprawl.

**FLU Objective 1.12:**

The City will ensure that future developers set aside and provide suitable land areas for the provision of those utility services and facilities necessary to support the proposed developments.

**FLU Policies:**

Policy a)

**1.12.1:** Through the City's site and development plan review process, developers will be required to accomplish the following:

(4 a) Set aside areas for the provision of urban services and facilities within the developed area as determined by the City and/or the appropriate service provider.

(1 b) Provide written documentation from the service provider that the adequate capacity for service provision is available to service the site.

Policy b)

**1.12.2:** The City shall encourage through reasonable standards that adequate and reliable electric infrastructure is available for development and redevelopment. Electric infrastructure should be constructed, to the maximum extent practicable, to achieve compatibility with adjacent and surrounding land uses. ~~By 2018, t~~ The City shall modify



the Land Development Regulations to include criteria to ensure that there is a balance between the need for electricity and land use compatibility.

**FLU Objective 1.13:**

The City shall enhance public educational opportunities within the City by facilitating the siting and construction of future schools.

**FLU Policies:**

Policy a)

**1.13.1:** Schools shall be allowed in all Residential (RS-LD, RS-MD, and RS-HD) and Public Institutional (PI) future land use categories.

Policy b)

**1.13.2:** The City shall enter into an interlocal agreement with the Palm Beach County School Board to provide for an expedited development review process for public schools.

Policy c)

**1.13.3:** The City shall continue to coordinate with the School Board of Palm Beach County School Board concerning potential development applications which may adversely impact local school-age enrollment levels.

Policy d)

**1.13.4:** The City shall seek to co-locate public facilities, such as parks, libraries, and community centers, with public schools to the maximum extent possible.

**FLU Objective 1.14:**

The City shall promote economic development to aid in the diversification and growth of the economy.

**FLU Policies:**

**1.14.1:** The City shall increase tax revenue and stabilize the economy through the provision of job opportunities and engagement in increased capital investments as indicated in the newly adopted Economic Development Plan.

**1.14.2:** The City shall set forth a Vision and Strategic Action Plan to support economic development and investment as well as advancing the reputation and position of Greenacres in the regional marketplace to diversify and solidify an efficient economy.

**FLU Objective 1.15:**

The City will promote “Smart Growth” type initiatives providing for energy efficient development and land use patterns.



**FLU Policies:**

1.15.1: The City shall encourage sustainability by reducing the consumption of water and fossil fuel energy and using more eco-friendly alternatives to promote water and energy efficiency.

1.15.2: The City shall use more eco-friendly construction practices to create distinctive buildings and neighborhoods as well as common open space and recreational opportunities to achieve desirable and sustainable communities.

1.15.3: The City shall work locally and regionally to improve energy conservation, reduce greenhouse gas emissions and other pollutants that contribute to global warming as well as reduce the use of non-renewable natural resources by government operations and the community.

1.15.4: The City will encourage U.S. Green Building Council's LEED certification or similar program for all conditional use approvals and require a submission of LEED checklist with all site plan applications.

1.15.5: The City shall continue to review policies and promote programs which advance greenhouse gas reduction and energy conservation strategies; promote compact, transit-oriented, pedestrian-friendly development; further green construction practices and the design of climate sensitive and energy efficient buildings; encourage cluster development in order to retain or create native vegetative communities.

**VIII. SUPPORTING STUDIES**

**A. RECOMMENDED IMPLEMENTATION STUDIES**

Since the adoption of this Plan several supporting studies were undertaken to refine and implement the broad concepts outlined within this Plan Element. There are still other studies to be completed. The following studies which have assisted or will assist in implementing the land use component of this Plan are described below.

1. Neighborhood Planning Areas

A neighborhood can be defined as a "geographic area whose boundaries are determined for the purposes of preparing a plan for the people who live, work, or have an interest in the area."

The Neighborhood Planning Area approach can be used to inventory areas on a "micro" scale and refine land use planning for designated areas or a specific sector such as an a Activity Center sphere. Furthering the neighborhood planning area approach provides this micro analysis for planning and in essence the opportunity to create area strategies for land use implementation.

2. The Land Use Ratio Study

The implementation effort will seek to research and determine two seemingly simple and related land use questions. How much land do we need for residential, commercial, roadways etc. and how do we project these figures for future land use needs? Empirical evidence indicates that land use ratios vary per city with a number of factors accounting for the variance. This study to be



~~conducted by the City in 1991 will be based upon existing and future land use patterns which synthesizes the amounts of land area needed to accommodate land use.~~

### ~~3. Vacant Land Inventory~~

~~This will be a yearly report that maintains a current listing of site specific vacant land parcels and an accompanying set of land use recommendations for each parcel based upon the future land use plan.~~

### ~~4. Land Use Coding Classification System~~

~~This analysis will develop a manual for coding land use based upon characteristics inherent in the City's overall land use patterns. Said manual derived from the Standard Industrial Classification Manual would be utilized to code all land uses in the City for database management. The work efforts above in concert with other programmed actions throughout this Plan will serve to enhance planning endeavors and ensure a continuing process that will provide proper growth management for the City.~~

## IX. NOTES

1. The City of Greenacres "Zoning Ordinance Chapter 32", Article II, Section 32-3, Definitions - Number (58A).
2. Chapter 163 of Florida Statutes
3. Arnold Whiltich, Editor in Chief. Encyclopedia of Urban Planning (1st edition; New York): McGraw Hill, 1974), pg.644.
4. Joel T. Werth and David Bryant, A Guide to Neighborhood Planning, Report 342 Planning Advisory Service. (Chicago: American Planning Association, 1979), p.1.
5. Gregory Longhini and Michael Sutton, Land Use Ratios, PAS Memo (Chicago: American Planning Association: May 1983) p.1.
6. Palm Beach County Future Land Use Element
7. Town of Lantana, Future Land Use Element





**REVISION HISTORY**

March 16, 1998	Ord. 97-09
July 19, 1999	Ord. 99-09
December 6, 1999	Ord. 99-16
May 6, 2002	Ord. 2001-21
January 6, 2003	Ord. 2002-19
September 15, 2008	Ord. 2008-03
January 23, 2017	Ord. 2016-27
<u>xx.xx.2024</u>	<u>Ord. 2023-13</u>



# 3. TRANSPORTATION ELEMENT

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Goals, Objectives, &  
Policies



VI. GOALS, OBJECTIVE AND POLICIES

~~TE GOAL 1: It shall be the goal of the City of Greenacres to~~ The City of Greenacres shall develop a multimodal transportation system that includes enhanced facilities for walking, bicycling, transit, vehicular travel, and roadways to provide a safe, efficient movement of people, goods, and services within and through the community at a reasonable cost with a minimum detriment to the environment.

TE Objective 1.1:

Address mobility through a multi-modal transportation system that includes pedestrian, bicycling, transit, recreational, and roadway facilities.

TE Policies:

1.1.1: Prioritize overall mobility over traditional vehicular level of service.

1.1.2: Coordinate with the Palm Beach Transportation Planning Agency (TPA), the Florida Department of Transportation (FDOT), and other relevant agencies to address mobility throughout the City.

1.1.3: Support the complete street and design principles outlined in the TPA’s Lake Worth Road Corridor Study. Support the additional pedestrian crossings, pedestrian facilities, and transit facilities.

1.1.4: Prioritize transportation modes with consideration to environmental, social, accessibility and equity factors.

~~Objective 1~~ ***(Most of the language for this Objective and associated policies have been modified and are located within the new Objective 1.3. The following Policies are being wholly struck through for ease of reading and to provide clarity.)***

~~Develop an efficient and effective roadway network which meets existing and future needs.~~

~~Policy a)~~

~~Provide current and future land use plans socioeconomic data for use by the Palm Beach TPA in developing regional transportation plans upon request.~~

~~Policy b)~~

~~Require engineering review to coordinate street access of existing and new development to enhance traffic safety, traffic capacity, traffic flow of all users along arterial and collector roadways.~~

~~Policy c)~~

~~Provide coordination of City and required private development roadway improvements with~~



~~programmed County and State roadway improvements.~~

Policy d)

~~Require conveyance of roadway, intersection, and interchange right of way consistent with the adopted Palm Beach County Thoroughfare Right of Way Protection Map on all development orders issued by the City unless dedication shall be contrary to law or constitute a substantial taking.~~

Policy e)

~~The City shall continue to promote developments that provide a mix of uses at appropriate densities and intensities, redevelopment projects, commercial revitalization projects and projects supportive of an efficient transportation system.~~

Policy f)

~~The City adopts peak hour level of Service Standard "D" for all roads within the City's jurisdiction. Development Orders issued by the City shall be consistent with the level of service standards set forth in Palm Beach County's Transportation Element and the Countywide Traffic Performance Standard Ordinance.~~

Policy g)

~~The City shall investigate the creation of a Transportation Master Plan to analyze the existing conditions of automobile, transit, pedestrian and bicycle infrastructure to identify strategies for improvement of facilities related to users of all modes. The plan should identify specific projects and improvements targeted towards, each of the four modes, along with cost estimates, prioritization and funding sources.~~

Policy h)

~~Development projects shall provide, to the maximum extent possible, vehicular and pedestrian connections to more than one adjacent roadway. Adjacent projects shall be coordinated to provide, whenever possible, vehicular and pedestrian cross connections to reduce vehicle trips and reduce demand on the arterial and collector roadway systems.~~

Policy i)

~~To improve efficiency of service delivery to existing City residents, future annexation areas, and the City of Atlantis, the City shall seek the dedication of road right of way and the construction of vehicular and pedestrian improvements to create a local street connection between Haverhill Road and Military Trail south of the L-14 Canal and north of Lantana Road. This may be accomplished in conjunction with new development and redevelopment in the area and through other appropriate means.~~

**TE Objective 1.2:**

The City shall encourage the use of all modes of travel, including pedestrian and bicycle, by developing a citywide Mobility Plan.



~~Objective 2 (Most of the language for this Objective and associated policies have been modified and are located within the new Objective 1.5. The following Policies are being wholly struck through for ease of reading and to provide clarity.)~~

~~Provide adequate design standards to improve safety, reduce congestion, and reduce maintenance.~~

Policy a)

~~Further develop and maintain design standards that are compatible with the County and State design standards.~~

Policy b)

~~Require private development to conform to the Manual on Uniform Traffic Control Devices for on-site traffic control.~~

Policy c)

~~Require engineering review for safe vehicular and non-vehicular traffic flow and parking arrangements in private development.~~

Policy d)

~~Improve the safety and operation of City streets, through site access control, and other traffic operation improvements.~~

#### **TE Policies:**

- 1.2.1.** Develop a Mobility Plan to determine the overall mobility needs of all users, including motorists, pedestrians, and bicyclists, and will outline a range of mobility improvements needed to foster mobility.
- 1.2.2.** Collaborate with area stakeholders including residents, regional agencies, School Board of Palm Beach County, community planning groups, community advocates, public health professionals, developers, law enforcement officials, and others to better realize the mobility, environmental, and health benefits of a walkable and bikeable community through educational outreach activities.
- 1.2.3.** Identify in the plan existing bicycle routes and facilities, pedestrian paths and establish a network of interconnected paths and trails that link residential neighborhoods with parks, open spaces, schools, recreation opportunities, and key destinations.
- 1.2.4.** Continue to examine best practices and methods for the safe and context sensitive implementation of shared mobility and micromobility solutions, such as microtransit, dockless bicycle share, dockless scooters, and e-bikes.
- 1.2.5.** Evaluate establishing a Level of Service Standard “E” for City roadways as part of the Mobility Study.



**TE Objective 1.3:**

~~Objective 3 (The language for this Objective and associated policies have been modified and are relocated to New Objective 1.6.)~~

~~The City will cooperate with other agencies to minimize and reduce the negative impacts and enhance the positive impact of the development and growth of Greenacres.~~

~~Policy a)~~

~~Greenacres will work with the Palm Beach County Department of Engineering and Public Works, Palm Beach County MPO and the Florida Department of Transportation to improve State and County roadways within the City's limits.~~

- ~~1) Monitor and provide local input into Palm Beach County's Five (5) Year Roadway Plan to ensure that all county and state roads within the City achieve and maintain the Level of Service standard of "D".~~
- ~~2) Collect Palm Beach County Traffic Impact Fees on all new development within the City and transfer said fees collected to Palm Beach County to fund its 5 year Roadway Plan.~~
- ~~3) Coordinate with the Palm Beach County Department of Engineering and Public Works to ensure that all developments comply with Roadway Improvements Agreements.~~

~~The City shall develop an efficient and effective roadway network which meets existing and future needs.~~

**TE Policies:**

- 1.3.1.** Utilize the functional classifications for the road network based on Transportation Element Map TE.3 - City of Greenacres Functional Classification Existing Network.
- 1.3.2.** Require engineering review to coordinate street access of existing and new development to enhance safety and flow along arterial and collector roadways of all users along roadways.
- 1.3.3.** Provide coordination of City and required private development roadway improvements with programmed County and State roadway improvements.
- 1.3.4.** Require conveyance of roadway, intersection, and interchange rights-of-way consistent with the adopted Palm Beach County Thoroughfare Right-of-Way Protection Map on all development orders issued by the City unless dedication shall be contrary to law or constitute a substantial taking.
- 1.3.5.** ~~The City adopts~~ Maintain a peak hour level of Service Standard "D" for all roads within the City's jurisdiction. Development Orders issued by the City shall be consistent with the level of service standards set forth in Palm Beach County's Transportation Element and the Countywide Traffic Performance Standard Ordinance.



### 3. TRANSPORTATION ELEMENT

- 1.3.6. Development proposals that cause a roadway facilities to exceed the adopted level of service on a City roadway shall provide mitigation deemed appropriate by the City to offset the overall impact through mobility improvements.
- 1.3.7. To improve the efficiency of service delivery to existing City residents, future annexation areas, and the City of Atlantis, the City shall seek the dedication of road right-of-way and the construction of vehicular and pedestrian improvements to create a local street connection between Haverhill Road and Military Trail south of the L-14 Canal and north of Lantana Road. This may be accomplished in conjunction with new development and redevelopment in the area and through other appropriate means.
- 1.3.8. Support local agencies in their efforts to identify emergency evacuation routes and create policies, and to continue to provide support to the evacuation shelter at John I. Leonard High School.
- 1.3.9. Coordinate with and support efforts by FDOT, Palm Beach County and other strategic partners to implement intelligent Transportation System Management principles on roadways within the City, including optimization of traffic signal systems, transit prioritization, and technologies benefiting pedestrian and bicyclist movement at signalized intersections.
- 1.3.10. Coordinate with and support efforts by FDOT, Palm Beach County and other strategic partners to reduce congestion at major intersections within the City, such as but not limited to Jog Road & Forest Hill Boulevard and Jog Road & Lake Worth Road.
- 1.3.11. Collaborate with appropriate entities to provide infrastructure for services for multimodal connectors such as light rail which utilizes an east west thoroughfare for central Palm Beach County connecting from 441 to the east along Lake Worth or alternatively Forest Hill Boulevard. A west to east central connector shall serve the population within the area that are heavily reliant upon commuter services, pedestrian bicycles, and micromobility modes of travel.

#### **TE Objective 1.4:**

~~Objective 4~~ ***(The language for this Objective and associated policies have been modified and are relocated to the New Objective 1.7.)***

~~Develop future plans for traffic circulation consistent with the future land use plan to provide an adequate level of service.~~

~~Policy a)~~

~~Continue to cooperate with the County to implement the County Traffic Performance Standard to ensure traffic conditions on roadways within the City's jurisdiction will operate at Levels of Service equal to or better than those in Objective 1, Policy f above.~~

~~Policy b)~~

~~Proposed land use plan changes, property rezonings, land subdivisions, special exception petitions and site plan approvals and amendments shall be approved only with traffic circulation impact studies and mitigation measures to maintain required level of service on affected facilities.~~



The City shall preserve and protect existing and future rights-of-way from building encroachment by strict adherence to the Palm Beach County Thoroughfare Right-of-Way Protection Map.

**TE Policies:**

- 1.4.1.** Require conveyance of roadway, intersection, and interchange rights-of-way consistent with the adopted Palm Beach County Thoroughfare Right-of-Way Protection Map on all development orders issued by the City unless dedication shall be contrary to law or constitute a substantial taking.

**TE Objective 1.5**

The City shall provide adequate design standards to improve safety, reduce congestion, and reduce maintenance.

**TE Policies:**

- 1.5.1.** Development projects shall provide, to the maximum extent possible, vehicular and pedestrian connections to more than one adjacent roadway. Adjacent projects shall be coordinated to provide, whenever possible, vehicular and pedestrian cross-connections to reduce vehicle trips and reduce demand on the arterial and collector roadway system. Cross-connectivity shall include bicycle and pedestrian accommodations except where infeasible due to natural or environmental constraints.
- 1.5.2.** The City shall implement complete streets principles throughout the planning, programming, and construction of all new City roadways, redesigns and resurfacing of existing roadways to address the needs of all users.
- 1.5.3.** Further develop and maintain design standards for City-owned streets that are compatible with the County and State design standards.
- 1.5.4.** The City shall coordinate with the Palm Beach TPA, FDOT and Palm Beach County to implement complete streets principles on roadways within the City.
- 1.5.5.** Require private development to conform to the Manual on Uniform Traffic Control Devices for on-site traffic control.
- 1.5.6.** Require engineering review for safe vehicular and non-vehicular traffic flow and parking arrangements in private development.
- 1.5.7.** Improve the safety and operation of City streets, through site-access control, and other traffic operation improvements.
- 1.5.8.** Improve pedestrian safety by providing adequate lighting along sidewalks and in areas accessible to pedestrians. Ensure that adequate lighting is provided while simultaneously providing a shade tree canopy.





**TE Objective 1.6**

*(The language for this Objective and associated policies have been modified from old Objective 3.)*

The City shall cooperate with other agencies to minimize and reduce the negative impacts and enhance the positive impact of the development and growth of Greenacres.

**TE Policies:**

- 1.6.1.** The City shall work with the Palm Beach County Department of Engineering and Public Works, Palm Beach MPO TPA and the Florida Department of Transportation to improve State and County roadways within the City's limits.
- 1.6.2.** Monitor and provide local input into Palm Beach County's Five (5) Year Roadway Plan to ensure that all county and state roads within the City achieve and maintain the Level of Service standard of "D".
- 1.6.3.** Collect Palm Beach County Traffic Impact Fees on all new development within the City and transfer said fees collected to Palm Beach County to fund its 5-year Roadway Plan.
- 1.6.4.** Coordinate with the Palm Beach County Department of Engineering and Public Works to ensure that all developments comply with Roadway Improvements Agreements.

**TE Objective 1.7**

*(The language for this Objective and associated policies have been modified and are relocated from Old Objective 4.)*

The City will develop future plans for traffic circulation consistent with the future land use plan to provide an adequate level of service.

**TE Policies:**

- 1.7.1.** Continue to cooperate with the County to implement the County Traffic Performance Standard to ensure traffic conditions on roadways within the City's jurisdiction will operate at Levels of Service equal to or better than those in ~~Objective-1.3, Policy f~~ above.
- 1.7.2.** Proposed land use plan changes, property rezonings, land subdivisions, special exception petitions and site plan approvals and amendments shall be approved only with traffic circulation impact studies and mitigation measures to maintain required level of service on affected facilities.

**TE Objective 1.8:**

The City will continue to develop and refine policies that adjust parking requirements.

**TE Policies:**

- 1.8.1.** Regularly analyze, assess, and update parking requirements in the Land Development Regulations.



1.8.2. Consider future parking and facility requirement needs for new development considering the development and growth of ridesharing, connected vehicles, electric vehicles, ridesharing and vehicle automation.

1.8.3. Encourage shared parking principles for mixed use developments and for adjoining properties, where feasible. The City may allow for reduction in overall parking demand based on professionally accepted standards and qualitative data.

**TE Objective 1.9:**

Maintain safe and efficient operation of its transportation network through optimization of connectivity.

**TE Policies:**

1.9.1: Continue to strive to develop connectivity between transportation modes and throughout its road system as an integral part of providing overall mobility, including encouraging multiple access points onto the roadway network from neighborhoods and subdivisions.

1.9.2: Seek opportunities to provide an interconnected roadway network, especially in areas of the City where a complete network of streets is incomplete. The City shall require new development and redevelopment to provide interconnection to adjacent properties, where feasible, to provide alternative vehicular networks.

***(New Goal 2 with the associated Objectives and Policies have been modified below as follows:)***

**TE GOAL 2:** The City shall coordinate the transportation system with the adopted Future Land Use Map series and ensure that existing and proposed population densities, housing, non-residential intensities, employment patterns, and land uses are consistent with the mobility modes and services proposed to serve the City.

**TE Objective 2.1**

Promote increased development intensity in specific areas that are served by transit or could reduce vehicle-miles-travelled within the City. The sites shall provide an opportunity for dense, multiuse development in specific locations with adequate transit service, in addition to vehicular, pedestrian and bicycle access.

**TE Policies:**

2.2.1: Identify nodes and/or corridors for increased development intensity.

2.2.2: Develop incentives for development of the redevelopment sites, such as reduced parking requirements, increased density allowance, or reduced development fees.

2.2.3: Continue to promote developments that provide a mix of uses at appropriate densities and intensities, redevelopment projects, commercial revitalization projects and projects supportive of an efficient transportation system.



### 3. TRANSPORTATION ELEMENT

**TE GOAL 3:** Coordinate the traffic circulation system of the City with other ground transportation modes such as a bus, bicycle and pedestrian system.

**TE Objective 3.1:**

The City shall develop a bicycle and pedestrian transportation system which provides safe and accessible routes to major public and private facilities.

**TE Policies:**

**3.1.1:** ~~By 2013, the City shall~~Develop updated ~~develop~~ a Comprehensive Bicycle and Pedestrian Master Plans.

**3.1.2:** ~~The City shall~~ Require development to provide adequate pedestrian facilities during site plan approval or the functional equivalent.

**3.1.3:** Pedestrian, micro-mobility, and bicycle facilities shall provide effective and convenient access to new commercial and multi-family residential structures. Main public entrances to buildings shall include direct pedestrian access points from parking areas and from adjacent sidewalks and bikeways.

**3.1.4:** To the maximum extent financially feasible, the City shall adopt the following transportation strategies to enhance the pedestrian environment:

- a) Assess the City’s sidewalks to identify deficiencies in widths, connections, obstructions, and need for handicap accessibility. Sidewalks are recommended to be at least six feet in width on collector and arterial roads to provide a safe and comfortable walking experience.
- b) Develop a program to address any deficiencies identified in the sidewalk assessment that are within the jurisdiction of the City. For sidewalks under the County’s or FDOT’s jurisdiction, coordinate with the respective agencies to address their deficiencies.
- c) Ensure pedestrian connections between new developments and the surrounding roadways are provided through the land development review process.
- d) Work with developers and business owners to provide transit shelters within their developments when adjacent to existing bus routes or dedicate easements for provision of transit related and pedestrian facilities by the City when not currently served by Palm Tran.

**3.1.5:** The City shall develop and implement Complete Streets policies within its Land Development Regulations and establish a program to evaluate existing corridors within the City that would benefit from a Complete Streets Evaluation. Complete Streets are roadways designed to accommodate all users, including, but not limited to motorists, cyclists, pedestrians, and transit riders.

**3.1.6:** The City shall coordinate with FDOT as they complete Resurfacing, Restoration and Rehabilitation (RRR) plans on roadways within the City. Encourage the



implementation of bike lanes, where absent, on roads eligible for FDOT RRR projects.

**TE Objective 3.2:**

The City shall ensure that the residents of the City are serviced by the Palm Beach County Bus Transportation System.

**TE Policies:**

- 3.2.1.** The City shall coordinate with Palm Tran, South Florida Regional Transportation Authority (SFRTA) and other transit providers to provide and enhance service to all users.
- 3.2.2:** Seek to expand transit options that provide connections between the commuter rail-based transit stations and employment centers, high density residential developments, and recreational facilities.
- 3.2.3:** Continue to inform the TPA of information pertaining to new developments, building permits and build out rates and annexations through the Land Development Staff review process, concurrency management process and annual reports in order for the TPA to plan and provide the necessary public.
- 3.2.4:** Require that future developments make provisions for public transit facilities and amenities such as covered bus shelters and bus bays, as noted in Palm Tran’s design standards. The City shall coordinate closely with transit agencies to ensure that transit facilities and amenities are provided consistent with short and long-range plans of those agencies.
- 3.2.5:** Develop, through the land development code, mechanisms to encourage and provide opportunities for infill and redevelopment to improve transit corridors, including but not limited to, nodes of higher density and Transit Oriented Developments.

*(Old GOAL 2 with the associated Objectives and Policies have been modified as noted above)*

~~GOAL 2. ————— Coordinate the traffic circulation system of the City with other ground transportation modes such as a bus, bicycle and pedestrian system.~~

**Objective 4**

~~The City shall develop a bicycle and pedestrian transportation system which provides safe and accessible routes to major public and private facilities.~~

~~Policy a)~~

~~By 2013, the City shall develop a Comprehensive Bicycle and Pedestrian Master Plan.~~

~~Policy b)~~



~~The City shall require development to provide adequate pedestrian facilities during site plan approval or the functional equivalent.~~

Policy c)

~~To the maximum extent financially feasible, the City shall adopt the following transportation strategies to enhance the pedestrian environment:~~

- ~~1. Assess the City's sidewalks to identify deficiencies in widths, connections, obstructions, and need for handicap accessibility. Sidewalks are recommended to be at least six feet in width on collector and arterial roads to provide a safe and comfortable walking experience.~~
- ~~2. Develop a program to address any deficiencies identified in the sidewalk assessment that are within the jurisdiction of the City. For sidewalks under the County's or FDOT's jurisdiction, coordinate with the respective agencies to address their deficiencies.~~
- ~~3. Ensure pedestrian connections between new developments and the surrounding roadways are provided through the land development review process.~~
- ~~4. Work with developers and business owners to provide transit shelters within their developments when adjacent to existing bus routes or dedicate easements for provision of transit related and pedestrian facilities by the City when not currently served by Palm Tran.~~

Policy d)

~~The City shall evaluate developing Complete Streets policies within its Land Development Regulations. Complete Streets are roadways designed to accommodate all users, including, but not limited to motorists, cyclists, pedestrians and transit riders. Complete Streets policies shall require that pedestrian, bicycle, transit, motorist and other anticipated users of a roadway are included in evaluation and design of roadway cross-section based upon anticipated mobility and accessibility needs compatible within the surrounding environment. Complete Streets policies should address travel along the street as well as crossing the street. Complete Streets policies are context sensitive and should approach each street as unique and avoid standard one-size fits all design.~~

- ~~1. Develop a program to evaluate existing corridors within the City that would benefit from a Complete Streets Evaluation.~~

**Objective 2**

~~Ensure that the residents of the City are serviced by the Palm Beach County Bus Transportation System.~~

Policy a)

~~The City shall distribute operation information regarding the bus system (PALM TRAN).~~

Policy b)



~~The City will continue to inform the MPO of information pertaining to new developments, building permits and build out rates and annexations through the Land Development Staff review process, concurrency management process and annual reports in order for the MPO to plan and provide the necessary public transportation to ensure compliance with the adopted level of service for mass transit which is .05 percent transit trip for each vehicular trip.~~

~~Objective 3~~

~~The City shall preserve and protect existing and future right of ways from building encroachment by strict adherence to the Palm Beach County Thoroughfare Right of Way Protection Map.~~

~~Policy a)~~

~~Require conveyance of roadway, intersection, and interchange right-of-ways consistent with the adopted Palm Beach County Thoroughfare Right of Way Protection Map on all development orders issued by the City unless dedication shall be contrary to law or constitute a substantial taking.~~

~~VII. NOTES~~

- ~~1. Florida Department of Community Affairs Chapter 9J-5, Definitions 9J-5.003, pg. 4~~
- ~~2. Palm Beach County Traffic Division~~
- ~~3. Florida Department of Community Affairs Chapter 9J-5, Definitions 9J-5.003, page 6~~
- ~~4. Greenacres City Comprehensive Plan, Capital Improvements Element, Definitions of Relevant Terms.~~
- ~~5. 1994 Update to the Highway Capacity Manual, Transportation Highway Research Board, 1985.~~
- ~~6. Palm Tran System Route Map~~
- ~~7. West Palm Beach Urban Study Area (WPBUSA) Year 2015 Cost Feasible Plan, Final 1996.~~

REVISION HISTORY

September 15, 2008	Ord. 2008-03
April 15, 2019	Ord. 2018-13
<u>XX, XX, 2024</u>	<u>Ord. 2023-13</u>



# 4. HOUSING ELEMENT

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Goals, Objectives, &  
Policies



VI. GOALS, OBJECTIVES AND POLICIES

**HE GOAL 1:** The City of Greenacres shall ensure that safe, decent, sanitary, and affordable housing for all income levels is made available to the present and future segments of the City's population.

**HE Objective 1.1:**

The City shall will work cooperatively with the private sector to ensure the provision of adequate and affordable housing by creating a diversity of housing types through enhancement and development of cost effective development techniques, streamlining the review process, revising appropriate land development ordinances and inducing the development of additional single family detached units unit types that are conducive to meet the needs of existing and future residents of the City of Greenacres, including households with special needs.

**HE Policies:**

Policy a)

~~The City of Greenacres will enhance and develop cost effective development techniques including planned unit development, cluster housing, zero lot line, and townhouses to assure a diversity of housing types.~~

**1.1.1:** The City shall work cooperatively with the private sector to ensure the provision of adequate and affordable housing for all income levels. This will be achieved by creating a diversity of housing types through enhancement of cost-effective development techniques, streamlining the review process, revising appropriate Land Development Regulations (LDR) to meet the needs of existing and future residents of the City of Greenacres, including households with special needs.

(4 a) Through the utilization of Planned Unit Development (PUD), cluster housing, and other innovative development techniques, the City will develop density bonus incentives to the private sector for projects that include affordable workforce and attainable housing units.

Policy b)

**1.1.2:** The City shall Ppractice a development review process for all development, especially for affordable workforce and attainable housing, that assures quality control and review efficiency, while minimizing delays.

Policy c)

**1.1.3:** The City shall Rreview and revise appropriate Lland dDevelopment ordinances Regulations, and administrative procedures and policies, that may be in excess, and which inordinately increase private sector costs in meeting housing needs.

Policy d)





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

Policy e)

**1.1.5:** The City shall continue to allow the development of townhouse communities through the use of conventional Zoning Code requirements and without the need for a Planned Unit Development.

**1.1.6:** Provide adequate and affordable housing for all income levels and special needs groups of the City's population to include very low, low, moderate and middle income levels, as calculated annually by the Department of Housing and Urban Development (HUD).

**1.1.7:** Enable the elderly to remain in their own neighborhoods as their needs change by considering the use of accessory dwelling units, associated with a principal dwelling unit, smaller homes, shared housing and co-housing for the elderly.

**1.1.8:** To maintain a diverse housing stock available to all income ranges, the City shall continue to ensure a mix of housing development types, including market-rate and single-family housing units, are not excluded by the Comprehensive Plan and Land Development Regulations.

**1.1.9:** The City shall consider mixed use, townhouse, and multifamily development projects as viable development types to supply affordable, attainable, or workforce units.

**1.1.10:** Through the Future Land Use Element and Map, the City shall project needed lands specifically for affordable, attainable, and workforce housing development in an effort to supply units that will meet residential land projections and affordable housing needs.

**HE Objective 1.2:**

The City shall coordinate with applicable entities working towards preserving, revitalizing, and extending the useful life of the existing housing stock by the elimination of substandard housing units, and the implementation of structural and aesthetic improvements.

**HE Policies:**

Policy a)

**1.2.1:** The City will continue to Strictly enforce building, plumbing, electrical, housing and other related development codes.

Policy b)

**1.2.2:** The City shall ensure its participation Participate—in the Palm Beach County Community Development Block Grant (CDBG) Program.



**1.2.3** The City will continue to apply for funds and loans pertaining to housing rehabilitation as well as other funds for related neighborhood improvements.

Policy c)

~~The City of Greenacres shall implement a the Rental Housing Maintenance Inspection Program to protect the integrity of the City's housing stock.~~

~~**1.2.4** The City will maintain the a housing database including identification of substandard housing through Code Enforcement, Fire and Building inspections,~~the implementation of the Rental Housing Maintenance Inspection Program.~~~~

~~(2) The City shall develop a list of substandard housing units via the inspections program above and develop a demolition schedule for implementation based on the number of substandard units identified in the future.~~

~~(3 b) The City shall target all deficient units for rehabilitation and schedule such units for rehabilitation during the years 2008-2018.~~

Policy d)

**1.2.5** The City will continue to enforce building and development codes.

Policy e)

~~The City will continue to develop a list of substandard housing units. To the maximum extent financially feasible, the City will maintain a housing database by the year 2009 and establish a housing demolition schedule by 2011.~~

**1.2.6:** The City will coordinate with appropriate agencies to remedy the substandard housing conditions, including rehabilitation efforts or demolition.

**HE Objective 1.3:**

The City will ensure that adequate sites are available to meet the housing needs for very low, low, and moderate and middle-income range workforce housing as defined by Palm Beach County's workforce housing program.~~income persons.~~

**HE Policies:**

Policy a)

**1.3.1:** ~~Informally s~~Support and encourage ~~and pursue~~ programs that enable very low, low, and moderate and middle income families to acquire home ownership by providing available information and technical assistance on public and private funding programs, to be distributed by the City of Greenacres ~~Building Department and Planning and Engineering Department~~Development & Neighborhood Services Department.

Policy b)



**1.3.2:** The City shall informally assist very low, low and moderate income families in pursuit of loans and funding from the Palm Beach County Community Development Block Grant Program and other governmental and private sources of funding.

Policy c)

**1.3.3:** ~~By 2013, the The City's Planning Commission shall assess the status of very low, low and moderate income family housing needs and recommend further programs to implement the goals, objectives and policies of this Comprehensive Plan.~~

Policy d)

**1.3.4:** The City shall continue to meet the current and projected housing needs for low-moderate income housing sites through current City development regulations, which allow for 50' x 130' lots with minimum living areas of 1,000 s.f. in the ~~Residential~~ Residential Low (RS-LD) density district (Lots subdivided prior to 1925 shall be allowed a minimum living area of 750 s.f. in the Residential Low density zoning district) and through the promotion of mixed-use districts which include multi-family residential units.

Policy e)

**1.3.5:** The City shall establish incentives for developers to locate very low and low-moderate income housing and other special housing needs near ~~City spheres of activity centers~~ as indicated in the Future Land Use Plan Element where those activity centers ~~spheres~~ include schools, recreation, transit, and healthcare facilities that are adequate to meet the needs of those residents.

Policy f)

**1.3.6:** ~~The City shall avoid locating affordable housing in concentrated areas throughout the City- and promote design of mixed-income affordable housing projects that ensure the geographical distribution of affordable housing. Rather, affordable housing sites shall be located at spheres of activity centers as identified in the Future Land Use Element of the Comprehensive Plan.~~

**1.3.7:** Any density bonuses for affordable workforce and attainable housing projects through local, county, or state incentives shall consider projects that meet a set of criteria, including favoring locations near transit, employment centers, schools, and day-to-day services and amenities.

a) A density study that may include height bonus will need to be performed to evaluate further, including incentives for affordable workforce housing to achieve desired outcomes.

Policy g)

**1.3.8:** The City shall minimize the need for additional public services in affordable housing sites through the proper siting of developments projects and through ~~review at the~~



~~Land Development Staff~~ the development review process, prior to issuance of development orders.

**1.3.9:** Through capital projects and infrastructure planning, the City shall target public improvements in optimal areas for affordable workforce and attainable housing – including activity centers – to incentivize desired projects by reducing overall development costs.

Policy h)

**1.3.10:** The City shall work with other local municipalities and the County on the siting of affordable housing developments.

Policy i)

~~The City shall work cooperatively with other government and non-profit organizations studying the affordable housing issue, including supply and demand assessments.~~

Policy j)

**1.3.11.** The City shall continue to review development standards against available recommended benchmarks, and make adjustments when warranted, in order to continue to reduce unnecessary cost burdens on the provision of housing.

**1.3.12** The City shall incorporate Palm Beach County's Housing and Community Development Target Areas map and Florida Federally Designated Targeted Area Maps (when applicable) and any associated siting criteria into the Future Land Use Element and Housing Element to determine optimal locations for new housing.

**HE Objective 1.4:**

The City shall preserve and protect historically significant housing through coordination with the Palm Beach County Historic Preservation Board and assistance with State and Federal funding programs.

**HE Policies:**

Policy a)

**1.4.1:** The City shall cooperate with the Palm Beach County Historic Preservation Board should it be determined the existence of properties that may be worthy of a historic designation.

Policy b)

**1.4.2:** The City shall assist property owners of historically significant housing in applying for and utilizing state and federal assistance programs.

**HE Objective 1.5:**



The City shall provide adequate sites for licensed residential group homes care facilities, community residential facilities, adult congregate assisted living facilities, and foster care facilities in residential areas through the long-term planning horizon.

**HE Policies:**

Policy a)

**1.5.1:** The City of ~~Greenacres~~ shall continue to provide for the location of ~~group homes~~ residential group care facilities and foster care facilities as permitted uses in the Residential Medium (RS-MD) and Residential High (RS-HD) land use categories.

Policy b)

**1.5.2:** The City of ~~Greenacres~~ shall continue to allow ~~Adult Congregate Living Facilities~~ assisted living facilities (ACLF) and community residential facilities as an allowable use~~s~~ in the Residential Medium (RS-MD) and Residential High (RS-HD) land use categories.

Policy c)

**1.5.3:** Provide and support the provision of infrastructure and public facilities necessary for the sustenance and encouragement of group homes and thus inhabitants.

Policy d)

**1.5.4:** The City shall consider the limited allowance of licensed residential group homes care facilities in single family areas cognizant to restrictions on the composition and number of occupants, and the character and appearance of the structure.

**1.5.5:** The City shall ~~C~~continue to assess regulation of the placement of residential group homes care facilities by addressing maximum densities and the number of group homes and foster care facilities allowed within a geographically defined area.

**HE Objective 1.6:**

The City shall ensure that City-approved sites are provided and maintained for mobile home parks, ~~and~~ subdivisions, and manufactured housing.

**HE Policies:**

Policy a)

**1.6.1:** Enhance the Residential Mobile Home (RMH) zoning regulations by adding "state-of-the-art" provisions wherever appropriate.

**HE Objective 1.7:**

Uniform and equitable treatment for persons and businesses displaced by state and local government programs will be provided consistent with Sec. 421.55 F.S.



**HE Policies:**

Policy a)

1.7.1: Assure that reasonably located, standard housing at affordable costs is available to persons displaced through public action prior to their displacement.

**HE Objective 1:**

Collaborate with other agencies and jurisdictions to coordinate efforts and focus resources to supply affordable, attainable, and workforce housing in the community.

1.8.1: The City shall collaborate with other and support government, non-profit organizations and other local partners studying the affordable housing issue, including supply and demand assessments.

1.8.2: The City shall reference and incorporate objectives, strategies, or action items from Palm Beach County’s “Housing for All” Action Plan which align with City housing initiatives such as increasing the supply of attainable housing, and shall seek to participate in subsequent Action Plan updates to ensure coordination between interagency efforts.<sup>8</sup>

1.8.3: The City shall utilize the Palm Beach County Bond Proceeds Allocation Process referenced in the County’s “Housing for All” Action Plan to expand financing opportunities for projects that increase the supply of affordable housing.<sup>8</sup>

1.8.4: The City shall coordinate as appropriate with the Palm Beach County Workforce Housing Program, the Housing Leadership Council of Palm Beach County, and other relevant groups to seek developers, homebuilders, and property owners to build Low, Moderate 1, Moderate 2, and Middle-Income for-sale or rental housing projects within the City, specifically targeting those employed or seeking employment in Greenacres.<sup>9</sup>

**HE GOAL 2: Be a strong and sustainable community with character.**

**HE Objective 2.1:**

Preserve and revitalize the livability of the City of Greenacres neighborhoods and create a sense of place.

**HE Policies:**

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

2.1.2: Integrate Crime Prevention through Environmental Design (CPTED), to ensure that issues of community safety and crime prevention are adequately considered in land use, development and redevelopment activities, to assist in the integration of safety and security concerns throughout the development review process for all residential projects.



- 2.1.3: Promote energy efficiency, use of alternative energy, water conservation and climate adaptation methods in the construction and rehabilitation of new and existing buildings.
- 2.1.4: Collaborate with residential neighbors through the Code Enforcement Division, to foster the preservation and revitalization of our neighborhoods, prevent blight, and educate our neighbors on property maintenance standards.
- 2.1.5: Ensure through land development regulations that land use provides for healthy neighborhoods, including easy accessibility to food, locally determined needs for goods and services and amenities that encourage physical activity.

**HE Objective 2.2:**

Require residential design that implements the objectives and policies of other Comprehensive Development Plan elements and supports Green Design.

**HE Policies:**

- 2.2.1: Continue to phase residential development with the availability of urban services and infrastructure in accordance with the Concurrency Management System.
- 2.2.2: Minimize traffic on local residential streets by instituting site plan controls which will limit traffic generated by the commercial areas from directly accessing local residential streets.
- 2.2.3: Encourage new residential development and redevelopment to incorporate energy saving design and construction features, such as adequate insulation, solar power, less heat-absorbent roofing materials, and increased tree canopies, into design, construction and site development plans.
- 2.2.4: Encourage the use of renewable building materials in the construction of new or redevelopment of existing housing.

**NOTES**

1. “Attainable” housing is considered units that are affordable to households earning around the Area Median Income (AMI), calculated on an annual basis by the Department of Housing and Urban Development (HUD) (Palm Beach County: \$98,300 in 2023). The City’s focal point is on fostering attainable housing for all households, thereby mitigating the cost burden for those below the 140% AMI threshold, including affordable (0-60% AMI), and workforce (60-140% AMI) housing options. Households are deemed “cost-burdened” when their gross housing cost exceeds 30% of gross household income.
2. Florida Dept. of Community Affairs, Chapter 9J-5, F.A.C., Section 9J-5.010 HOUSING ELEMENT.
3. The City of Greenacres Zoning Regulations Chapter 16.
4. U.S. Dept. of Commerce, BUREAU OF THE CENSUS, Metropolitan Housing Characteristics, Nov.1983.
5. Standard Housing Code, Chapter XIII, Building and Housing, adopted 1982.



- 6. Palm Beach County Housing and Community Development, City of Greenacres Code Enforcement Area (CEA), HCD Improvements, REHABILITATION.
- 7. State of Florida, Dept. of Community Affairs, Robert G. Nave, Chief, Bureau of Local Planning, MEMO -Feb.21, 1989.
- 8. "Housing for All: Palm Beach County's Housing Action Plan", 2022. [Link to document.](#)
- 9. Figures and definitions are provided by Palm Beach County's Workforce Housing Program (WHP).

**REVISION HISTORY**

March 16, 1998	Ord. 97-09
December 6, 1999	Ord. 99-16
September 15, 2008	Ord. 2008-03
<u>xx,xx,2024</u>	<u>Ord. 2023-13</u>





# 5. UTILITIES ELEMENT

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Goals, Objectives, &  
Policies



III. GOALS, OBJECTIVES AND POLICIES

A. UT GOAL 1: It shall be the goal of the City of Greenacres to provide for the highest quality public facilities, which are properly coordinated with desired land use patterns, and which promote orderly, urban growth, to meet the demands of services in an efficient, economically feasible, and environmentally sustainable manner that are consistent with the existing and projected needs of the City, people's willingness and ability to pay for its services.

UT Objective 1.1:

The City of Greenacres, through its LDS review process will shall continue to ensure that at the time a development permit is issued, adequate public facilities are available or will be available when needed to serve the development. All system improvements for replacement, expansion or increase in capacity of facilities shall comply with the adopted Level of Service (LOS) standards for the facilities.

UT Policies:

Policy a)

1.1.1: The City hereby adopts the following level of service standards and they shall be used as the basis for determining the availability of facility capacity:

Facility	Level of Service
Sanitary Sewer	85 gallons per capita per day
Effluent	Per EPA and DEP regulations
Sludge	Per DEP and Solid Waste Authority
Solid Waste	7.13 pounds per capita per day
Drainage	Per SFWMD regulations
Potable Water	126 gallons per capita per day
Roadways	Level of Service D
Mass Transit	.05 percent transit trip per each vehicular trip
City Parks	3 acres per 1,000 City population
Public Schools	110% FISH capacity

<u>FACILITY</u>	<u>LEVEL OF SERVICE STANDARD</u>
Sanitary Sewer Facilities	85 gallons per capita per day
Effluent	Per EPA and DEP regulations
Sludge	Per DEP and Solid Waste Authority



## 5. UTILITIES ELEMENT

~~\_\_\_\_\_ Solid Wa All system improvements for replacement, expansion or increase in capacity of facilities shall comply with the adopted level of service standards for the facilities.~~

~~ste Facilities \_\_\_\_\_ 7.13 pounds per capita per day~~

~~\_\_\_\_\_ Drainage \_\_\_\_\_ Legal Positive Outfall, and per SFWMD regulations set forth in Chapter 40E-40 and 40E-41 F.A.C. Per Table 2 of the Stormwater Management Sub-Element, "Tertiary Drainage-LOS"~~

~~\_\_\_\_\_ Potable Water \_\_\_\_\_ 126 gallons per capita per day~~

~~\_\_\_\_\_ Roadways \_\_\_\_\_ Level of Service D~~

~~\_\_\_\_\_ Mass Transit \_\_\_\_\_ .05 percent transit trip per each vehicular trip~~

~~\_\_\_\_\_ City Parks \_\_\_\_\_ 3 acres per 1,000 City population~~

~~\_\_\_\_\_ Public Schools \_\_\_\_\_ 110% FISH Capacity~~

**1.1.2:** Assure that adequate facilities to meet Levels of Service will be in place and available to serve new development no later than the issuance of a certificate of occupancy.

**1.1.3:** Applicants seeking development approvals, shall obtain a written Level of Service availability statement from the applicable agencies indicating an adequate facility/service/supply consistent with the established level of service (LOS) standards are available to serve the development. At a minimum, the availability statements shall indicate that adequate facilities to meet adopted levels of service will be available and that all required delivery infrastructure shall be fully constructed and operable, prior to the issuance of Development Order (DO).

Policy b)

**1.1.4:** The City's development permit procedures and comprehensive planning shall be coordinated with each entity providing services to the City.

Policy c)

**1.1.5:** The City shall continue to prioritize and promotes the conversion of ~~developments presently serviced by wells and septic tanks~~ to centralized service.

Policy d)

**1.1.6:** The City through land development regulations will continue to require developments to obtain permits from the Lake Worth Drainage District and South Florida Water Management District as applicable for developments in the City.

**1.1.7:** Through its concurrency management system, the City will monitor the growth of population, building permits, certificates of occupancy, and available capacities.



1.1.8: The City shall coordinate with public utility service providers, develop procedures to update facility demand and capacity information as development permits are issued, and submit to the responsible agency the updated information.

**UT Objective 1.2:**

The City ~~will continue~~ shall to maintain a ~~six five-year (current year and five future years)~~ schedule of capital ~~improvements needed~~ improvement needs for public facilities, to be updated annually in conformance with the review process through the City's annual budget preparation process.

**UT Policies:**

Policy a)

1.2.1: ~~The City Manager and Department Directors will continue to evaluate and rank~~ shall develop an annual Capital Improvement Program for the purpose of evaluating and ranking projects which would improve the City's provisions for sanitary sewer, solid waste, drainage, potable water, roadways, mass transit, parks, and public schools to residents of the City of Greenacres.

**UT Objective 1.3:**

The City shall collaborate with Palm Beach County to ensure a continuing program of preventative maintenance of facilities to meet Levels of Service and, where appropriate, replacement of older water and sewer facilities.

**UT Policies:**

1.3.1: The City will continue to assist Palm Beach County Water Utilities Department with the development of a detailed inventory of local water and sewer lines, which includes the existing condition and anticipated life cycle of each system component.

1.3.2: The City will assist Palm Beach County Water Utilities Department in the development of a priority ranking system of facility replacement and/or expansion needs and, where appropriate, program the funding the improvements in the City's Capital Improvement Element.

**UT Objective 1.4:**

~~The City will continue to coordinate with Palm Beach County Water Utilities Department with to ensure the implementation of the mandatory requirements for connection to central services.~~

The City shall work with service providers to ensure that utility services are available and adequate to meet the needs of the City.

**UT Policies:**

STORMWATER

~~¶~~1.4.1: To ensure protection of developed areas from flooding, the City's Development &



~~Neighborhood Services Department Planning and Engineering Department~~ will continue to monitor development applications for submittal of permits in compliance with on-site secondary drainage system controls specified by South Florida Water Management District.

- 1.4.2:** The City will cooperate with the Lake Worth Drainage District and the South Florida Water Management District to reduce incidences of illegal dumping of materials and substances into the drainage canals.

~~Policy h)~~ GROUNDWATER

- 1.4.3:** The City shall forward to the Palm Beach County Department of Environmental Resources Management for comment those development applications directly affected by the provisions of the Palm Beach County Wellfield Protection Ordinance.

~~Policy i)~~

- 1.4.4:** City's ~~Development & Neighborhood Services Department Planning and Engineering Department~~ will continue to monitor development applications to ensure adequate assignments of maintenance easements to the South Florida Water Management District and the Lake Worth Drainage District.

~~Policy j)~~

- 1.4.5:** The City's ~~Planning and Engineering, Building, and Public Works Departments~~, through the land development review process will implement the National Pollution Discharge Elimination System Program and other methods to minimize or eliminate water pollution.

~~Policy a)~~ SANITARY SEWER WASTEWATER

- 1.4.6:** ~~1.~~The use of on-site wastewater treatment systems shall be limited to the following conditions:

- ~~a)~~ Existing septic tanks may remain in service until such time as centralized service is made available.
- ~~b)2.~~ The City will support and provide assistance to the Palm Beach County Public Health Unit in implementing guidelines for septic tank use in compliance with revised County Environmental Control Rule 1 (ECR I).

POTABLE WATER

~~Policy b)~~

- 1.4.7:** The City will cooperate with the Palm Beach County Water Utilities Department in the implementation of the Water and Wastewater Master Plan and the Water Supply Facilities Work Plan for raw water supply and potable water supply.

- 1.4.8:** ~~2.~~ All new development and redevelopment within wellhead protection areas must comply with the operational and material storage restrictions of the Palm Beach County Wellfield Protection Ordinance so as not to impact existing potable water wellheads.



**UT Objective 1.5:**

The City shall work with service providers to ensure that solid waste disposal services are provided to meet existing and projected future demands.

**UT Policies:**

Policy e)

**SOLID WASTE**

**1.5.1:** The City supports the collection of solid waste materials consistent with the Palm Beach County Solid Waste Act, Chapter 74-564, Laws of Florida, and the Palm Beach County Solid Waste Authority.

— Policy e)

**1.5.2:** The City through its land development regulations and development review process shall require that all new commercial development and multi-family development provide for recycling.

**1.5.3:** ~~SOLID WASTE~~ The City shall continue, with the cooperation of the Solid Waste Authority, to support regional and state policies pertaining to solid waste issues by endeavoring to reduce its solid waste stream, to improve resource recovery efforts and to dispose of hazardous materials in a safe manner as required by Chapter 403 F.S.

**1.5.4:** The City will continue to coordinate with Palm Beach Solid Waste Authority to ensure the city’s input to management of established landfill sites and their purchase/development of any future landfill sites, transfer stations and other alternative methods of solid waste disposal.

Policy d)

**1.5.5:** The City supports the collection of solid waste materials consistent with the Palm Beach County Solid Waste Act, Chapter 74-564, Laws of Florida, and the Palm Beach County Solid Waste Authority.

Policy e)

**1.5.6:** The City through its land development regulations and development review process shall require that all new commercial development and multi-family development provide for recycling.

**1.5.7:** The City shall coordinate solid waste management volunteer opportunities for a wide variety of organizations including school education programs, clean-ups and collection events.

**1.5.8:** Through the City’s partnerships, work to expand post-collection recycling and diversion efforts to reduce municipal solid waste disposal.



**UT Objective 4-1.6:**

The City will continue to require that water conservation measures as required under the revised building code and the City's zoning code be provided for new developments or revisions to developments within the City.

Policy a)

**UT Policies:**

**1.6.1:** The City of Greenacres Building Division ~~Department~~ will continue to provide inspection of water conservation devices.

Policy b)

**1.6.2:** The City will incorporate xeriscape principles in the design, installation and irrigation of landscapes at all public facilities.

Policy c)

**1.6.3:** The City will support the efforts by the Cooperative Extension Service, Soil Conservation Service, the ~~County School District of Palm Beach County Board~~, Palm Beach County, and the South Florida Water Management District in providing xeriscape education within the City.

**1.6.4:** The City shall continue to educate water users of the importance of water conservation and coordinate with the South Florida Water Management District in the implementation of water conservation programs such as but not limited to:

- a) Encourage the use of water-saving plumbing devices in new and existing structures.
- b) Reduce water line loss through leak detection, valve exercises and regular repair and replacement.
- c) Aggressively pursue the use of wastewater reuse for landscaping within rights-of-way and parks.

**UT Objective 5 1.7:**

The City shall ensure that future development will maximize the use of existing facilities and discourage urban sprawl by:

- ~~(1)~~ 1. Directing growth to appropriate areas within the established land use pattern;
- ~~(2)~~ 2. Promoting infill development; and,
- ~~(3)~~ 3. Permitting development that will not overtax capacities of existing facilities.

Policy a)

**UT Policies:**



SANITARY SEWER

**1.7.1:** Development will be directed to those areas within the established land use pattern having adequate sewer facilities available and concurrent to accommodate the proposed development.

- a) During development review activities the City shall consult and coordinate with the Palm Beach County Water Utilities Department in assessing the availability of adequate sewer capacities.
- b) The City shall continue to analyze the feasibility of installing public sewer to the original section of the City and other developed areas still utilizing septic tanks when conditions such as costs, funding sources, and public health concerns change.

Policy b)

**1.7.2:** The City shall promote infill development that utilizes existing sewer facilities by restricting certain land uses from the use of septic tanks in accordance with ECR I and 10D-6, F.A.C.

Policy c)

**1.7.3:** Timing of future development will be determined by the established service level and capacity of existing public sewer facilities and future facility expansions.

- a) The City will coordinate with Palm Beach County Water Utilities Department on future sewer facility expansions by informing them on a quarterly basis of annexations and on a regular basis through the land development process, of proposed developments and land use changes that require sanitary sewer service.

Policy d)

**1.7.4:** The City shall continue to analyze the feasibility of installing public sewer to the original section of the City and other developed areas still utilizing septic tanks when conditions such as costs, funding sources, and public health concerns change.

SOLID WASTE

**1.7.5:** The City shall promote infill development that utilizes existing solid waste collection routes.

Policy e)

**1.7.6:** Timing of future development will be determined by the established service level and capacity of existing solid waste facilities, and future facility expansions.

- 4) 1. \_\_\_\_\_ The City will continue to coordinate with the Solid Waste Authority to reduce and dispose of solid waste by informing them of major changes in





land use pattern and annexations.

Policy f)

DRAINAGE

**1.7.7:** Development will be directed to those areas within the established land use pattern having adequate drainage facilities available and concurrent to accommodate the proposed development.

- 4) 1. \_\_\_\_\_ During development review activities, the City shall consult and coordinate with the South Florida Water Management District and the Lake Worth Drainage District in assessing the availability of adequate drainage facility capacities.

Policy g)

**1.7.8:** The City shall promote infill development that utilizes existing drainage facilities presently in place.

Policy h)

**1.7.9:** Timing of future development will be determined by the established service level and capacity of existing drainage facilities and future facility expansions.

- a) The City will coordinate with South Florida Water Management District and the Lake Worth Drainage District on future drainage facility expansions.

Policy i)

POTABLE WATER

**1.7.10:** Development will be directed to those areas within the established land use pattern having adequate potable water facilities available and concurrent to accommodate the proposed development.

- a) During development review activities, the City shall consult and coordinate with the Palm Beach County Water Utilities Department in assessing the availability of adequate potable water facility capacities.

Policy j)

**1.7.11:** The City shall promote infill development that utilizes existing potable water facilities presently in place.

Policy k)

**1.7.12:** Timing of future development will be determined by the established service level and capacity of existing potable water facilities and future facility expansions.

- 4) a) \_\_\_\_\_ The City will coordinate with Palm Beach County Water Utilities Department on future potable water facility expansions.

Policy b)



Policy c)

Policy d)

Policy f)– STORMWATER

**1.7.13:** To ensure protection of developed areas from flooding, the City's Development and Neighborhood Services Planning and Engineering Department will continue to monitor development applications for submittal of permits in compliance with on-site secondary drainage system controls specified by South Florida Water Management District.

Policy g)

**1.7.14:** The City will cooperate with the Lake Worth Drainage District and the South Florida Water Management District to reduce incidences of illegal dumping of materials and substances into the drainage canals.

GROUNDWATER

**1.7.15:**~~Policy h)~~ The City shall forward to the Palm Beach County Department of Environmental Resources Management for comment on those development applications directly affected by the provisions of the Palm Beach County Wellfield Protection Ordinance.

Policy i)

**1.7.16:** The City's ~~Planning and Engineering~~ Development and Neighborhood Services Department will continue to monitor development applications to ensure adequate assignments of maintenance easements to the South Florida Water Management District and the Lake Worth Drainage District.

Policy j)

**1.7.17:** The City shall monitor and participate in the Federal National Pollution Discharge Elimination System Municipal Separate Storm Sewer (NPDES MS4) permitting program administered by the Florida Department of Environmental Protection (Florida DEP).

~~The City's Planning and Engineering, Building, and Public Works Departments, through the land development review process will implement the National Pollution Discharge Elimination System Program and other methods to minimize or eliminate water pollution.~~

**UT Objective 6 1.8:**

The City of Greenacres will continue to implement procedures with Palm Beach County Water Utilities Department, Palm Beach County Solid Waste Authority, South Florida Water Management District, and Lake Worth Drainage District to coordinate the operation, maintenance, extension and increase in the capacity of public facilities to meet current and projected needs.

Policy a)

**UT Policies:**



**1.8.1:** The City will meet on a regular basis with Palm Beach County Water Utilities to schedule the following:

- a) The replacement of defective or obsolete potable water and sanitary sewer facilities;
- b) ~~2)~~The correction of existing potable water and sanitary sewer facility deficiencies; and
- c) ~~3)~~ The provision of new facilities to meet future potable water and sanitary sewer needs.

Policy b)

**1.8.2:** The City shall coordinate with and support the Palm Beach County Water Utilities Department (PBCWUD) in fulfilling the Utility’s obligation to plan for future water supplies through the adoption and scheduled updates of a Water Supply Work Plan and incorporation of the alternative water supply projects identified in the South Florida Water Management District’s Lower East Coast Regional Water Supply Plan pursuant to Section 373.0361(2)(a) or proposed by the County under Section 373.0361(7)(b), Florida Statutes.

- 4) a) \_\_\_\_\_ The City shall coordinate with and support the PBCWUD in fulfilling the Utility’s obligation to coordinate with the South Florida Water Management District and to consider the latest version of the District’s Lower East Coast Water Supply Plan pursuant to Section 373.0361(12)(a), Florida Statutes, when developing or updating the Utility’s Water Supply Work Plan.
- 2) b) \_\_\_\_\_ The PBCWUD’s 10-Year Water Supply Facilities Work Plan updated February 5, 2020, is adopted by reference and established to meet current and projected potable water needs based on the availability and appropriate use of regional water resources and the combined use of alternative water supplies. The City shall coordinate with and support the PBCWUD in fulfilling the Utility’s obligation to initiate revisions to their Work Plan and County Comprehensive Plan for consistency with the County’s Water Use Permit renewals at a minimum of every 5 years or within 18 months after the SFWMD approves an updated Lower East Coast Water Supply Plan. The City shall update the Comprehensive Plan as necessary to implement the Palm Beach County Water Supply Facilities Work Plan as so modified.

Policy c)

**1.8.3:** The City will meet as necessary with the Solid Waste Authority to discuss strategies, priorities and concerns and to schedule the following:

- a)4) The replacement of defective or obsolete solid waste facilities;
  - b)2) The correction of existing solid waste collection and disposal deficiencies; and
- The provision of new facilities to meet future solid waste disposal needs.



Policy d)

**1.8.4:** The City will meet as needed with representatives of the South Florida Water Management District and the Lake Worth Drainage District to discuss strategies, priorities and concerns and to schedule the following:

- a) 4, The replacement of defective or obsolete drainage facilities;
- b)2)—The correction of existing drainage deficiencies; and
- c)3)—The provision of new facilities to meet future drainage needs.

Policy e)

**1.8.5:** The City, through its land development review process will continue to route pertinent information to and solicit pertinent comments from Palm Beach County Water Utilities Department, Solid Waste Authority, South Florida Water Management District, Lake Worth Drainage District and Palm Beach County Land Development and Traffic Divisions, during the development approval and Comprehensive Plan amendment processes.

—Policy f)

**1.8.6:** The City will continue to monitor land development and Comprehensive Plan amendment proposals for areas situated in unincorporated Palm Beach County but depicted within the City's ultimate annexation boundaries, and under its land development review process will continue to route pertinent information to and solicit pertinent information from the Palm Beach County Planning, Zoning and Building Department, Palm Beach County Water Utilities Department, Palm Beach County Engineering, Solid Waste Authority, South Florida Water Management District and Lake Worth Drainage District about such proposals.

**UT Objective 7 1.9:**

The City will continue to implement measures to protect, preserve and enhance the underlying aquifer supplies with proper management of natural recharge areas and drainage features.

**UT Policies:**

Policy a)

**1.9.1:** The City will utilize information prepared by Palm Beach County and the South Florida Water Management District pertaining to prime natural groundwater aquifer recharge areas in reviewing the location of new developments.

Policy b)

**1.9.2:** The City will continue to promote and actively seek use of clustering and other innovative land use techniques in order to preserve and protect the functions of natural drainage features in new developments.

Policy c)



**1.9.3:** The City will continue, through its land development regulations, to enforce open space and retention basin requirements as requested by South Florida Water Management District for new developments ~~to in order to~~ maximize percolation and filtration of water runoff through the earth's surface.

**1.9.4:** If the South Florida Water Management District determines that areas within the City are high recharge areas, the City will coordinate with the District and its programs to amend the Code of Ordinances to provide measures for natural aquifer recharge protection.

**1.9.5:** The City will continue to require permeable open space and in the case of larger developments, water retention areas, in order to assist in aquifer recharge.

**1.9.6:** The City shall implement a water reuse program utilizing reclaimed wastewater to recharge surficial wetlands and shallow aquifer systems.

**UT Objective § 1.10:**

In order to ensure that public facilities and services at the adopted level of service as identified in Objective 1 of the ~~Infrastructure~~ Utilities Element are available concurrent with the impacts of development, the City adopts a Concurrency Management System.

Policy a)

**UT Policies:**

**1.10.1:** The adopted Level of Service standards as identified in Objective 1 of the Infrastructure Element shall be maintained through the implementation of capital improvement programs of the State of Florida, Palm Beach County, the School District of Palm Beach County, and the City of Greenacres.

Policy b)

**1.10.2:** Prior to the issuance of a development order, a proposed project will be reviewed for compliance with the required public services.

Policy c)

**1.10.3:** In order for the City to review a proposed development for concurrency requirements, the applicant shall complete a level of service impact statement for the various services. The statements shall provide the required information for capacity reservation for the proposed project.

Policy d):

**1.10.4:** The City, through its land development regulations and this Concurrency Management System, will ensure that adequate public facilities are in place prior to the issuance of a final development order.

Policy e):



**1.10.5:** In determining that the necessary public facilities and services, including water supply, are in place prior to the issuance of a development order, public services are considered to be in place when:

- a) There is capacity and public service readily available to serve the proposed development.
- b) The necessary facilities and / or services are under construction or identified as assured construction in the service provider's capital improvement budget or identified in the first three years of the applicable, adopted Florida Department of Transportation and Palm Beach County's five-year work program.
- c) The construction of the required facilities to serve the development is guaranteed by the applicant through a development agreement pursuant to Section 163.3220, F.S. or an agreement or development order issued pursuant to Chapter 380, F.S. or some other means of binding agreement or contract to ensure that the service will be provided no later than the issuance of a Certificate of Occupancy or earlier when service is otherwise needed.
- d) Roadway capacity concurrency may also be satisfied through compliance with Section 163.3180(5)(h)(2) a. through e. of the Florida Statutes concerning proportionate share payments and existing deficiencies. Such satisfaction shall be determined by Palm Beach County through enforcement of the Countywide Traffic Performance Standards (TPS) Ordinance as mandated by the County Charter.
- e) concurrency determination will be made by staff prior to the issuance of a development order for those services required to meet the City's adopted level of service standards as set forth in Objective 1, Policy a) of the Infrastructure Element for potable water, sanitary sewer, solid waste, drainage, parks, mass transit and roads.
- f) A concurrency approval is required prior to the issuance of a development order, unless the proposed development is identified on the City's list of committed development dated March 12, 1990.
- g) Unless otherwise restricted by the service provider, a concurrency capacity reservation approval shall be valid for the life of the development order associated with the project. Should the development order expire, the concurrency approval shall also expire.
- h) The capacity reservation for projects shall be subtracted from the total capacity in the service provider's system, namely, Palm Beach County roadway system, water and sewer system, solid waste and mass transit capacities.

### **UT Objective 1.11:**

The City will continue to enforce stormwater drainage regulations which shall provide for protection of natural drainage features and ensure that future development utilized stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.



**UT Policies:**

**1.11.1:** The City shall remain abreast of new stormwater requirements as promulgated by the State and South Florida Water Management District and shall revise local policies and regulations, as necessary.

**1.11.2:** The City will continue to protect and preserve water quality by requiring the use of construction site Best Management Practices and the incorporation of techniques such as on-site retention, use of pervious surface and native vegetation.

**UT Goal 2:** Ensure that all areas of the City are reasonably protected from flooding with consideration to the City’s natural and built environment.

**UT Objective 2.1:**

Ensure that adequate Stormwater Management is provided by developing and implementing development stormwater standards.

**UT Policies:**

**2.1.1: Development Stormwater Standards**

**a) Finished Floor Elevation.** The lowest finished floor elevation shall be the greater and more stringent of the following:

- i. A minimum of the calculated stage elevation for the site based on the 100-year design storm; or,
- ii. Elevations designated in the Florida Building Code as amended.
- iii. Standards set forth in the “Floodplain Management” section of City Code of Ordinances, as may be amended from time to time.

**b) New development and redevelopment.** Commercial developments, new residential subdivisions, multi-family developments shall be designed and constructed to meet state and local laws governing water quality and quantity criteria, as described in South Florida Water Management District’s Environmental Resource Permit Applicant’s Handbook, as may be amended from time to time. The site shall be graded to harmonize with adjacent property improvements and elevations and to prevent off-site discharge onto adjacent properties, public rights-of-way and easements.

**c) Single Family Lots.** Site improvements in association with the construction or modification of residential homes on single family lots in existing subdivisions shall be designed to retain at least the first inch of runoff from the site or the total runoff of 2.5 inches times the percentage of imperviousness, whichever is greater. The site shall be graded to harmonize with adjacent property improvements and elevations and to prevent off-site discharge onto adjacent properties, public rights-of-way and easements.



- d) **Stormwater Quality in Construction.** Any construction activity for private or public purposes that disturbs soil or generates construction debris, foreign substances, chemicals, liquids or other undesirable substances harmful to the environment shall comply with the Stormwater Element of the National Pollutant Discharge Elimination System (NPDES) as mandated by Section 402(p) of the Clean Water Act (CWA) and promulgated in the State of Florida under Section 403.0885, F.S. and any other Federal, State, and Local regulations. Best Management Practices (BMPs) shall be employed on all such construction projects as provided in the latest edition of the Florida Stormwater Erosion and Sedimentation Control Inspector’s Manual.
  
- e) **Roadway stormwater standards.** Stormwater systems for new roads or road reconstruction shall be designed to at least meet the minimum criteria in the South Florida Water Management District’s Environmental Resource Permit Applicant’s Handbook.
  
- f) **Floodplain.** Calculated flood elevations based on the ten year and one-hundred-year return frequency rainfall of three-day duration shall not exceed the corresponding elevations of the ten year “Flood Criteria Map” and the “100 Year Flood Elevation Map”.

**IV. NOTES**

- 1. Chapter 163.3164, Florida Statutes; Community Planning Act; definitions, and Chapter 163.3194, Florida Statutes; Legal status of comprehensive plan.
- 2. Greenacres City and Executive Management and Engineering Consultants, Inc., Comprehensive Development Plan Amendments to Sept. 30, 1987 Progress Report Work Documents, Oct. 23, 1987.
- 3. Palm Beach County, 1989 Comprehensive Plan, SANITARY SEWER ELEMENT, POTABLE WATER, STORMWATER MANAGEMENT AND SOLID WASTE.
- 4. U.S. Dept of Agriculture, Soil Conservation Service, Soil Survey of Palm Beach County, Dec. 1978, SANITARY FACILITIES.
- 5. Solid Waste Authority of Palm Beach County, Comprehensive Solid Waste Management Plan, June 1, 1988, SOLID WASTE AUTHORITY’S MANDATE.
- 6. Executive Management and Engineering Consultants, Inc., Comprehensive Development Plan, DEFINITIONS, Dec. 1987.
- 7. U.S. Dept. of Agriculture, Soil Conservation Service, Soil Survey of Palm Beach County Area, Florida – DEC. 1978, climate.
- 8. Palm Beach County, Description and Evaluation of the Effects of Urban and Agricultural Development on the Surficial Aquifer System, 1988.





## 5. UTILITIES ELEMENT

- 9. ~~Palm Beach County, SFWMD, Water Resources Data and Related Technical Information July 30, 1987, GEOLOGY/HYDROGEOLOGY, 2.C).~~
- 10. ~~Town of Greenacres City, Florida, Comprehensive Planning Program, October 1975, WATER - PALM BEACH COUNTY WATER AND SYSTEM 2.~~
- 11. ~~PBCWUD, Water Master Plan Supplement, James M. Montgomery, as updated in 1993.~~
- 12. ~~Palm Beach County Wellfield Protection Ordinance (No. 88-7), Dept. of Environmental Resources Management, pg. 5.~~
- 13. ~~Strategic Regional Policy Plan, Treasure Coast Regional Planning Council.~~
- 14. ~~Affordable Housing Needs Assessment Methodology, 1995.~~
- 15. ~~Florida Department of Transportation Drainage Manual.~~
- 16. ~~South Florida Water Management Division, Water Use Planning and Management, INTRODUCTION.~~
- 17. ~~Description and Evaluation of the Effects of Urban and Agricultural Development on the Surficial Aquifer System, Palm Beach County, Florida, 1988.~~
- 18. ~~Palm Beach County Comprehensive Plan, 1989, AQUIFER RECHARGE.~~

### REVISION HISTORY

September 15, 2008	Ord. 2008-03
December 1, 2008	Ord. 2008-19
January 23, 2017	Ord. 2016-27
<u>XX, XX, 2024</u>	<u>Ord. 2023-13</u>



# 6. CONSERVATION ELEMENT

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Goals, Objectives, &  
Policies



V. GOALS, OBJECTIVES AND POLICIES

CON GOAL 1: ~~The City of Greenacres shall conserve, protect, and appropriately manage the natural resources of the City of Greenacres to ensure the highest possible environmental quality. The City of Greenacres shall conserve, protect, and manage the natural resources of the City of Greenacres to provide a resilient, sustainable, and livable City.~~

A.4 AIR QUALITY OBJECTIVE AND POLICIES

CON Objective 1.1:

~~The City shall work cooperatively with Palm Beach County in meeting the air quality levels established by DEP. The City shall continue to promote compliance with pertinent air quality standards through cooperation with Palm Beach County and the Florida Department of Environmental Protection~~

CON Policies:

Policy a)

1.1.1: ~~Facilitate efforts of the Air Pollution section of the Palm Beach County Public Health Department and the Florida Department of Environmental Protection to administer the Air Pollution Inventory Source Program and to identify emissions violators within the City. The City shall continue to coordinate with the County, adjacent municipalities and relevant state agencies in the monitoring of air quality impacts and the identification of emission violators within the City.~~

Policy b)

1.1.2: Reduce the potential impacts from ~~for~~ automobile emission pollution by:

- ~~1~~ a) Requiring an increase in ~~ing the volume of~~ vegetation along arterial roadways; and
- ~~2~~ b) Promoting alternative transportation options such as carpooling, public transit and bicycle and pedestrian paths.
- c) Exploring alternative fuel vehicles and equipment for City acquisitions.

Policy c)

1.1.3: Continue to work with Palm Beach County Health Department to ensure required permits are obtained by all businesses in the City.

Policy d)

1.1.4: Work with County and State agencies to establish Code revisions which eliminate or mitigate adverse atmosphere pollution impacts on or from the City of Greenacres due to development.



**1.1.5:** The removal of natural vegetation shall be timed such that it will occur only to those areas in which construction is anticipated during the succeeding three (3) months.

A.2 WATER QUALITY OBJECTIVES & POLICIES

**CON Objective 1.2:**

The City of ~~Greenacres~~ shall work cooperatively with Palm Beach County, South Florida Water Management (SFWMD), and Lake Worth Drainage District (LWDD) in protecting the quality and quantity of current and projected water sources that flow into estuarine and/or oceanic waters and in conserving water resources.

**CON Policies:**

Policy a)

**1.2.1:** Continue to require developments to obtain Environmental Resource Permits (ERP) addressing water quality and quantity for compliance with all State regulations as a condition for development approval pursuant to Chapter 373 F.S. and Chapters 40E-4, 40, 41, 400 F.A.C.

Policy b)

**1.2.2:** ~~Promote and actively seek the planting of desirable vegetation along drainage features to act as cleansing agents for the water through the use of upland buffer and littoral plantings.~~ The City shall will coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, and other infrastructure services and level-of-service standards with the Palm Beach County Water Utilities Department, Palm Beach County Department of Environmental Resources Management, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.

Policy c)

**1.2.3:** Cooperate with Palm Beach County, South Florida Water Management District and Lake Worth Drainage District to impose and enforce protection measures, conservation measures and to monitor contamination levels and flow rates in order to maintain or improve the quality and quantity of water resources in the City for consumption, aesthetic, and recreational purposes.

Policy d)

**1.2.4:** Continue to ensure that development complies with the provisions of the Palm Beach County Wellfield Protection Ordinance.

Policy e)

**1.2.5:** Seek opportunities through the development review process, Intergovernmental Plan Amendment Review Committee (IPARC), ~~Metropolitan~~ Palm Beach Transportation



~~Planning Organization Agency (TMAPA) and interlocal agreements to appropriately use conserve, and protect subsurface water quality and supply.~~

Policy f)

**1.2.6:** Discourage withdrawal of subsurface water in excess of recharge and replenishment capabilities through continued cooperation with the South Florida Water Management District (SFWMD).

Policy g)

**1.2.7:** Meet when appropriate on a regular basis with representatives of the Palm Beach County Water Utilities Department, South Florida Water Management District, and Lake Worth Drainage District to discuss issues of mutual concern, including water quality and quantity issues.

Policy h)

**1.2.8:** In accordance with the City's Ordinance No. 85-27, the City shall continue to implement the water shortage plans of the South Florida Water Management District. The City will cooperate with local, regional, state, and federal partner agencies to understand the potential impacts of climate change on the region's water resources and shall facilitate as necessary, the enforcement of water shortage plans and orders pursuant to Ch. 373.609 Florida Statutes; and Rule 40C-21, Florida Administrative Code.

Policy i)

**1.2.9:** To conserve water resources, the City shall continue to implement the rainfall sensor requirement for all new irrigation systems in accordance with City Ordinance No. 90-42. The City shall support Palm Beach County Water Utilities Department's efforts to use innovative alternative technologies to augment water resources including but not limited to, conventional reclaimed water irrigation piping systems, constructed wetlands, aquifer storage and recovery (ASR), groundwater recharge, and indirect reuse systems.

Policy j)

**1.2.10:** The City of Greenacres shall continue the implementation of the provisions of the City's Landscape Code that require proper plant selection and siting, preservation of existing native vegetation, removal of invasive species, the use of native plants, xeriscape practicesing, efficient irrigation systems, and appropriate maintenance procedures.

Policy k)

**1.2.11:** The City of Greenacres shall support Palm Beach County Water Utilities Department's efforts to encourage the continuation of existing water conservation programs as directed by various public and private agencies and organizations through the distribution of information provided by those entities. In the event that irrigation quality reclaimed water becomes available adjacent to or within the City of Greenacres, the City shall cooperate with Palm Beach County Water Utilities Department to create a



Mandatory Reclaimed Water Service Area, as described in Policy 2.1-b of the Palm Beach County Comprehensive Plan, to encourage the use of reclaimed wastewater for irrigation.

Policy l) —

~~1.2.12: The City of Greenacres shall support Palm Beach County Water Utilities Department's prohibition of water only meters used strictly for irrigation, where reasonable alternative irrigation sources exist. To protect the water resources of the City and Palm Beach County, the City hereby adopts Chapter 62-25 F.A.C. or as amended, as water quality standards for stormwater discharge.~~

Policy m)

~~1.2.13: The City of Greenacres shall support Palm Beach County Water Utilities Department's efforts to promote water conservation through the use of increasing block utility rate structures. The City shall continue to participate in the National Pollutant Discharge Elimination System (NPDES) permit program as authorized by the Clean Water Act, which controls water pollution by regulating point sources that discharge pollutants into Florida waters.~~

Policy n) —

~~The City of Greenacres shall support Palm Beach County Water Utilities Department's efforts to use innovative alternative technologies to augment water resources including conventional reclaimed water irrigation piping systems, constructed wetlands, aquifer storage and recovery (ASR), groundwater recharge, and indirect reuse systems.~~

Policy o) —

~~In the event that irrigation quality reclaimed water becomes available adjacent to or within the City of Greenacres, the City shall cooperate with Palm Beach County Water Utilities Department to create a Mandatory Reclaimed Water Service Area, as described in Policy 2.1 b of the Palm Beach County Comprehensive Plan, to encourage the use of reclaimed wastewater for irrigation.~~

Policy p)

~~To protect the water resources of the City and Palm Beach County, the City hereby adopts Chapter 62-25 F.A.C. as water quality standards for stormwater discharge.~~

Policy q)

~~The City shall continue to participate in the National Pollutant Discharge Elimination System (NPDES) permit program as authorized by the Clean Water Act, which controls water pollution by regulating point sources that discharge pollutants into Florida waters.~~

A.3 LAND, SOILS, MINERALS –OBJECTIVE AND POLICIES

**CON Objective 1.3:**



The City of Greenacres shall regulate and control all activities which affect the surface of the land and the minerals beneath the land's surface.

**CON Policies:**

Policy a)

**1.3.1:** ~~The City shall~~ Base land use decisions, in part, on consideration of the limitations, capabilities and potential of the soils.

Policy b)

**1.3.2:** ~~The City shall~~ Consider the merits and needs, necessary in the future, ~~of to guide~~ing new urban and residential development to areas with suitable soils.

Policy c)

**1.3.3:** Encourage ~~conservation and protection of areas suitable for mineral extraction and~~ encourage land alteration techniques that control and minimize erosion.

Policy d)

**1.3.4:** Remove invasive exotic vegetation (e.g., Brazilian Pepper, Melaleuca and Australian Pine) as defined by the State, in such a manner to minimize seed dispersal of such species, according to the following:

- a) Privately owned lands at the time of development or redevelopment, as a condition of development approval, or sooner when opportunities arise ~~voluntary service may be offered~~; and
- b) Publicly owned lands at the time of development, or sooner when economically feasible.

Policy e)

**1.3.5:** Continue to require a written assessment of the ecological and/or environmental impacts of any new development, including a soil suitability analysis, as part of the development approval process.

Policy f)

**1.3.6:** Continue to provide landscape credits for preservation of native, historic, unique, endangered, or threatened trees.

Policy g)

**1.3.7:** Continue to promote and actively seek ~~clustering~~ clustered development and other innovative development techniques that ~~to~~ protect native, rare, and unique natural features.

Policy h)



**1.3.8:** Continue to implement and enforce Ordinance 94-04 of the Land Clearing and Grubbing Code to prevent unauthorized land clearing to protect natural vegetative communities.

Policy i)

**1.3.9:** Continue to require native species to satisfy at least 50% of the required tree count as a condition of site plan approval.

Policy j)

**1.3.10:** Continue to coordinate with various agencies through the Intergovernmental Plan Amendment Review Committee (IPARC) and the Treasure Coast Regional Planning Council (TCRPC).

**1.3.11:** Continue the City's commitment to being recognized as a Tree City USA by maintaining the Arbor Day Foundation's Tree City Requirements.

A.4 NATURAL ENVIRONMENTS OBJECTIVES AND POLICIES

**CON Objective 1.4:**

Develop the City of Greenacres in a manner consistent with the maintenance of ecological communities and the capabilities of the natural environment and to provide proper planning and management of the natural resources, including the conservation and protection of wildlife and habitats of wildlife and marine communities and wetlands.

**CON Policies:**

Policy a)

**1.4.1:** Obtain and apply current environmental information which identifies opportunities and constraints to the distribution of land use and development potential available.

**1.4.2:** Require all applications for development orders to contain information on the site's natural resources at a level of detail and specificity to enable the City to determine required protective measures.

~~Objective 5~~

~~Provide proper planning and management of the natural resources, including the conservation and protection of wildlife and habitats of wildlife and marine communities and wetlands.~~

Policy a)





**1.4.3:** Create Generate awareness and create learning opportunities for local residents regarding environmental problems and issues related to the City of Greenacres through new or existing partnerships and engagement programs.

Policy b)

**1.4.4:** Seek the assistance of the Florida Game and Freshwater Fish Commission, IPARC, and other state, county, and local agencies during the process to identify significant ecological communities and wetlands and ~~strengthen~~ continue to enforce the City's regulations regarding the construction, appropriate use, or protection of such sites.

Policy e)

**1.4.5:** Support legislation which serves to enhance the natural environment when consistent with the City's other development goals.

Policy d)

**1.4.6:** Develop the local enforcement of regulatory controls in special areas of environmental concern such as hazardous waste management, flood prone areas, recreational water bodies, native vegetation areas, major waterways, wetlands, and other environmentally sensitive areas.

Policy e)

**1.4.7:** The City will continue, through its land development regulations, to enforce open space and retention basin requirements for new developments in order to maximize percolation and filtration of water runoff through the earth's surface.

Policy f)

**1.4.8:** To protect the City's natural resources, the City hereby adopts the South Florida Water Management District basis of review or as amended for Environmental Resource permit applications to ensure the protection of natural systems including wetlands in accordance with Chapter 40 E-4.205 through 40E-4.451 F.A.C

**1.4.9:** The City Shall encourage innovative and sustainable drainage techniques, such as the incorporation of bio-swales, Low Impact Development, and green roofs for development projects within the City.

FLOODPLAIN MANAGEMENT

**CON Objective 1.5:**

Objective 6

~~The City of Greenacres shall continue to require proposed developments to provide flood protection measures to safeguard human life and welfare in accordance with the adopted levels of service.~~ The City shall protect the flood storage and conveyance functions of the 100-year floodplain.



### CON Policies:

#### Policy a)

- 1.5.1:** The City should continue to monitor the latest land use control criteria relating to flood prone development for possible inclusion in the existing zoning ordinance, subdivision regulations or other applicable guiding documents.
- 1.5.2:** The City of Greenacres shall continue to require proposed developments to provide flood protection measures to safeguard human life and welfare.

#### **Objective 7**

- 1.5.3:** To prevent loss of life and property through the restriction of building in special flood hazard areas, the City shall continue to enforce its adopted Floodplain Management Ordinance (2016-14) and subsequent amendments and shall maintain requirements.

#### Policy a)

- 1.5.4:** The City shall participate in the National Flood Insurance Program Community Rating System (CRS) and strive to maintain or improve its current rating.

#### Policy b)

- 1.5.5:** The City shall participate in the Insurance Services Office, Inc. (ISO) Building Code Effectiveness Grading Schedule and strive to maintain or improve its current rating.

## HAZARDOUS WASTE AND MATERIALS

### **CON Objective 1.6:**

Assure that generation, storage, transport, and disposal of wastes in the City are managed with the best available technology to protect environmental quality.

### **CON Policies:**

- 1.6.1:** The City, in cooperation with the Florida Department of Environmental Protection and Palm Beach County, shall encourage an annual Amnesty Days Program in an effort to reduce improper disposal of residential and commercial hazardous and special wastes and their containers.
- 1.6.2:** When new sewers are extended into an area currently using septic systems for wastewater disposal, the City shall continue to require that all buildings connect to the public wastewater collection system.
- 1.6.3:** New subdivisions shall provide sewer and lateral connections for each lot in the development.
- 1.6.4:** New septic tank systems shall meet applicable state and county standards for permitting and all applicable regulations adopted in the local code of ordinances.



1.6.5: The City shall cooperate with all appropriate public agencies to ensure that solid and hazardous wastes generated within the City are properly managed to protect the environment. The City shall report any identified hazardous waste violation to the appropriate jurisdictional agency.

### ENDANGERED AND THREATENED SPECIES.

#### CON Objective 1.7:

The tally and migration of endangered and threatened species within the City will be identified, and the habitat of recognized species shall be protected and managed, and the impacts to such habitat shall be adequately mitigated, to support their continued existence.

#### CON Policies:

1.7.1: The City shall sponsor a biological survey of natural habitats within municipal limits to identify areas of suitable habitat for listed species, and to estimate population size and viability for those species which do occur.

1.7.2: Areas known to support a viable population of a listed species, or which provide habitat of a size and character that is suitable for long term protection of a listed species, shall be given priority in the acquisition of public parks or preserves. Any such park shall be managed in a manner consistent with preservation of the listed species and its habitat.

1.7.3: The City shall seek the cooperation of government and private conservation agencies in the preservation of lands which harbor a recognized population of one or more listed species and their habitat.

### ENERGY REDUCTION AND CONSERVATION.

#### CON Objective 1.8:

The City will take steps to reduce the consumption of energy fossil fuels through promoting more efficient land use development patterns and uses which provide alternatives to commuting to and from employment in order to reduce personal vehicle trips.

#### CON Policies:

1.8.1: The City will promote the use of infill development along its existing commercial corridors to increase the diversity of uses located in close proximity to one another to reduce the need for multiple trips or to travel cross town.

1.8.2: The City will promote mixed-use development patterns in new projects to provide greater diversity of use in close proximity of one another to promote reduced dependence on automobiles, and increased use of pedestrian and bicycle travel.

1.8.3: To the greatest extent possible, the City should work with providers of multimodal transportation systems, such as Palm Tram, to encourage them to expand, or establish service in and around the City to reduce local dependence on use of automobiles.



1.8.4: The City will develop a Bicycle/Pedestrian Master Plan no later than 2025 to provide a blueprint for the development of a City-wide trail plan to provide interconnectivity of residential and commercial areas to promote bicycle and pedestrian travel as an alternative to the automobile.

1.8.5: The City will continue working on increasing employment opportunities for Greenacres residents that reduce or eliminate the need to commute to and from work.

1.8.6: The City will support Federal and State incentives to promote use of energy efficient technology, including but not limited to solar heating, photovoltaic cells, more efficient insulation systems, and other clean energy sources.

1.8.7: The City shall encourage all new development in the city to build green based on LEED, USGBC or similar guidelines.

**VI. NOTES**

1. Legal status of comprehensive plan, Chapter 163.3194, Florida Statutes.
2. Florida Department of Environmental Regulation, Florida: State of the Environment.
3. State of Florida, Florida Statutes, Chapter 372.
4. State of Florida, Florida Statutes, Chapter 373.
5. Palm Beach County Comprehensive Plan - 1989, Coastal Zone Management, HURRICANE EVACUATION.
6. Draft amendment to the EAR based on the Palm Beach County Conservation Element of the Comprehensive Plan.
7. Palm Beach County Health Department, Division of Environmental Science and Engineering, Annual Report 1995.
8. Palm Beach County Wellfield Protection Ordinance.
9. Federal Emergency Management Agency, LETTERS TO THE CITY OF GREENACRES.
10. S.F.W.M.D., Water Resources Data and Related Technical Information to Assist Local Government Planning In Palm Beach County, July 30, 1987.
11. S.F.W.M.D., District Water Management Plan, Vol. 1, April 1995.
12. South Florida Water Management District, Xeriscape Plant Guide, 1987.
13. South Florida Water Management District, Chapter 40E-21, Water Shortage Plan.
14. U.S. Dept. of Agriculture, Soil Conservation Service, Soil Survey of Palm Beach County Area, Florida.

**REVISION HISTORY**

September 15, 2008	Ord. 2008-03
December 1, 2008	Ord. 2008-19
January 23, 2017	Ord. 2016-27
<u>X XX, 2024</u>	<u>Ord. 2023-13</u>



# 7. RECREATION & OPEN SPACE ELEMENT

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Goals, Objectives, &  
Policies



**V. GOALS, OBJECTIVES AND POLICIES**

~~A. GOAL: The development of a recreation/open space system that adequately provides for the needs of City residents and enhances the overall environmental characteristics of the City.~~

**PROVISION OF PARKS AND FACILITIES**

ROS Goal 1: The development and maintenance of a park and recreation system which provides for a myriad of recreational opportunities that is cost effective and efficient to develop, preserve and maintain the natural environment and makes the best use of the land; incorporates aesthetics as an essential component of park and facility design; and produces a sense of place and community for its users and nearby neighborhoods.

**ROS Objective 1.1:**

~~The City of Greenacres shall adopt a comprehensive program to ensure that, at a minimum, the level of service for parks and recreation facilities is maintained at 3.0 acres per thousand population, with an even distribution and supply of parks and recreational facilities throughout the City that meets the needs of all citizens and visitors continue to maintain and upgrade, where appropriate, existing open spaces, green spaces, parks, and recreational facilities.~~

**ROS Policies:**

~~Policy a)~~

~~The City hereby adopts the standards shown in Table 12a as the Recreation and Open Space Level of Service standard.~~

~~Policy b)~~

~~The City will collect impact fees for the "Parks and Recreation Fund", to raise revenues for the acquisition, improvement and expansion of recreational park and open space areas.~~

~~Policy c)~~

**1.1.1:** ~~The City shall develop an official "City Park Map" to identify generalized locations for future acquisition and improvements within one year of adoption of this plan, with provisions for updates at a minimum of five year intervals. maintain a minimum of 3 acres of suitable developed and undeveloped park, recreation, and open space land per 1,000 residents.~~

~~Policy d)~~

**1.1.2:** ~~The City shall improve and maintain the level of service and quality of City parks, as financially feasible, to enable its residents to enjoy compatible parks and recreation amenities as other jurisdictions. will acquire additional land by 2017 (or earlier if the population growth warrants it) in order to maintain the adopted level of service standards, giving allowance for the time necessary to acquire and develop the parkland.~~

**OPEN SPACE**



**Objective 2:**

~~Lands designated as “open space” will be protected from incompatible land uses and will remain functionally intact through the year 2017.~~

~~Policy a)~~

~~The City shall enforce land development regulations which include specific open space definitions and standards addressing protection of open space, natural vegetation, landscape and signage.~~

~~Policy b)~~

~~The City shall protect existing natural areas found along the corridors of existing right-of ways through the development of a “Streetscape” enhancement program.~~

**PUBLIC ACCESS**

**Objective 3:**

~~Continue to provide automobile, bicycle and pedestrian access to all public recreation facilities.~~

~~Policy a)~~

~~The City shall acquire and develop right of ways for access to those public parks and facilities identified herein with access deficiencies.~~

~~Policy b)~~

~~The City shall provide the necessary handicap facilities, parking spaces and bicycle racks at recreation sites where such facilities are needed parks and facilities.~~

**COORDINATION OF RESOURCES**

**Objective 4:**

~~The City shall negotiate with private and other public entities in an effort to attain or maintain adopted levels of service for recreational opportunities in the community~~

**1.1.3:** The City will develop a parks and open space master plan no later than 2025 to assess desired and needed parks and facilities, parklands, open space, and amenities and continue to plan to improve identified current and projected shortfalls based on populations or other goals. The parks master plan will identify, the following:

- a) Community-driven needs assessment of the City’s parkland and open space facilities;
- b) A comprehensive system of parks, open spaces, and trails;
- c) Connectivity of bike paths, sidewalks, and waterways, and methods of interconnecting the system to residential, commercial, and public uses;
- d) Desired levels of service for regional, community, and neighborhood park facilities and the appropriate mix of community, neighborhood, and special parks needed to service their populations;
- e) A cost and prioritization system
- f) Relationship of parks and open space master plan to other Infrastructure priorities; and,



g) Opportunities for protection of sensitive habitats, species, and historical, archeological, and cultural resources.

Policy a)

~~Maintain the existing joint-use agreements between the City and School Board of Palm Beach County concerning the joint use of parks and recreational facilities.~~

Policy b)

~~The City shall provide incentives for developers to provide recreational and clubhouse facilities in their developments through land dedication credits.~~

Policy c)

~~The City shall coordinate efforts with Palm Beach County Utilities, and other county agencies, to identify those sites to be phased-out of use in the future and that are available for park purposes.~~

**Objective 5:**

~~The City shall continue to ensure that adequate provision and efficient distribution of parks and recreation facilities will be provided according to Tables 11 and 12a.~~

Policy a)

~~When a park activity threshold listed in Table 11 is reached, the City shall investigate the applicability of providing such activity or facility.~~

Policy b)

~~The City will utilize such tools as public hearings and user surveys to encourage public input during the investigation.~~

**1.1.4:** The development, maintenance and operation of parks shall be coordinated with other departments and functions of the City, particularly through planning, engineering, capital improvements programming, special events and public safety functions.

**1.1.5:** The City shall utilize the parks system as a means to promote sustainability and protect the natural resources of the City.

a) The City shall utilize drought-tolerant, native, and Florida-friendly vegetation in parks to minimize maintenance costs, irrigation, and chemical use and to promote biodiversity.

b) Where possible, the City shall preserve healthy native tree canopy.

c) The City shall actively remove invasive and noxious species from all parks.

d) The City shall actively seek opportunities within parks for users to observe and interact with the natural environment in a safe and unobtrusive manner.

e) The City shall explore opportunities for including community gardens within park spaces.

f) The City shall provide educational kiosks and interpretive signage within park spaces that describe the City's commitment to and specific activities related to sustainable practices, as well as ways that citizens can participate.





**ROS Objective 1.2:**

The City shall acquire land necessary for maintain the parks and recreation level of service (LOS) standards. Parks shall be strategically located in order to maximize accessibility to residents served.

**Objective 6:**

~~The City shall continue to exercise its authority to designate land for open space.~~

Policy a)

**ROS Policies:**

**1.2.1:** The City shall continue to acquire public park land or fees in lieu of land dedications from private developers through the subdivision and PUD regulations.

**1.2.2:** Development of the park sites shall be consistent with specific plans designed to:

- a) Achieve cost efficiency;
- b) Fulfill the spatial and functional needs of the intended uses;
- c) Enhance the appearance of the City; and,
- d) Establish highly visible City focal points, which reinforce a sense of community.

Policy b)

**1.2.3:** The City ~~shall~~will continue to ~~convert~~consider conversion of appropriately located and sized publicly owned vacant land to passive and active recreational areas.

**1.2.4:** The City shall encourage parks to be "adopted" by various sports, neighborhood, civic or business organizations to provide active assistance in their adopted park's maintenance or adopted field/court

**1.2.5:** Public park or recreation areas operated or maintained by City shall not be converted to other uses, except by determination of the City Council that such conversion is in the public interest. City shall seek appropriate compensation or replacement land if such land is taken.

**1.2.6:** The City shall continue to coordinate efforts with County and local utility agencies to identify sites for public recreation purposes, such as utilization of easements of power lines, drainage or gas lines for recreational trails or linear parks consistent with Florida Department of Environmental Protection, Florida Department of Transportation, and Federal Highway Administration guidelines for greenways and trails.

**ROS Objective 1.3:**

The City shall continue to provide a variety of recreational facilities and services that contribute to the health and wellbeing of all residents.

**ROS Policies:**

**1.3.1:** The City shall target public park facilities and activities toward a variety of age ranges.



## 7. RECREATION AND OPEN SPACE ELEMENT

- 1.3.2:** New City parks will be primarily designed and developed to provide for multiple uses and recreational activities, suitable for the park site and its intended users, where physically possible and permissible. The City will also improve existing suitable parks to expand the types of recreational facilities or opportunities available at each suitable park site.
- 1.3.3:** The City shall enhance the accessibility for mobility impaired individuals for parkland, open space, playgrounds, trails, and related facilities.
- 1.3.4:** The City shall incorporate health community programming through education and physical activity programming.
- 1.3.5:** The City will prioritize recreation programs and activities that reflect the City resident needs while planning for and implementing increased recreational programming and opportunities. The City will develop methods to monitor and assess changing community recreational needs and demands over time.

### **ROS Objective 1.4:**

The City will improve and enhance access to park, recreation, community, arts and cultural facilities and connectivity to activity centers and neighborhoods through development of the City trail system, sidewalks, and enhanced streetscapes.

### **ROS Policies:**

- 1.4.1:** The City will place a priority on the planning, design, funding, and construction of recreational trails to increase pedestrian mobility, multi-modal transportation, and connectivity, and to lower the City's overall carbon footprint.
- 1.4.2:** As a high priority, fill gaps in multi-purpose trail connectivity by linking existing parks, high-density residential areas, and areas with limited available parkland.
- 1.4.3:** The City will work to create a Bicycle and Trail/Pathway System Plan which provides enhanced non-motorized connectivity opportunities.
- 1.4.4:** The City will ensure coordination between the proposed Mobility Plan identified in the Transportation Element and its planning efforts on the provisions of bicycle facilities and multipurpose trails.
- 1.4.5:** The City will work cooperatively with private, non-governmental, and public entities to pursue enhanced and expanded recreational activities, recreation programs, and civic use facilities on public and privately owned lands.
- 1.4.6:** During its annual review of recreation site and facility needs, the City shall coordinate planning for recreation and open space improvements with each level of government, including Palm Beach County, major civic groups, and the private sector to promote recreational and educational opportunities in a cost-effective manner.



VI. NOTES

- 1. U.S. Census 1980, 1993 Special Census
- 2. City of Greenacres Leisure Services Department "Operating Expense Survey", Dec. 12, 1988.
  - Boynton Beach 12%
  - Boca Raton 16%
  - Palm Springs 8%
  - Lake Worth 5.5%
  - West Palm Beach 12%
  - City of Greenacres 5.5%
- 3. Open Space Marilyn Spigel Schultz and Vivian Loeb Kasen, Encyclopedia of Community Planning and Environmental Management (New York, New York: Facts on File Publications, 1984)
- 4. State of Florida, Department of Natural Resources, "Outdoor Recreation In Florida 1987, User-Oriented Outdoor Recreation
- 5. State of Florida, Dept. of Community Affairs 9J-5.005 "Concurrency Management System", (1)(a) Level of Service Standards, pg. 4.
- 6. Greenacres City "Zoning Ordinance Chapter 32", Article VII, Section 32-69, Planned Unit Development - Standards and Criteria, pg. 60.
- 7. City of Greenacres Ord. No 83-41, Oct 10, 1983., Section 26-51, B.1., General Standard

**REVISION HISTORY**

September 15, 2008	Ord. 2008-03
May 4, 2015	Ord. 2015-02
April 15, 2019	Ord. 2018-24
<u>xx.xx, 2024</u>	<u>Ord. 2023-13</u>



# 8. CAPITAL IMPROVEMENTS ELEMENT

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Goals, Objectives, &  
Policies



**GOALS, OBJECTIVES AND POLICIES**

A. **CIE Goal 1:** The City of City shall undertake actions necessary to adequately provide needed public facilities for all residents within the City in a manner which protects investments in existing facilities, maximizes the use of existing facilities and promotes orderly compact urban growth.

**CIE Objective 1.1:**

Capital improvements will be provided to correct existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities as indicated in the yearly updated 5-Year Schedule of Improvements of this Element in the budget documents.

**CIE Policies:**

**1.1.1:** The City shall include all projects ~~identified in Table 1A in this plan element~~ within the Capital Budget 5-Year Schedule of Improvements as part of the annual budgeting process.

**1.1.2:** The City shall fund all capital improvements projects in the 5-Year Schedule (Table 1A) of Improvements; especially those projects which are necessary in correcting an existing or future deficiency within the five-year period.

**1.1.3:** The City's ~~Planning and Engineering Development & Neighborhood Services~~ Department shall serve as the coordinating body of the City in ensuring that projects listed in the 5-Year Schedule of Improvements are completed.

**1.1.4:** Proposed capital improvements shall be evaluated and ranked according to the following criteria:

- a) ~~(1)~~If the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities;
- b) ~~(2)~~If the project increases efficiency of use of existing facilities, prevents or reduces future improvement cost, provides service to developed areas lacking full service, or promotes in-fill development;
- c) ~~(3)~~If the project represents a logical extension of facilities and services within the City;
- d) ~~(4)~~If the project causes an adverse impact to the City's budget; and,
- e) ~~(5)~~If the project is financially feasible and is consistent with the plans of applicable state agencies and the South Florida Water Management District and the Lake Worth Drainage District.

**1.1.5:** Capital Improvement Projects will be implemented in order to maintain the City's adopted level of service standards as established in this plan. The projects shall be identified as either funded or unfunded and given a level of priority for funding.



**1.1.6:** The City will coordinate with Palm Beach County to ensure that the County projects necessary to maintain the adopted level of service for public facilities/services provided by the County (Table 1B) are constructed to maintain the adopted level of service to serve developments in the City of Greenacres.

**1.1.7:** The City shall ~~incorporate~~ recognize the School District of Palm Beach County Five-Year Capital Improvement Schedule ~~and as may be amended, as Table 8 of the Capital Improvement Element.~~ The City shall have no obligation or responsibility for funding the School District's ~~Board's~~ Capital Facilities Plan. (MOVED FROM OBJECTIVE 1.5)

### **CIE Objective 1.2**

Future development will bear a proportionate cost of facility improvements necessitated by such development in order to maintain adopted LOS standards.

Policies:

**1.2.1:** The City shall continue to support and aid in the implementation and enforcement of Palm Beach County's Countywide impact fees.

**1.2.2:** The City shall continue to participate in and support Palm Beach County's Countywide Traffic Standards Ordinance and Program.

**1.2.3:** The City shall continue to re-examine its own impact fees to ensure the following:

~~(1)~~**a)** that development bear its proportionate costs of improvements;

~~(2)~~**b)** that such fees are applied in the proper manner;

~~(3)~~**c)** that such impact fees are designed to withstand any legal challenge; and,

~~(4)~~**d)** that such fees are designed whenever possible to account for the effect of inflation and subsequent reduced buying power and increased costs over time.

**1.2.4:** The City shall continue to ensure that all mandatory dedications or fees in lieu of shall be a condition of final plat approval for the provision of recreation and open space and general government services.

### **CIE Objective 1.3**

The City will administer its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

### **CIE Policies:**

**1.3.1:** Prior to the issuance of a certificate of occupancy, the City shall coordinate with other applicable agencies or government units to ensure the provision of all public facilities needed to serve development for which development orders were previously issued.



**1.3.2:** The City shall continue to adopt a 5-year capital improvement program and annual capital budget as a part of its budgeting process.

**1.3.3:** The City shall continue to make aggressive efforts to secure grants or private funds whenever available to finance the provision of capital improvements.

**1.3.4:** The City shall continue to utilize a fiscal impact analysis review system for all development and redevelopment activities.

### **CIE Objective 1.4:**

Decisions regarding land use, the issuance of development orders, and permits will be coordinated in concert with the City's projected fiscal capability and Capital improvements identified in ~~Table No. 1A, Table No. 1B, and Table No. 1C~~ in the budget documents adopted annually ~~of this element to ensure:~~

- a) that adopted levels of service are maintained; and,
- b) that existing and future facilities needs are met.

### **CIE Policies:**

**1.4.1:** The City shall ~~use~~ continue to apply the established long range and concurrency LOS standards in ~~Objective 1.1, Policy a – the Infrastructure~~ Utility Element and Intergovernmental Coordination Element ~~of this Plan~~ in reviewing the impacts of new development and redevelopment ~~upon public facilitiesy provision.~~

**1.4.2:** The City shall require developments to provide public facilities that are lacking in order to issue development orders and permits.

**1.4.3:** The City shall limit its maximum ratio of total debt service to total revenue of fifteen percent (15%) and its maximum ratio of outstanding capital indebtedness to property tax base of five percent (5%).

**1.4.4:** Consistent with the current Comprehensive Plan and Code of Ordinances, the City shall continue to require that the necessary public facilities are available to developments prior to the issuance of a development permit.

**1.4.5:** Development orders shall not be issued unless there is sufficient capacity to permit the development; or capital projects (necessary to maintain the adopted level of service) will be constructed concurrently with the development.

**1.4.6:** The City's schedule of transportation improvements shall include transportation improvements included in the Palm Beach County Metropolitan Transportation Planning Agency's ~~Organization~~ transportation improvement program adopted pursuant to Section 339.175(8), F.S. to the extent that such improvements are relied upon to ensure concurrency and financial feasibility in the City.

~~1.4.6 The City shall continue to apply concurrency to transportation public facilities based on the approved level of service standards as set forth in the plan in Objective 1, Policy a) of the Infrastructure element, or as set forth in Objective 8 of the Infrastructure Element of this plan.~~



~~Objective CIE 1.5~~ MOVED TO POLICY 1.1.7

~~The City of Greenacres shall incorporate recognize the Palm Beach County School District Five Year Five Year Capital Improvement Schedule and as may be amended, as Table 8 of the Capital Improvement Element. The City shall have no obligation or responsibility for funding the School Board's Capital Facilities Plan.~~

*REVISION HISTORY*

- March 16, 1998 Ord. 97-09
- November 5, 2001 Ord. 2001-03
- May 6, 2002 Ord. 2001-20
- January 6, 2003 Ord. 2002-25
- November 17, 2003 Ord. 2003-04
- February 7, 2005 Ord. 2004-36
- November 21, 2005 Ord. 2005-32
- November 20, 2006 Ord. 2006-22
- September 15, 2008 Ord. 2008-03
- December 1, 2008 Ord. 2008-19
- December 21, 2009 Ord. 2009-14
- November 1, 2010 Ord. 2010-15
- February 6, 2012 Ord. 2012-01
- January 7, 2013 Ord. 2012-15
- March 17, 2014 Ord. 2014-01
- March 2, 2015 Ord. 2015-01
- April 4, 2016 Ord. 2016-10
- January 23, 2017 Ord. 2016-27
- March 20, 2017 Ord. 2017-04
- June 5, 2017 Ord. 2017-05
- September 6, 2018 Ord. 2018-12
- xx-xx-2024 Ord. 2024-xx





# 9. INTERGOVERNMENTAL COORDINATION ELEMENT

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Goals, Objectives, &  
Policies



VI. GOALS, OBJECTIVES AND POLICIES

**ICE GOAL 1:** ~~It shall be the goal of The City of Greenacres~~ will coordinate cooperative efforts with governmental entities and private utilities to enhance quality of life, coordinate development activities, and provide for the efficient use of resources. ~~to practice, maintain and improve intergovernmental coordination efforts in order to attain the goals and objectives of the other elements of this Comprehensive Plan.~~

**ICE Objective 1.1:**

The City shall promote ~~and the coordination of coordinate planning development activities and service delivery with other government agencies as deemed necessary. between the City of Greenacres and all appropriate governmental units (local, regional, state and federal).~~

**ICE Policies:**

Policy a)

**1.1.1:** Establish and maintain coordination with municipalities in close proximity to the City of Greenacres.

- (1 a) Through the Intergovernmental Plan Amendment Review Committee (IPARC) process, the City will continue to notify the Village of Wellington, the Village of Palm Springs, the City of Lake Worth, the City of Atlantis, the School District of Palm Beach County, and Palm Beach County of the City's planning efforts.
- (2 b) The City shall utilize the Palm Beach County IPARC dispute resolution process and shall cooperate with the TCRPC and all other local governments in a dispute resolution process for facilitating intergovernmental coordination, as prescribed in Section 186.509, Florida Statutes. The City shall include any written responses resulting from the IPARC process as data and analysis with proposed Comprehensive Plan amendments.
- (3 c) The City shall utilize the Multi-Jurisdictional Issues Coordination Forum of the IPARC process as a means of collaborative planning for matters of interjurisdictional significance including, but, not limited to, the siting of facilities of countywide significance and locally unwanted land uses.
- (4 d) Further intergovernmental coordination by entering into a mutual aid agreement with adjacent cities to provide an exchange of resource sharing.
- (5 e) The City shall pursue interlocal agreements with adjacent local governments in order to better coordinate annexation and land development activities. Issues to be addressed may include annexation, cooperative planning, and review of land development activities; coordinated service delivery; funding and cost-sharing strategies; enforcement/implementation issues; and any other issues acceptable to affected parties.



Policy-b)

**1.1.2:** Maintain and enhance coordination and consistency with Palm Beach County relative to planning and land development matters.

- (1) a) Work with the County to ensure that the City of Greenacres Comprehensive Plan maintains consistency with the Palm Beach County Comprehensive Plan.
- (2) b) The City shall undertake an efficient review and comment on land development proposals within the unincorporated Palm Beach County area near the City and transmit said comments to the County in a timely manner.
- (3) c) The City shall furnish information on land development proposals to the County in a timely manner for County review and comment.
- (4) d) Work closely with Palm Beach County on the annexation of enclaves and pockets within and near City boundaries.
- (5) e) The City shall participate and support the County's efforts with the in establishing a countywide Geographic Informational System (GIS) for the County.

Policy-c)

**1.1.3:** The City shall ~~continuously~~ coordinate with the Palm Beach County Transportation Planning Agency (TPA)~~Metropolitan Planning Organization~~ regarding transportation facilities within Palm Beach County and ~~with the South East Florida Transportation Council~~ regarding significant transportation facilities, including Lake Worth Road, Jog Road, and Military Trail, ~~and State Road 7.~~

Policy-d)

**1.1.4:** The City shall continue to coordinate closely with the Treasure Coast Regional Planning Council (TCRPC) on planning matters which directly affect both entities.

- 1. a) The City of ~~Greenacres~~ will continue to coordinate requirements of the Development of Regional Impact (DRI) process with TCRPC, by ensuring that the River Bridge Development is meeting the provisions of its DRI agreement.
- 2. b) The City of ~~Greenacres~~ shall exchange information as necessary with TCRPC.
- 3. c) Expand coordination efforts with the TCPRC by aiding and cooperating in the maintenance and enhancement of database information.
- 4. d) The City shall use the Treasure Coast Regional Planning Council's informal mediation process, as a method of resolution, when interjurisdictional incompatibilities are identified.

Policy-e)



## 9. INTERGOVERNMENTAL COORDINATION ELEMENT

**1.1.5:** Maintain and enhance coordination with the Florida Department of Commerce (DOC).~~Economic Opportunity (DEO).~~

- (1) a) Ensure that the City of Greenacres Comprehensive Plan is consistent with the State Comprehensive Plan (F.S. 187).
- (2) b) Ensure that the Greenacres City Comprehensive Plan maintains compliance with Chapter 167 F.S.
- (3) c) The City shall ensure that all comprehensive plan amendments are processed in accordance with Chapter 163 F.S.
- (4) d) Continue coordination efforts with DOCDCA to ensure that the River Bridge Development is in compliance with DRI requirements of Chapter 380 F.S.

### **ICE Objective 1.2:**

The City of ~~Greenacres~~ will coordinate with other government units in an effort to eliminate and minimize the negative influences of unsustainable growth.

### **ICE Policies:**

Policy a)

**1.2.1:** The City of ~~Greenacres~~ shall coordinate with Palm Beach County and the Florida State Department of Transportation (FDOT) on the development, maintenance and upkeep of County and State roads within the City's jurisdiction.

- 1. a) The City shall monitor and provide advisory comments on the County and State Roadway Improvement Plans to the agencies in question.
- 2. b) The City shall keep the County and the FDOT State Department of ~~Transportation~~ abreast of roadway problems that may potentially endanger the citizenry.

Policy b)

**1.2.2:** The City of ~~Greenacres~~ will coordinate with various State and County agencies to ensure proper and safe sewage disposal is achieved.

- (1) a) The City will coordinate with the Palm Beach County Water Utilities Department in extending centralized sewer service to existing residential and commercial development.
- (2) b) The City will coordinate with Palm Beach County Water Utilities to warrant that new development is not undertaken until adequate sewer connection capacity has been secured.
- (3) c) The City will continue to coordinate efforts with the Palm Beach County Health Department in the enforcement of existing septic tank regulations.



## 9. INTERGOVERNMENTAL COORDINATION ELEMENT

### Policy c)

**1.2.3:** The City of ~~Greenacres~~ will coordinate with the appropriate State and County agencies to assure adequate water supply and potable water availability.

(1 ~~a~~) The City will coordinate with the Palm Beach County Water Utilities Department to assure that all existing residential and commercial development will continue to have centralized water service.

(2 ~~b~~) The City will coordinate with Palm Beach County Water Utilities to warrant that new development is not undertaken until adequate raw water supply and potable water availability has been secured in accord with the City's Concurrency Management System detailed in Utilities Element.

(3 ~~c~~) The City shall continue to coordinate with the South Florida Water Management District regarding the enforcement of the water shortage ordinance.

### Policy d)

**1.2.4:** The City of ~~Greenacres~~ will continue to coordinate with Palm Beach County Solid Waste Authority to ensure that safe and sanitary processing of solid waste will continue.

### Policy e)

**1.2.5** (1) The City of ~~Greenacres~~ shall continue to coordinate with the School District of Palm Beach County ~~Palm Beach County School Board~~ to address planning matters that affect both entities including safe access to and from schools. The City shall continue to coordinate with the School District to provide additional recreational opportunities to the City by means of shared use agreements.

**1.2.6** (2) The City shall continue to coordinate with the School District of Palm Beach County on the effects of new residential developments and the need for additional classroom space.

### Policy f)

**1.2.6:** The City shall coordinate with those schools in its jurisdiction which are part of the State University System, regarding the development of campus master plans or amendments thereto, to be done in accordance with Chapter 240.155, Florida Statutes.

### **ICE Objective 1.3:**

The City of ~~Greenacres~~ shall utilize levels of service standards developed by the agencies providing services to City residents but not under the City's jurisdictional control.

### Policy a)

**1.3.1:** The City of ~~Greenacres~~ shall adopt the Palm Beach County Level of Service "D" as the standard for the City's Traffic Circulation System.



Policy b)

**1.3.2:** The City of ~~Greenacres~~ shall adopt the standard established by the Palm Beach County Water Utilities Department of eighty-five (85) gallons per capita per day for the sanitary sewer system.

Policy c)

**1.3.3:** The City of ~~Greenacres~~ shall adopt the standard established by the Palm Beach County Water Utilities Department of one hundred twenty-six (126) gallons per capita per day for the potable water systems.

Policy d)

**1.3.4:** The City of ~~Greenacres~~ shall adopt the standard for solid waste generation established by the Solid Waste Authority of Palm Beach County at 7.13 pounds ~~lbs~~ of solid waste per capita per day.

Policy e)

**1.3.5:** The City of ~~Greenacres~~ shall adopt the drainage standards established by the Lake Worth Drainage District and the South Florida Water Management District for its drainage system.

Policy f)

~~1.3.6~~ The City shall abide by the "Interlocal Agreement (ILA) between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning", which was adopted by the City on December 29, 2015, consistent with ss.163.3177(6)(h)1. and 2, F.S. and 163.3180, F.S. [POLICY MOVED TO 2.1.1.]

Policy g)

~~1.3.7~~ The City shall continue to participate in the creation of a corridor master plan for State Road 7 to address traffic performance and land uses.

**ICE Objective 1.4:**

The City of ~~Greenacres~~ shall through adopting of the Palm Beach County Water Utility Department Water Supply Facility Plan as amended from time to time be maintained, at a minimum, a 10-year Water Supply Facilities Work Plan consistent with the South Florida Water Management District's 2018 Lower East Coast Water Supply Plan Update in accord with 163.3177(6)(h) of the Florida Statues.

**ICE Policies:**

Policy a)



## 9. INTERGOVERNMENTAL COORDINATION ELEMENT

**1.4.1:** Since water service within the City of Greenacres is provided by the Palm Beach County Water Utilities Department (PBCWUD), the City shall continuously coordinate with PBCWUD.

- 4. a) To the maximum extent possible, the City shall use in the Comprehensive Plan the same population projections for Greenacres as PBCWUD uses in its Water Supply Facilities Work Plan.
- 2. b) The City shall continue to notify PBCWUD of proposed Future Land Use Map amendments, Zoning Changes, and Site Plan approvals.

Policy b)

**1.4.2:** In the event that areas of the City are served by other than Palm Beach County Water Utilities, either through annexation or service boundary changes, water supply and service shall be coordinated with that utility in accord with the provisions of Objective 4, Policy a) above.

Policy c)

**1.4.3:** The City shall coordinate with the Village of Palm Springs Utility Department regarding the City's Future Annexation Area currently within the Village's water service area and shall provide notice to the Village of proposed Future Land Use amendments, Zoning Changes, and Site Plan approvals in the event territory within the Village's water service area is annexed into the City of Greenacres.

B. **ICE GOAL 2** It is a ~~GOAL~~ of the City of Greenacres the City's goal to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision- making regarding population projections, public school siting, and the development of public education facilities concurrent with residential development and other services. This goal shall be accomplished by recognizing the constitutional obligation of the school district to provide a uniform system of free public schools on a countywide basis.

### **ICE Objective 2.1 - Intergovernmental Coordination:**

To establish and maintain a cooperative relationship with the School District and municipalities in coordinating land use planning with development of public-school facilities, which are proximate to existing or proposed residential areas or other appropriate existing and future land uses they will serve, and which serve as community focal points.

### **ICE Policies:**

**2.1.1:** The City shall abide by the "Interlocal Agreement (ILA) between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning", which was adopted by the City on December 29, 2015, consistent with ss.163.3177(6)(h)1. and 2. F.S. and 163.3180, F.S.

**2.1.2:** The City, in coordination with the School District of Palm Beach County, the County and other local governments, shall annually adopt the updated School District of Palm Beach County Five-Year Capital Improvement Schedule by opting into the annual countywide ordinance. This provision is intended to maintain consistency with the School District of Palm Beach County adopted Five-Year Plan and to maintain a



financially feasible capital improvements program and ensure that level of service standards will continue to be achieved and maintained in each year of the five-year planning period.

**2.1.3:** The City shall provide the School District of Palm Beach County with annual report of projections of development and redevelopment information generated from the City's development and approvals needed to maintain school capacity adequacy, including information required for the School District of Palm Beach County to establish:

- a) School Siting Criteria;
- b) School Districts 5-year Capital Facilities Plan; and,
- c) School utilization.

**2.1.4:** The City shall provide the School District of Palm Beach County with its Comprehensive Plan, to facilitate development of school enrollment projections and shall annually update this information. On April 15<sup>th</sup> and October 15<sup>th</sup> of each year, the City shall provide the School District of Palm Beach County, based on the schedules outlined in the Interlocal Agreement, with information generated from the City's development and approvals, including but not limited to:

- a) Certificates of Occupancy that are issued for new residential units.
- b) Adopted future land use amendments and development orders, including amendments to development orders.
- c) Projections for development and redevelopment for the coming year.

**2.1.5:** The City shall provide an opportunity for the School District of Palm Beach County to comment on comprehensive plan amendments, development orders, and other land-use decisions which may be projected to impact on the public schools facilities plan. The City shall incorporate letters from the school district identifying school capacity availability into City project staff reports presented to the City Commission. The City may incorporate conditions of approval into ordinances or resolutions to mitigate development impacts at the request of the School District of Palm Beach County as the City deems appropriate.

**2.1.6:** The City shall coordinate with local governments and the School District of Palm Beach County on emergency preparedness issues which may include consideration of:

- a) Design and/or retrofit of public schools as emergency shelters;
- b) Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
- c) Designation of sites other than public schools as long term shelters, to allow schools to resume normal operations following emergency events.

**Objective ICE 2.1 Five-Year Capital Improvement Schedule**





## 9. INTERGOVERNMENTAL COORDINATION ELEMENT

~~To ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standard. [OBJECTIVE MOVED TO 2.1]~~

Policy a)

~~The City of Greenacres, in coordination with the School District and other local governments, shall annually amend Table 8 of the Capital Improvement Element (School District of Palm Beach County Five Year Capital Improvement Schedule), to maintain consistency with the School Board's adopted Five Year Plan and to maintain a financially feasible capital improvements program and ensure that level of service standards will continue to be achieved and maintained in each year of the five year planning period. The City shall provide the School District with a copy of any amendment of the Capital Improvements Element annually. [POLICY MOVED TO 2.1.2]~~

Policy b)

~~The City shall provide the School District with periodic information generated from the City's development and approvals that is needed to maintain school adequacy. On April 15<sup>th</sup> and October 15<sup>th</sup> of each year, the City shall provide the school board with information electronically regarding all Certificates of Occupancy for new residential developments, and any adopted future land use amendments and development orders, including amendments to development orders.~~

Policy c)

~~The City shall provide opportunity for the School District to comment on comprehensive plan amendments, development orders and other land use decisions which may be projected to impact on the public schools facilities plan. The City shall incorporate letters from the School District identifying school capacity availability into City project files. The City may incorporate conditions of approval into ordinances or resolutions to mitigate development impacts at the request of the District as the City deems appropriate.~~

### **ICE Objective 2.2 School Facility Siting Coordination:**

To establish a process of coordination and collaboration between the County, local governments, and the School District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.

### **ICE Policies:**

Policy a)

**2.2.1:** The City of ~~Greenacres~~ shall coordinate and provide for expedited review of development proposals with the School District of Palm Beach County during the development review process to ensure integration of public-school facilities with surrounding land uses and the compatibility of uses with schools.

Policy b)

**2.2.2:** The proposed site shall be suitable or adaptable for development in accordance with applicable water management standards, and shall not be in conflict with the



9. INTERGOVERNMENTAL COORDINATION ELEMENT

adopted or officially accepted plans of the South Florida Water Management District, or any applicable Stormwater Utility or Drainage District.

Policy c)

**2.2.3:** The City of ~~Greenacres~~ shall encourage the location of schools proximate to urban residential areas by:

- 1. ~~a)~~ a) Assisting the School District in identifying funding and/or construction opportunities (including developer participation) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements;
- 2. ~~b)~~ b) Providing for the review for all school sites as indicated in Policy 2.2.1 ~~Goal 2, Objective 2, Policy a~~ above; and,
- 3. ~~c)~~ c) Allowing elementary, intermediate and secondary schools uses as a permitted use within all urban residential land use categories.

Policy d)

**2.2.4:** The City of ~~Greenacres~~ shall coordinate with the School District of Palm Beach County for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.

Policy e)

**2.2.5:** The City shall abide by school citing development review and building permit procedures outlined in the “Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning.”

**ICE Objective 2.3 Population Projections:**

To enhance coordinate with the School District of Palm Beach County, Palm Beach County, and other local governments on population projections.

**ICE Policies:**

Policy a)

**2.3.1:** The City of ~~Greenacres~~ commits to working with the School District of Palm Beach County and Palm Beach County to improve this methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the municipalities and the County as well as changing demographic conditions are reflected in the updated projections.



**VII. NOTES**

1. Florida Department of Natural Resources, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM, Grant Application Packet, pg.1.
2. Florida Statutes, Chapter 163, section 163.3177 (G)(H).
3. Florida Statutes, Section 380.06.
4. PALM BEACH COUNTY CODE, ARTICLE VIII, countywide planning council, Sec.7.2, Purpose, pg. C 10.
5. Palm Beach County Countywide Planning Council By Laws Committee Annexation Policy, 1.003 IMPLEMENTATION BY THE PLANNING COUNCIL Pg.4.
6. Palm Beach County Interior Annexation Review Policy, Florida Statutes, Section 163.01 (2).
7. Palm Beach County Transportation Authority (PALMTRAN) Route Map.

**REVISION HISTORY**

March 16, 1998	Ord. 97-09
December 6, 1999	Ord. 99-16
September 15, 2008	Ord. 2008-03
December 1, 2008	Ord. 2008-19
January 23, 2017	Ord. 2016-27
June 5, 2017	Ord. 2017-05
<u>XX-X-2024</u>	<u>Ord. 2023-13</u>



# 10. ANNEXATION ELEMENT

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Goals, Objectives, &  
Policies



**VI. GOALS, OBJECTIVE AND POLICIES**

**A. ANX GOAL 1:** It shall be the goal of the City of Greenacres to control its growth and enhance the quality of life for present and future residents by developing an annexation program that emphasizes intergovernmental coordination, consistency, and provides for the balance of environmental, economic, and social needs of the City.

**ANX Objective 1.1:**

Annexation shall be carried forth in a manner that prevents decreases in service delivery efficiency and protects the levels of services provided to the residents of the City of Greenacres.

**ANX Policies:**

Policy a)

**1.1.1:** Where economically feasible possible, the City shall assume responsibility for the provision of all City services upon the effective date of annexation.

Policy b)

**1.1.2:** The City shall ensure that future annexations will be in conformance with Chapter 171 F.S.

Policy c)

~~The City shall prohibit any annexation which creates an enclave, or pocket area that is not reasonably compact, as provided in Chapter 171, Florida Statutes.~~

Policy d)

~~The City shall delay the timing of any annexation petition that will lower service level until such service level adjustment measures are taken.~~

**ANX Objective 1.2:**

The City of Greenacres will actively pursue orderly annexation in the future annexation boundaries through coordination with adjacent municipalities and Palm Beach County.

**ANX Policies:**

Policy a)

**1.2.1:** Requests for annexations shall be coordinated with Palm Beach County and neighboring communities if appropriate.

Policy b)



**1.2.2:** The City shall support and participate in "Joint Planning Agreements", between adjacent municipalities and the County pursuant to Chapter 163, F.S., if appropriate.

Policy c)

~~**1.2.3:** The City shall determine the land use of all land parcels by the Advisory Future Land Use map adopted as part of the Future Land Use Element, and an analysis of the concurrency implications, compatibility, and consistency with the Comprehensive Plan of the proposed future land use designation. The City shall support proposed annexations by providing objective information concerning City services via open houses, the City's website and newsletter, in-person, telephone and email communications and other means.~~

Policy d)

~~**1.2.4:** By the end of 2008, the City shall initiate negotiations with Palm Beach County to create an Interlocal Service Boundary Agreement in accordance with Chapter 171, Part II, Florida Statutes to facilitate and coordinate annexation within a portion of the Future Annexation Area. The City should monitor and comment on development proposals outside of the City with the potential to impact the City and actively work with Palm Beach County to encourage development patterns consistent with the intent of Greenacres' Comprehensive Plan.~~

Objective 3

~~The City shall undertake a rational and controlled expansion of municipal boundaries.~~

Policy a)

~~Annexation of unincorporated land outside of the boundaries depicted on the Future Annexation Area Map (Map 4), adopted as part of the Annexation Element, is prohibited.~~

Objective 4

**ANX Objective 1.3**

The City shall support annexations which are deemed necessary to promote the orderly growth of the City and will not adversely impact the City's ability to fulfill other established plans.

**ANX Policies:**

Policy a)

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

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



- b) The petitioned area must have "a unity of interests with the City" and be "a logical extension" of the City's boundaries.
- c) The area shall have a growth potential sufficient to warrant the extension of services.
- d) The deficit of income against expense to the City shall not be unreasonable.
- e) The advantages both to the City of ~~Greenacres~~ and the petitioned area must outweigh the disadvantages.
- f) The City of ~~Greenacres~~ must be willing and able to provide City services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time. The ability of the City or its designated service providers to provide public services at the City's adopted levels of service.

Policy b)

**1.3.2:** The City shall undertake an Annexation Feasibility Study (AFS) for every annexation request that is ten (10) acres or greater in size which documents that the guidelines in Annex Policy 1.3.1 Section V A.3 a through g above are achieved.

**1.3.3:** The City shall be proactive in identifying potential annexation areas, appropriate project development, and the impact of annexation on surrounding residents, landowners, and businesses.

**ANX Objective 1.4:**

The City shall continually update and monitor progress to ensure the goals in this element are met and if found to be unsatisfactory, correct course by continuing to update and implement new policies.

**ANX Policies:**

**1.5.1:** Review and update the Future Annexation Map for effectiveness in rounding out municipal boundaries as a land use change occurs.

**1.5.2:** Consider establishing "high priority" annexation areas where annexation would promote the greatest benefit to the provision of public services, mobility, and land use/urban form.

**1.5.3:** Communicate the community's annexation vision and planning strategy to landowners in high priority areas and with owners who may have intent to pursue annexations.

VII. NOTES

- 1. Countywide Planning Council By-Laws Committee, "Annexation Policy." (1.001) (1) Pg. 1.
- 2. Palm Beach County Comprehensive Plan 1980, (Goals, Objectives, Policies), Goal 1, Objective 1d.



3. Florida Statutes Chapter 171.022, Definitions (1) "Annexation".
3. HB539 - "An Act Relating To Municipal Annexation or Contraction"; Amending S171.031,
4. F.S.; Defining enclave; creating S.171.095, F.S.; providing for annexation of enclaves; providing an effective date. Florida House of Representatives - 1987.
5. Encyclopedia of Community Planning and Environmental Management.
6. Greenacres City Ord. No. 61, adopted 12-13-60.
7. Florida League of Cities, "1987 Policy Statement"; Annexation - 300.
8. Palm Beach County Interim Annexation Review Policy.
9. Palm Beach Countywide Planning Council, "Annexation Policy", 1.001 (2), PURPOSE AND INTENT.

**REVISION HISTORY**

September 15, 2008  
XX-XX, 2024

Ord. 2008-03  
Ord. 2023-13





# 11. PROPERTY RIGHTS ELEMENT

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Goals, Objectives, & Policies



# 11. PROPERTY RIGHTS ELEMENT

## II. GOALS, OBJECTIVES AND POLICIES

~~A Goal:~~ **PR GOAL 1:** Acknowledge the Florida Constitution and its protection of private property rights and ensure that private property rights are considered in local decision-making.

### **PR Objective 1.1:**

The City of Greenacres shall ensure that private property rights are considered in local decision-making.

### **PR Policies:**

~~Policy a)~~

**1.1.1:** Subject to applicable federal, state and local laws including without limitation Florida Statutes and the City's Code of Ordinances, the following rights shall be considered in local decision making:

- ~~(1 a)~~ The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- ~~(2 b)~~ The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person.
- ~~(3 c)~~ The right of the property owner to privacy and to exclude others from their property for the protection of the owner's possessions and property.
- ~~(4 d)~~ The right of a property owner to dispose of his or her property through lineal transfer, sale, or gift

~~Policy b)~~

**1.1.2:** All development applications, including comprehensive plan amendments, shall be made available for public review and an aggrieved or adversely affected person shall be provided equal opportunity for participation in all associated hearings consistent with the requirements of the City's Code of Ordinances and applicable law.

### **REVISION HISTORY**

January 3, 2022	Ord. 2021-14
<u>XX, XX, 2024</u>	<u>Ord. 2023-13</u>

Property Rights



# 12. HEALTHY COMMUNITIES ELEMENT

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Goals, Objectives, &  
Policies



**GOALS, OBJECTIVES AND POLICIES**

**HC GOAL 1:** It shall be the goal of the City of Greenacres to improve the quality of life for all residents by providing an environment for active living, recreational opportunities, and improved resident health.

**HC Objective 1.1:**

The City will increase access to safe, interconnected, and convenient opportunities for recreation and physical activity throughout the community.

**HC Policies:**

- 1.1.1:** Continue to encourage and support recreation and physical activity by continuing to provide a system of open space, activity-based parks, resource-based recreation facilities and diverse programming options for all ages which align with the residents' geographical needs.
- 1.1.2:** Promote biking and walking through the provision of context-sensitive Complete Streets, where appropriate and a connected system of greenways and trails that encourage recreation, physical activity, and exposure to the natural environment.
- 1.1.3:** Encourage and promote public and private efforts and coordinate joint public/private efforts to support a healthy active lifestyle.
- 1.1.4:** Create a Parks Master Plan to support strategically, interconnected recreation and physical activity by providing a system of open space, active-based parks, greenways, trails, resource-based recreation facilities, and diverse programming options for all no later than 2025.
- 1.1.5:** Support programs and projects that raise awareness of the city's recreational facilities and activities.

**HC Objective 1.2:**

The City will promote a healthy community for weight management, obesity prevention and other chronic conditions by addressing nutrition and the environment.

**HC Policies:**

- 1.2.1:** Continue to encourage civic engagement and volunteer opportunities in community projects that promote community health.
- 1.2.2:** Support programs geared to raising awareness of the benefits of good nutrition and physical activity.
- 1.2.3:** Continue to support outdoor community health events which incorporate physical activity such as running, walking, biking, and swimming and work to increase community involvement.



**1.2.4:** Create a Community Health Assessment Plan that identifies existing quality of life issues and health concerns and provides recommendations for needed improvements or initiatives to enhance residents' well-being no later than 2025.

**HC Objective 1.3:**

The City shall collaborate and coordinate with residents, stakeholders, and strategic partners to address the mental health needs of Greenacres residents.

**HC Policies:**

**1.3.1:** Provide support, explore grant opportunities, and promote programs and policy changes to address the shortage of mental health resources.

**1.3.2:** Encourage co-location of wellness centers and physical and mental health offices and clinics with each other and/or in proximity with job centers, schools, and community centers to improve access and create efficiencies in providing care.

**1.3.3:** Coordinate with Palm Beach County's Sheriff Office Crisis Intervention Program to assist officers in dealing with individuals in need of mental health support.

**1.3.4:** Continue to provide counseling and support for first responders to prevent and treat mental health challenges such as depression, anxiety, and post-traumatic stress disorders.

**1.3.5:** Support the availability of mental health counseling and programming in local schools.

**1.3.6:** Continue to coordinate with strategic partners to support efforts to build awareness of mental health and wellness and to provide information and assistance in finding appropriate care.

***REVISION HISTORY***

XX, XX, 2024

Ord. 2023-13



# 13. ECONOMIC DEVELOPMENT ELEMENT

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Goals, Objectives, &  
Policies



**GOALS, OBJECTIVES AND POLICIES**

**ED GOAL 1:** It shall be the goal of the City of Greenacres to achieve a balanced, diversified, and sustainable economic structure that maximizes long-term economic growth.

**ED Objective 1.1:**

Expand economic development activities to create/promote job opportunities, increase productivity and maintain economic sustainability.

**ED Policies:**

- 1.1.1:** The City will carry out its Vision and Strategic Action Plan to enhance the reputation and position of the City in the regional market, encouraging growth and diversity.
- 1.1.2:** The City shall assist the retention and growth of existing businesses within the City through the allocation of resources and talent attraction and retention initiatives.
- 1.1.3:** The City shall work with the private sector to incorporate a diverse housing mix: affordable, workforce, market rate, luxury and mixed-income.
- 1.1.4:** The City shall continue to support and recruit target commercial and cultural uses that incorporate cultural arts, education and recreation as critical components of economic development.

**ED Objective 1.2:**

Create opportunities for investments and develop strong business networks amongst the local and international economy.

**ED Policies:**

- 1.2.1:** Consider incentives/grants to develop and advance both existing and new businesses or projects to expand employment base and maximize productivity.
- 1.2.2:** Direct capital investments and funding to small businesses, and to areas adjacent to existing businesses, to catalyze investment and growth.
- 1.2.3:** Implement zoning and planning changes that further enhance the City to attract new private investment through increases in densities and intensities vertically in areas of intended growth, and mixed-use development to promote interconnectivity, increased commercial activity and revenue.
- 1.2.4:** Target strategic development areas and initiate an illustrative master plan that will serve as the basis for a potential form-based code.



### 13. ECONOMIC DEVELOPMENT ELEMENT

- 1.2.5: Improve utilities and infrastructure within the City to attract new businesses and investors.
- 1.2.6: Explore the annexation and acquisition of commercial, industrial and residential properties to increase fiscal gain.
- 1.2.7: Identify new and expand existing business clusters that possess high demand within the City

**ED Objective ED 1.3:**

Facilitate and strengthen public/private partnerships to maximize efficiency and output of public and private sectors (industry clusters).

**ED Policies:**

- 1.3.1: Promote inclusivity of the community to make feasible economic decisions, policies and investments that reduce disparities and benefit the community.
- 1.3.2: Locate common commercial and potential industry clusters in close proximity to create a wider network of information, pool resources and stimulate local competition to increase output.

**ED Objective 1.4:**

Provide a substantial foundation of knowledge for the City’s population to maximize productivity.

**ED Policies:**

- 1.4.1. Evaluate opportunities to add educational and vocational programs supporting employment opportunities with new development or redevelopment initiatives.
- 1.4.2. The City shall implement training institutions/workshops to provide sufficient foundational courses that meet the needs of targeted business clusters and potential industries.
- 1.4.3. The City shall provide leadership and direction to improve the public education system in order to encourage businesses to locate or expand in the City (quality labor).
- 1.4.4. Establish programs to provide technical assistance/consulting services to existing business owners for training and improvements for the business.

**ED Objective 1.5:**

Monitor and maintain the sustainable character of the economy and its impacts on the environment.

**ED Policies:**





- 1.5.1: Integrate short and long-term economic development plans into the City's growth strategies to create a strong and efficient balance between the man-made and natural environment and account for negative impacts.
- 1.5.2: Identify density increases in strategic areas that will attract additional private investments and encourage the private sector to provide public area improvements.

### **ED Objective 1.6:**

Establish and maintain a solid financial base that will support the economy in the long-run.

### **ED Policies:**

- 1.6.1: The City shall aim to sustain a sufficient fiscal surplus and create reserves to protect the economy during periods of low revenue or possible financial downturns/disasters (recessions).
- 1.6.2: The City plans to evaluate and acquire additional revenue sources beyond the primary income: property tax, to promote and diversify fiscal strength, increase resource inventory and to reduce dependency.
- 1.6.3: The City shall work with Palm Beach County Public Housing and Community Development to coordinate and facilitate use of public funds and regulatory policies.
- 1.6.4: The City's Budget will be balanced to ensure that each fund's revenues equal or exceed its expenditures plus reserves.
- 1.6.5: The City will develop and maintain accounting and budgetary control systems to adequately secure the assets held in public trust.
- 1.6.6: The City will review and evaluate its existing debt obligations and future borrowing needs annually, limiting debt service to 15 percent of total general funds and maximum outstanding capital indebtedness to 5 percent of property tax base.

### **ED Objective 1.7:**

Further study local real estate and economic conditions to establish and prioritize projects that implement the short- and long-term community economic strategy and vision.

### **ED Policies:**

- 1.7.1: Complete an Economic Development Strategic Implementation Plan that:
  - a) Includes a community engagement process to understand needs,
  - b) Includes a study of retail spending, retail leakage to nearby communities and market gaps to identify target business segments and demographics,
  - c) Establishes performance measures to regularly check and update progress.



- d) Assesses housing and job market conditions including gap analyses,
- e) Establishes, prioritizes and tests with the community a list of capital and public improvement projects or programs,
- f) Presents data and findings in an easy-to-communicate format.

**REVISION HISTORY**

XX, XX, 2024

Ord. 2023-13



# 13. ECONOMIC DEVELOPMENT ELEMENT

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Goals, Objectives, &  
Policies



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**REVISION HISTORY**

XX, XX, 2024

Ord. 2023-13



# MAP SERIES

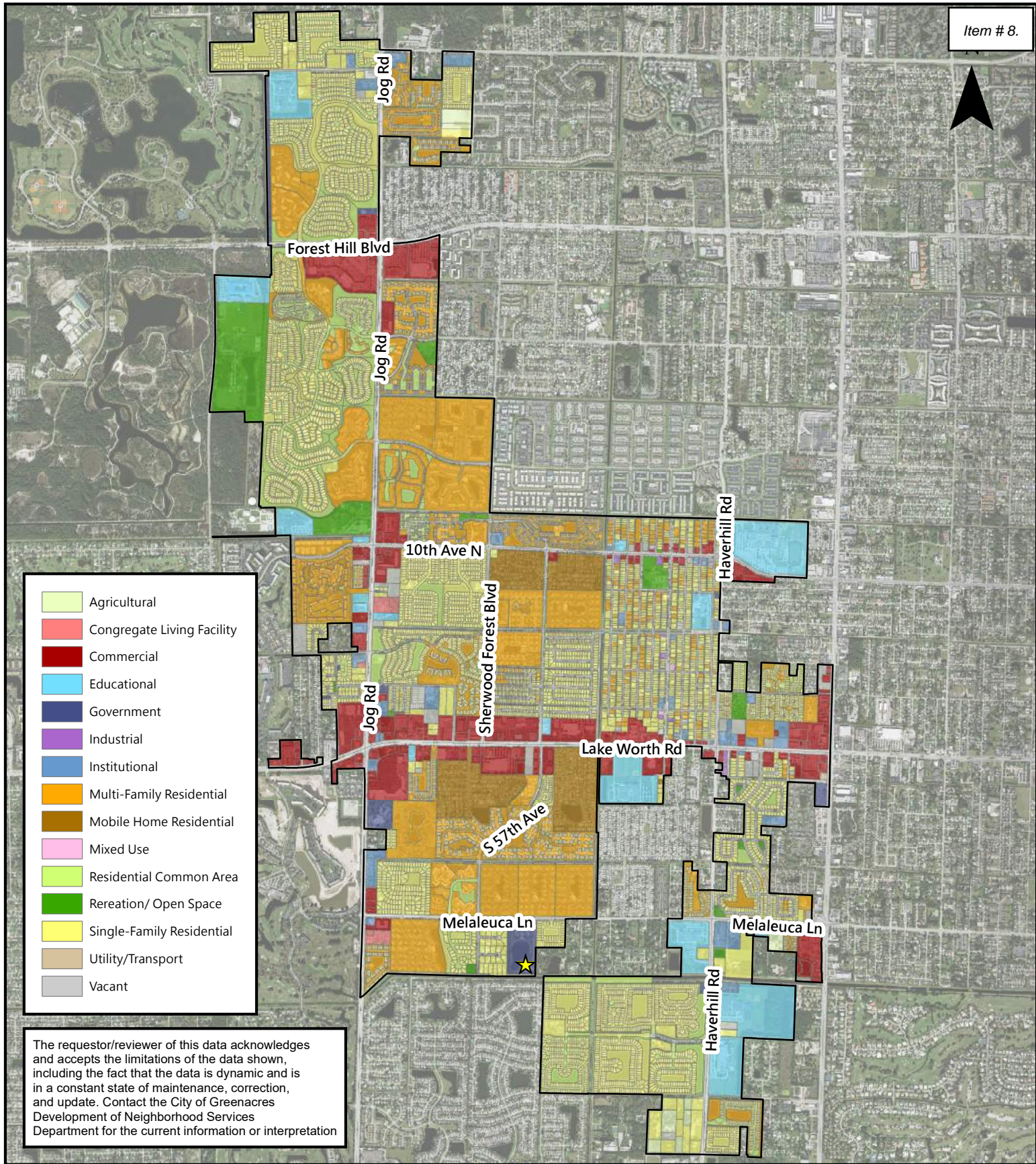
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# MAPS





Number	Series	Map Name	Florida Statute
Map 1	FLU.2	Future Land Use Map (2043)	163.3177(6)(a)10.a
Map 2	FLU.1	Generalized Existing Land Use Map	163.3177(6)(a)10.a
Map 2	FLU.3	Public Facilities	163.3177(6)(a)10.a.(VIII)
Map 3	FLU.4	Waterbodies	163.3177(6)(a)10.c.(II) [and] (III)
Map 4	FLU.5	Wetlands and Flood Hazard Areas	163.3177(6)(a)10.c.(III) [and] (IV)
Map 5	FLU.6	Soil Description	163.3177(6)(a)10.c.(V)
Map 6	FLU.7	Activity Centers	
Map 7	TE.1	Existing Palm Beach County Palm Tran Bus Routes	163.3177(6)(b)1.a
Map 8	TE.2	Existing Traffic LOS	163.3177(6)(b)1.a
Map 9	TE.3	Functional Classification	163.3177(6)(b)1
Map 10	TE.4	Short Range Future Number of Lanes (2033)	163.3177(6)(b)1
Map 11	TE.5	Long Range Future Number of Lanes (2043)	163.3177(6)(b)1
Map 12	TE.6	Short Range Future Level of Service (2033)	163.3177(6)(b)1.d
Map 13	TE.7	Long Range Future Level of Service (2043)	163.3177(6)(b)1.d
Map 14	ROS.1	City and Regional Parks & City-Owned Open Space	163.3177(6)(a)10.a
Map 15	ANX.4	Future Annexation Area	
Map 16	CON.1	Wellfields and Protection Zones	163.3177(6)(a)10.c.(I)
Map 17	UT.3	Aquifer Recharge Areas	163.3177(6)(a)10(c)

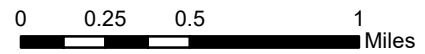


- Agricultural
- Congregate Living Facility
- Commercial
- Educational
- Government
- Industrial
- Institutional
- Multi-Family Residential
- Mobile Home Residential
- Mixed Use
- Residential Common Area
- Rereation/ Open Space
- Single-Family Residential
- Utility/Transport
- Vacant

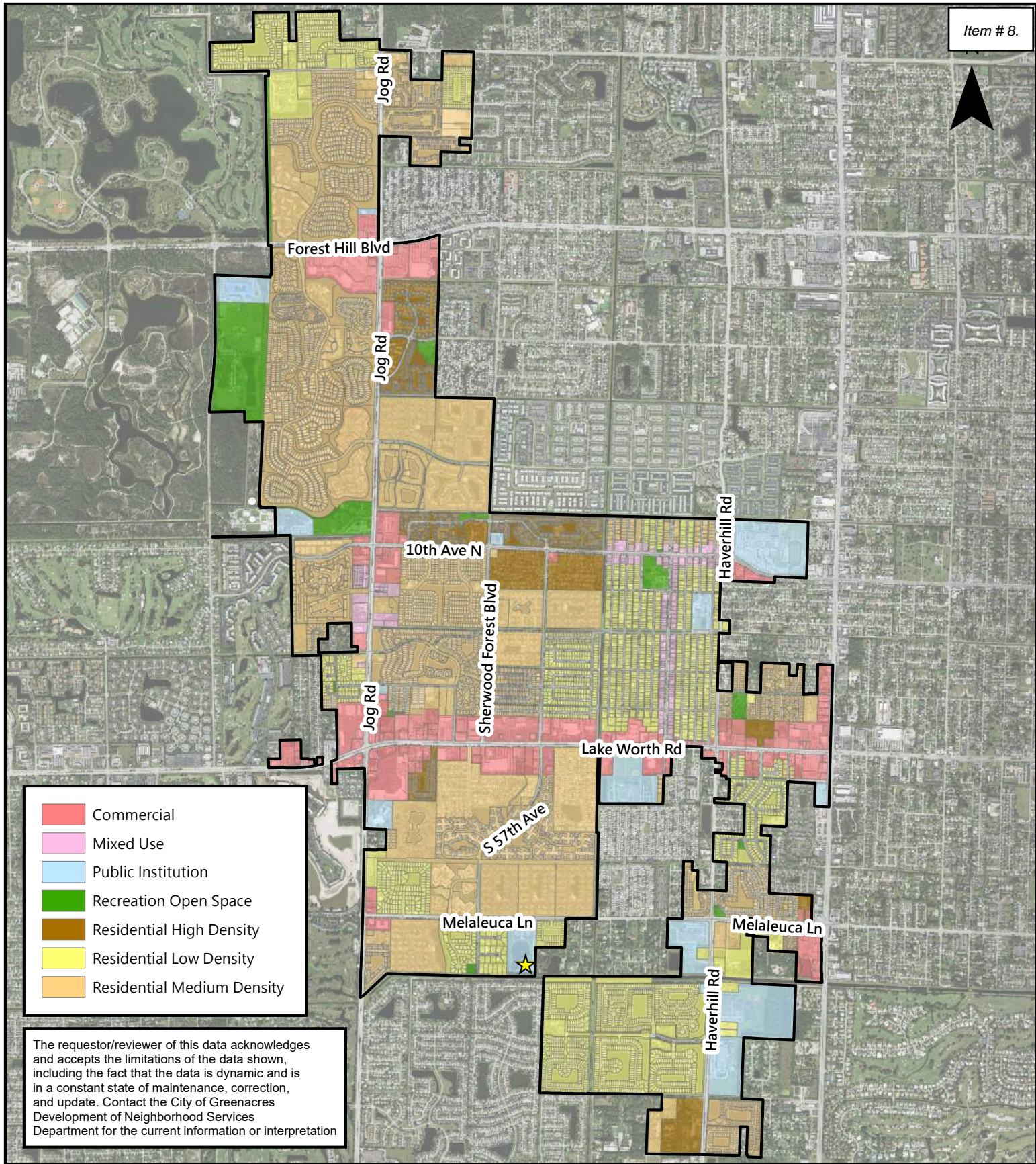
The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Development of Neighborhood Services Department for the current information or interpretation

**Legend**

- City Hall
- Greenacres Roads
- City Boundary



FL Statute: 163.3177(6)(a)10.a



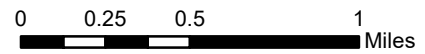
	Commercial
	Mixed Use
	Public Institution
	Recreation Open Space
	Residential High Density
	Residential Low Density
	Residential Medium Density

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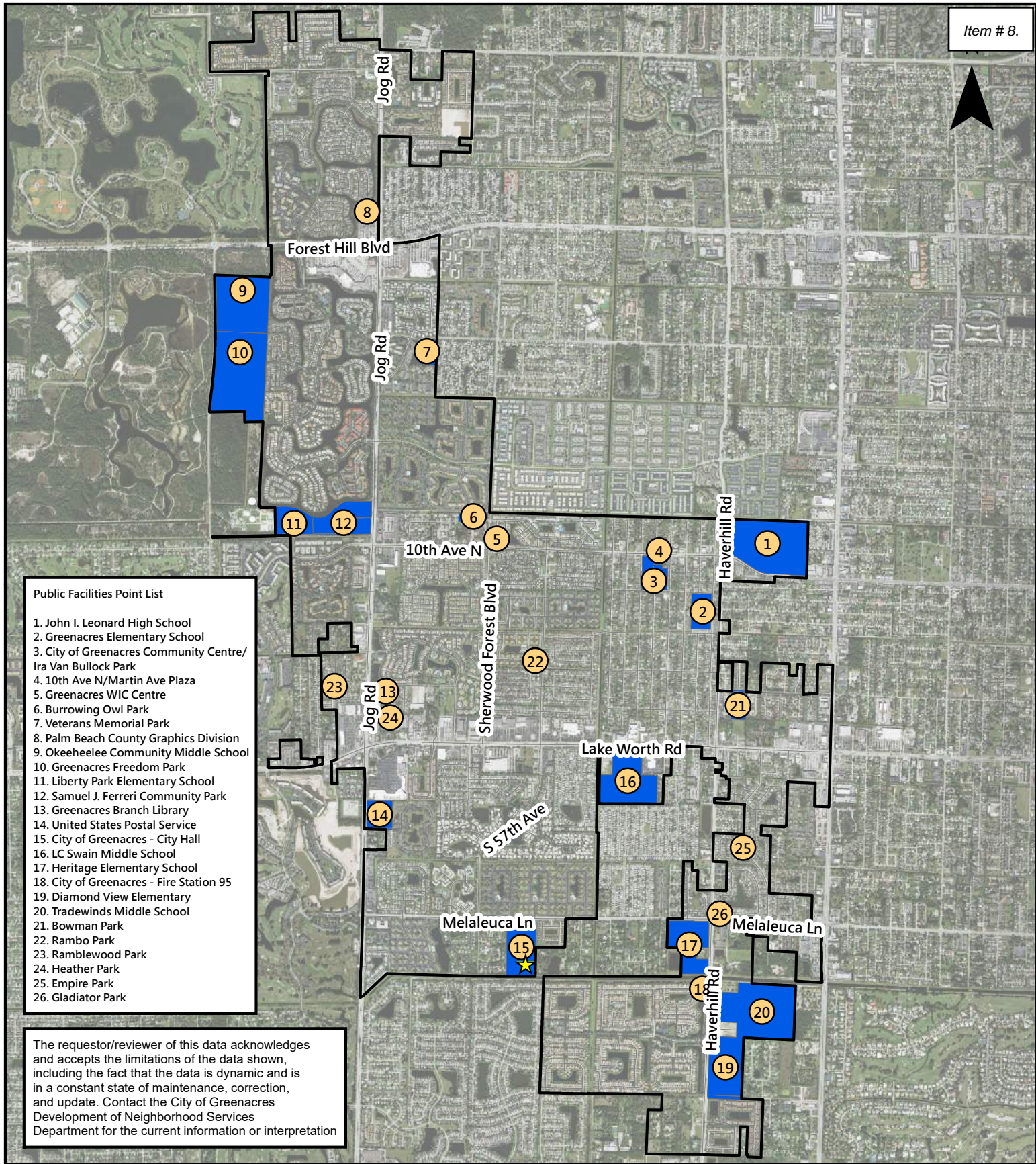
**Legend**

City Hall      Greenacres Roads

City Boundary



FL Statute: 163.3177(6)(a)10.a

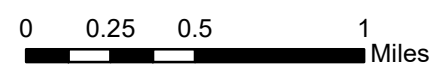


- Public Facilities Point List**
1. John I. Leonard High School
  2. Greenacres Elementary School
  3. City of Greenacres Community Centre/ Ira Van Bullock Park
  4. 10th Ave N/Martin Ave Plaza
  5. Greenacres WIC Centre
  6. Burrowing Owl Park
  7. Veterans Memorial Park
  8. Palm Beach County Graphics Division
  9. Okeeheelee Community Middle School
  10. Greenacres Freedom Park
  11. Liberty Park Elementary School
  12. Samuel J. Ferreri Community Park
  13. Greenacres Branch Library
  14. United States Postal Service
  15. City of Greenacres - City Hall
  16. LC Swain Middle School
  17. Heritage Elementary School
  18. City of Greenacres - Fire Station 95
  19. Diamond View Elementary
  20. Tradewinds Middle School
  21. Bowman Park
  22. Rambo Park
  23. Ramblewood Park
  24. Heather Park
  25. Empire Park
  26. Gladiator Park

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**Legend**

- City Hall
- Institutional and Public Facilities Districts
- City Boundary
- Public Facilities
- Greenacres Roads



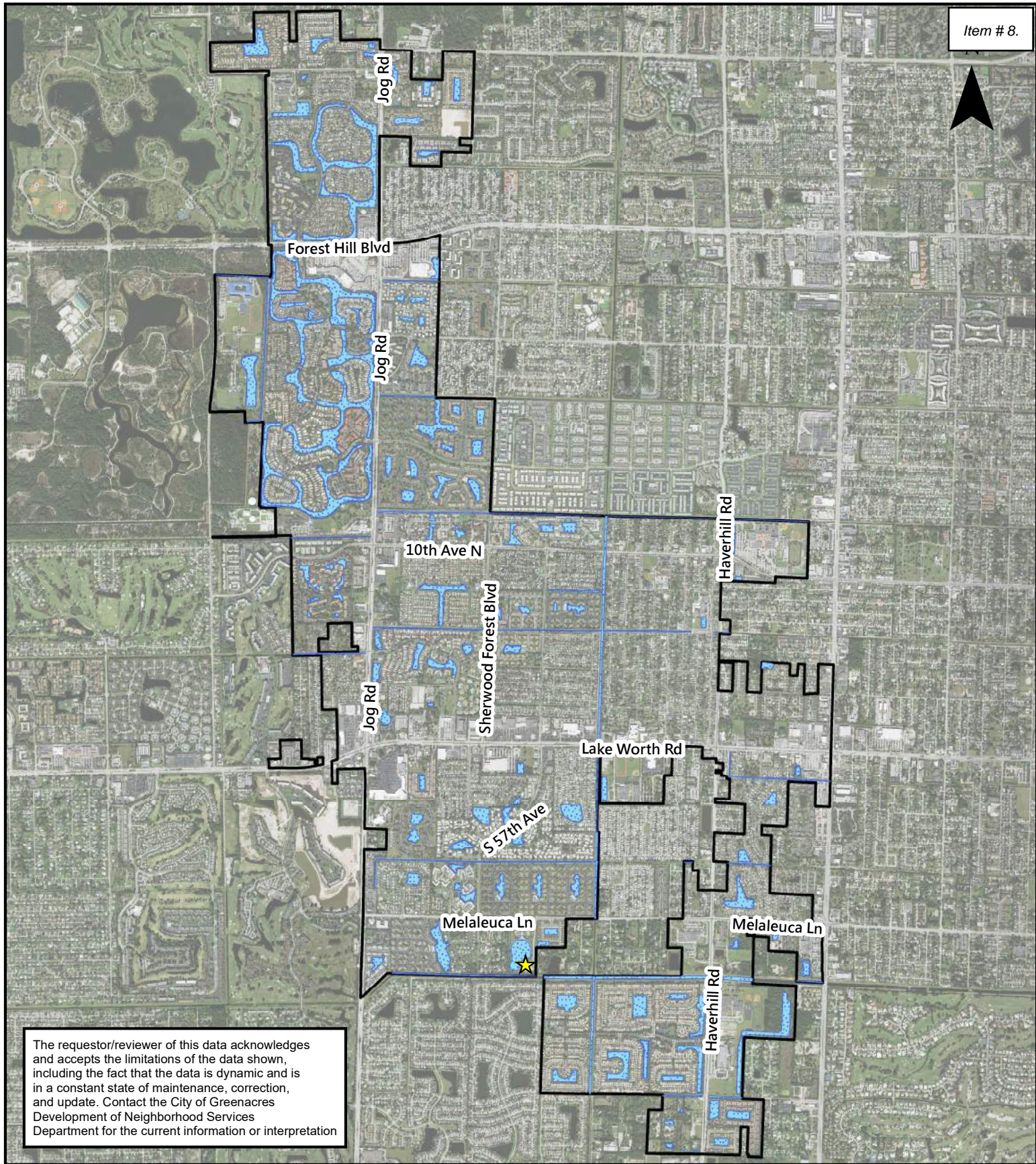
Date: 10/10/2023

City of Greenacres - Planning, Engineering & GIS Division

**Public Facilities Map  
City of Greenacres**

FLU.3

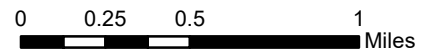
FL Statute: 163.3177(6)(a)10.a.(VIII)



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**Legend**

- City Hall
- City Boundary
- Water Bodies
- Greenacres Roads



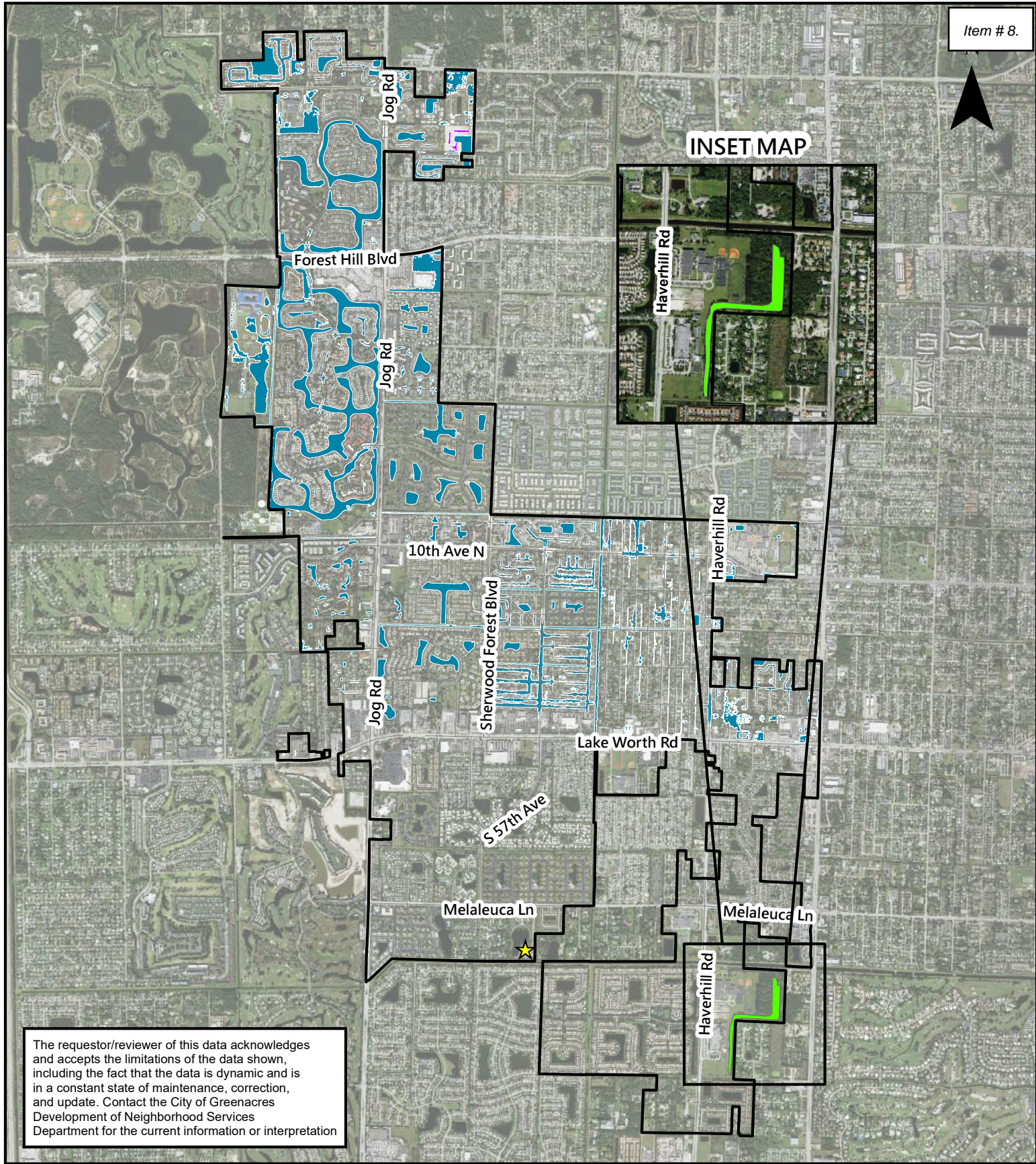
Date: 10/10/2023

FDEP Geospatial Open Data Source, National Hydrography Dataset, FDEP, October 28, 2022

### Water Bodies Map City of Greenacres

FLU.4

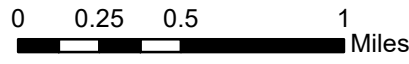
FL Statute: 163.3177(6)(a)10.c.(II) [and] (III)

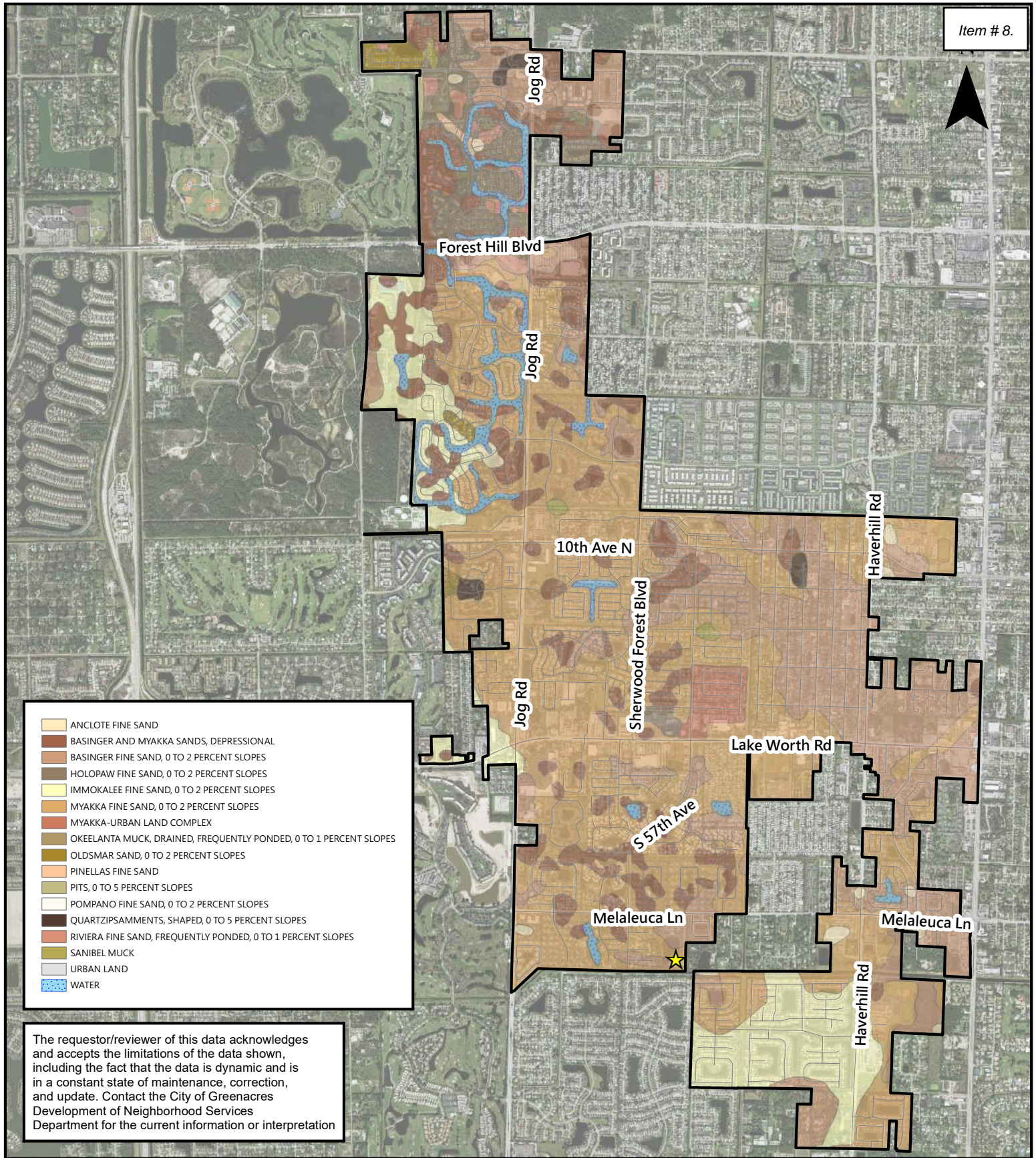


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**Legend**

- City Hall
- Freshwater Emergent Wetland
- City Boundary
- Zone AE
- Greenacres Roads
- Zone AH



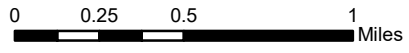


- ANCLOTE FINE SAND
- BASINGER AND MYAKKA SANDS, DEPRESSIONAL
- BASINGER FINE SAND, 0 TO 2 PERCENT SLOPES
- HOLOPAW FINE SAND, 0 TO 2 PERCENT SLOPES
- IMMOKALEE FINE SAND, 0 TO 2 PERCENT SLOPES
- MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES
- MYAKKA-URBAN LAND COMPLEX
- OKEELANTA MUCK, DRAINED, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
- OLDSMAR SAND, 0 TO 2 PERCENT SLOPES
- PINELLAS FINE SAND
- PITS, 0 TO 5 PERCENT SLOPES
- POMPANO FINE SAND, 0 TO 2 PERCENT SLOPES
- QUARTZIPSAMMENTS, SHAPED, 0 TO 5 PERCENT SLOPES
- RIVIERA FINE SAND, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
- SANIBEL MUCK
- URBAN LAND
- WATER

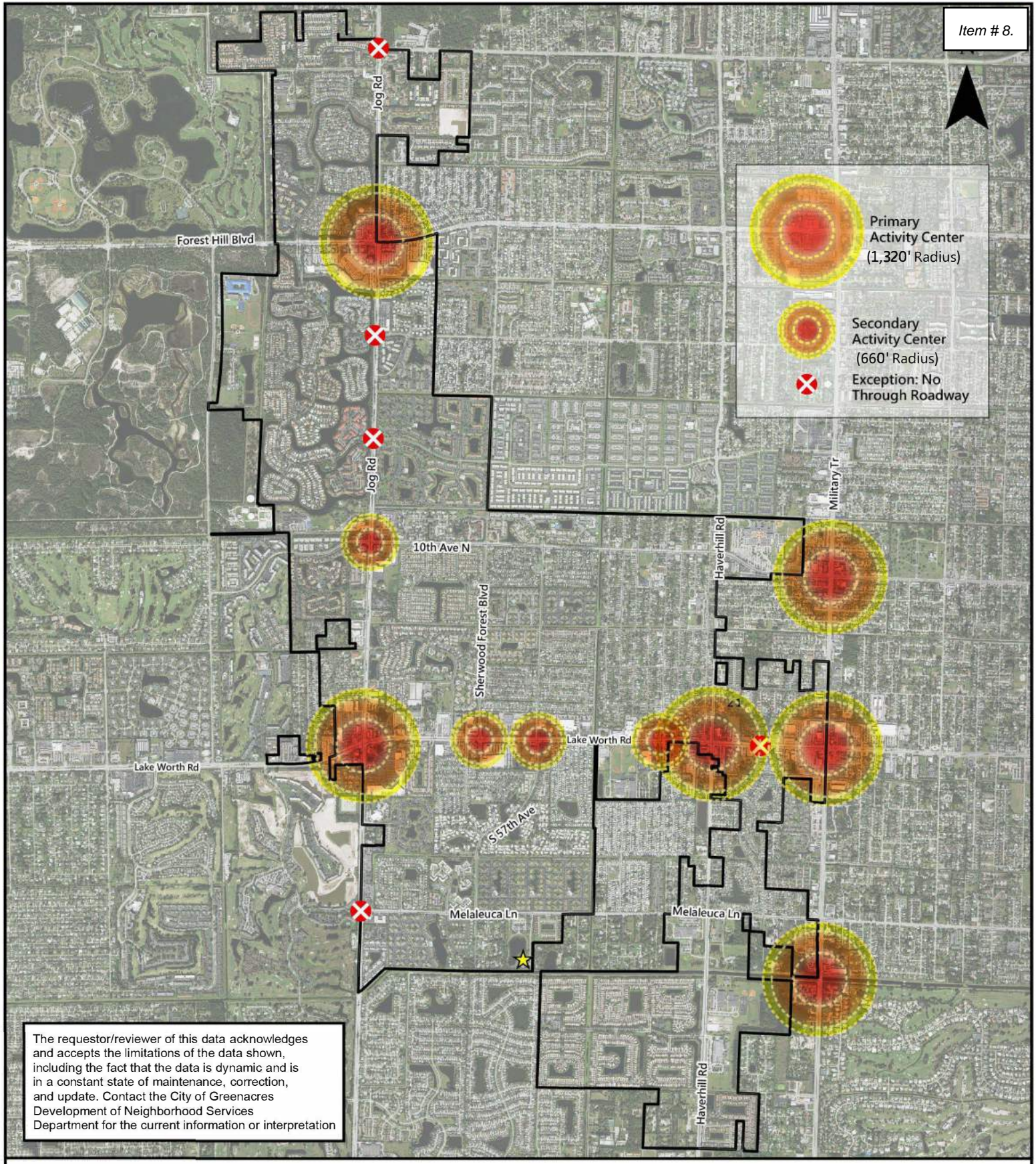
The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Department of Neighborhood Services for the current information or interpretation

**Legend**

- City Hall
- City Boundary
- Greenacres Roads



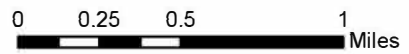
FL Statute: 163.3177(6)(a)10.c.(V)



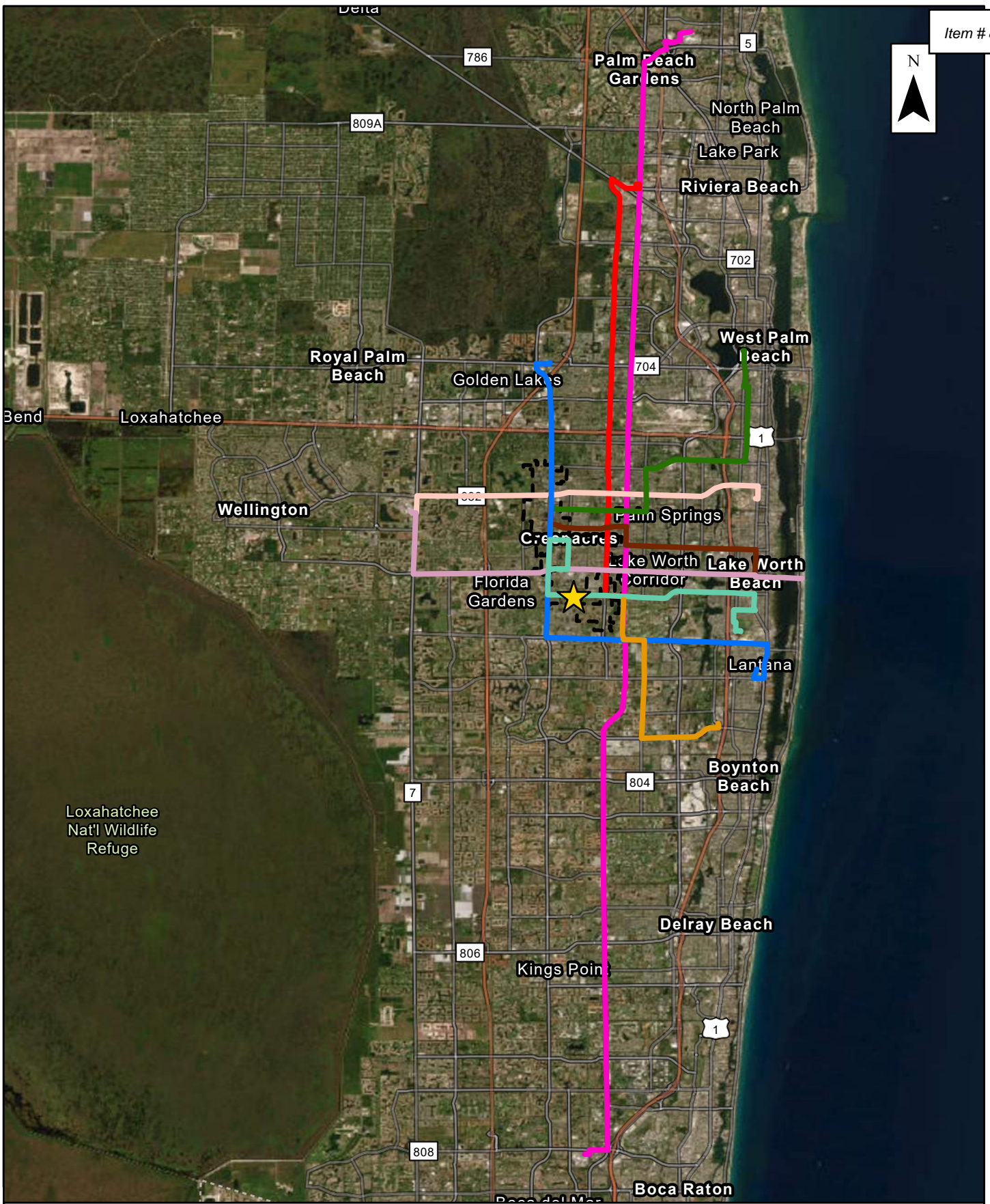
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**Legend**

- City Hall
- City Boundary
- Greenacres Roads







**Legend**

City of Greenacres

City Hall

**Route**

3

4

46

60

61

62

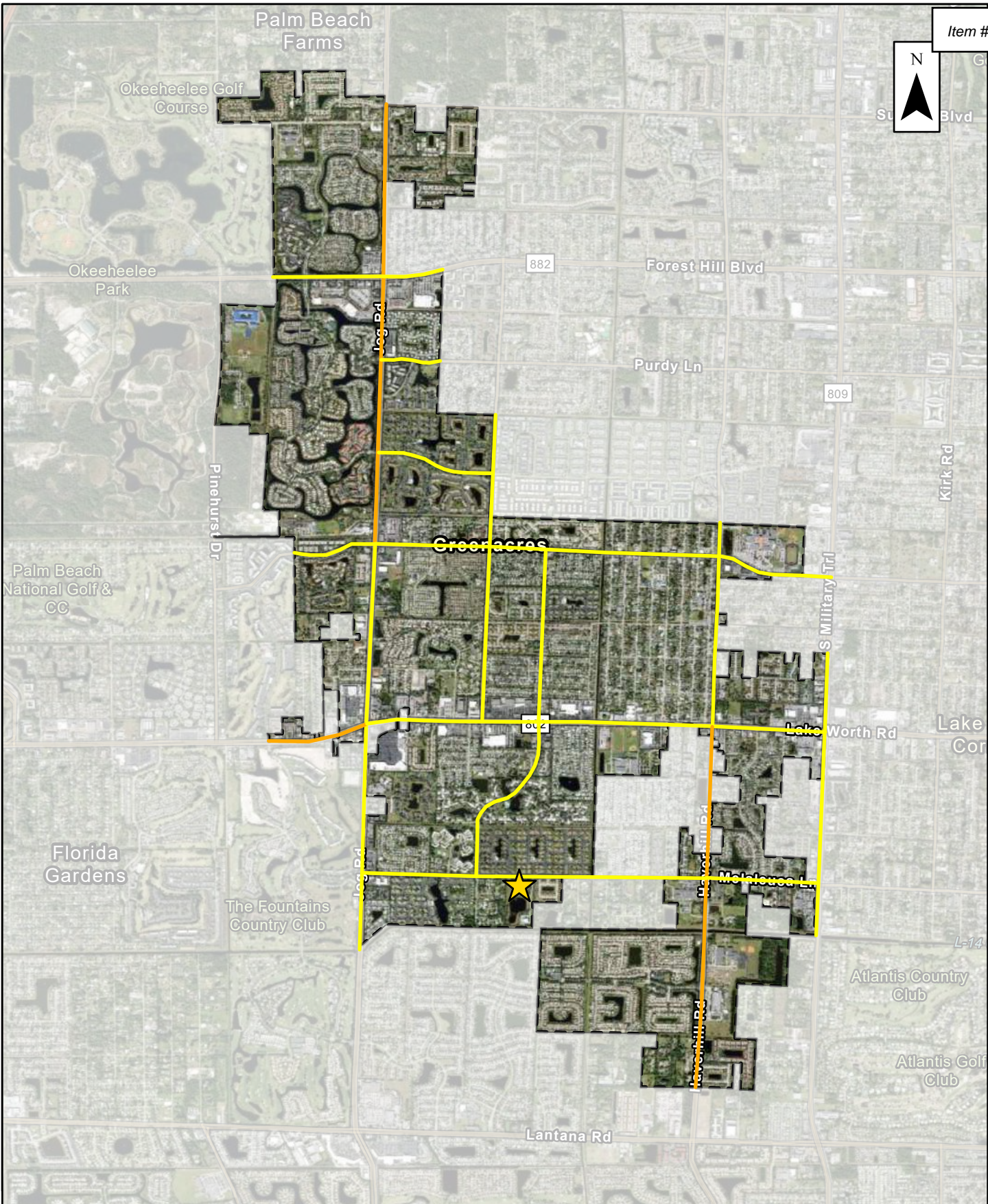
63

64

71

0 2.5 5 Miles

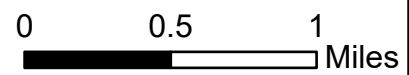


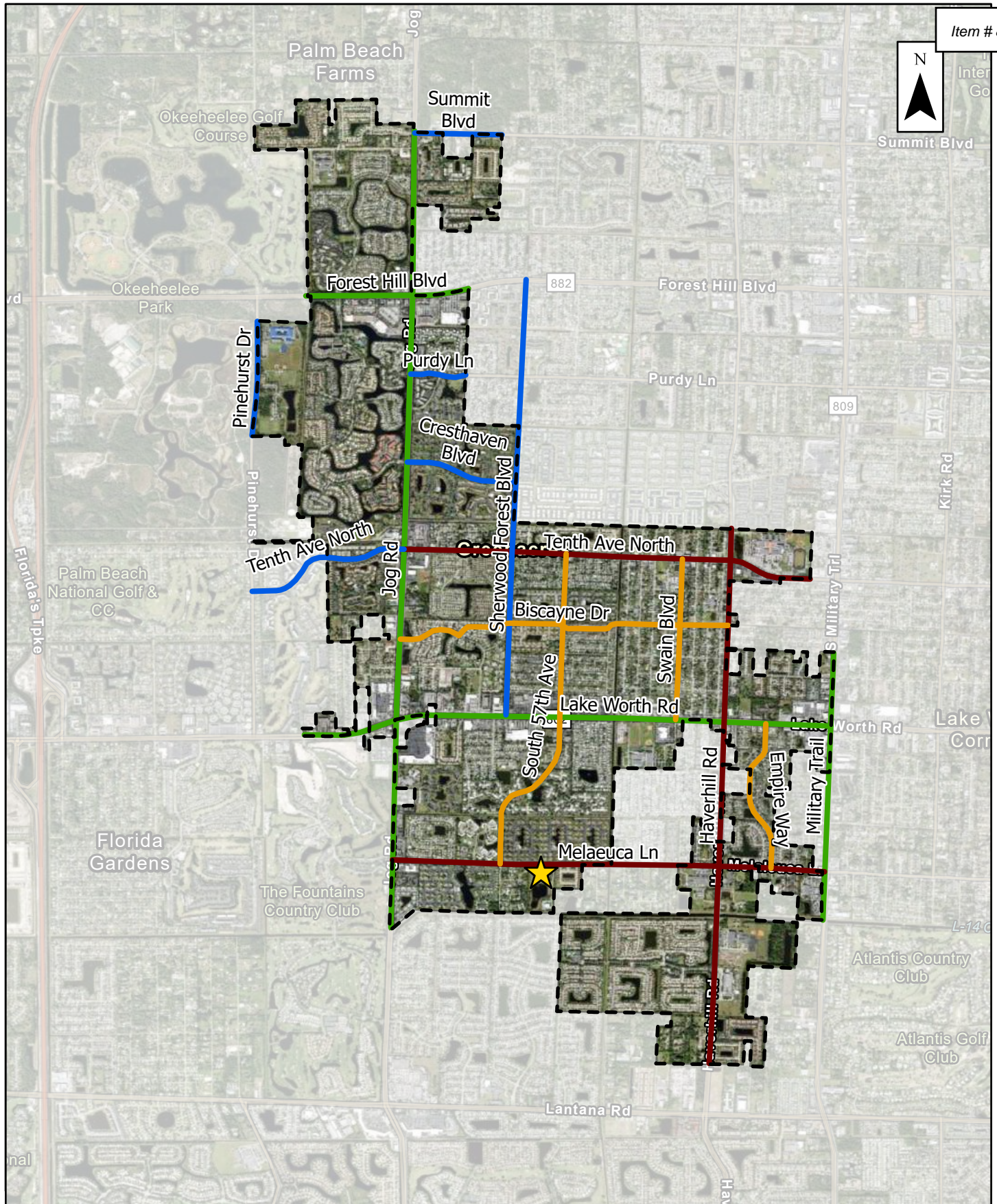


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- City of Greenacres
- City Hall

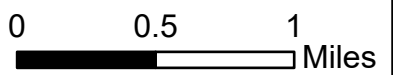
- LOS
- LOS C
- LOS D

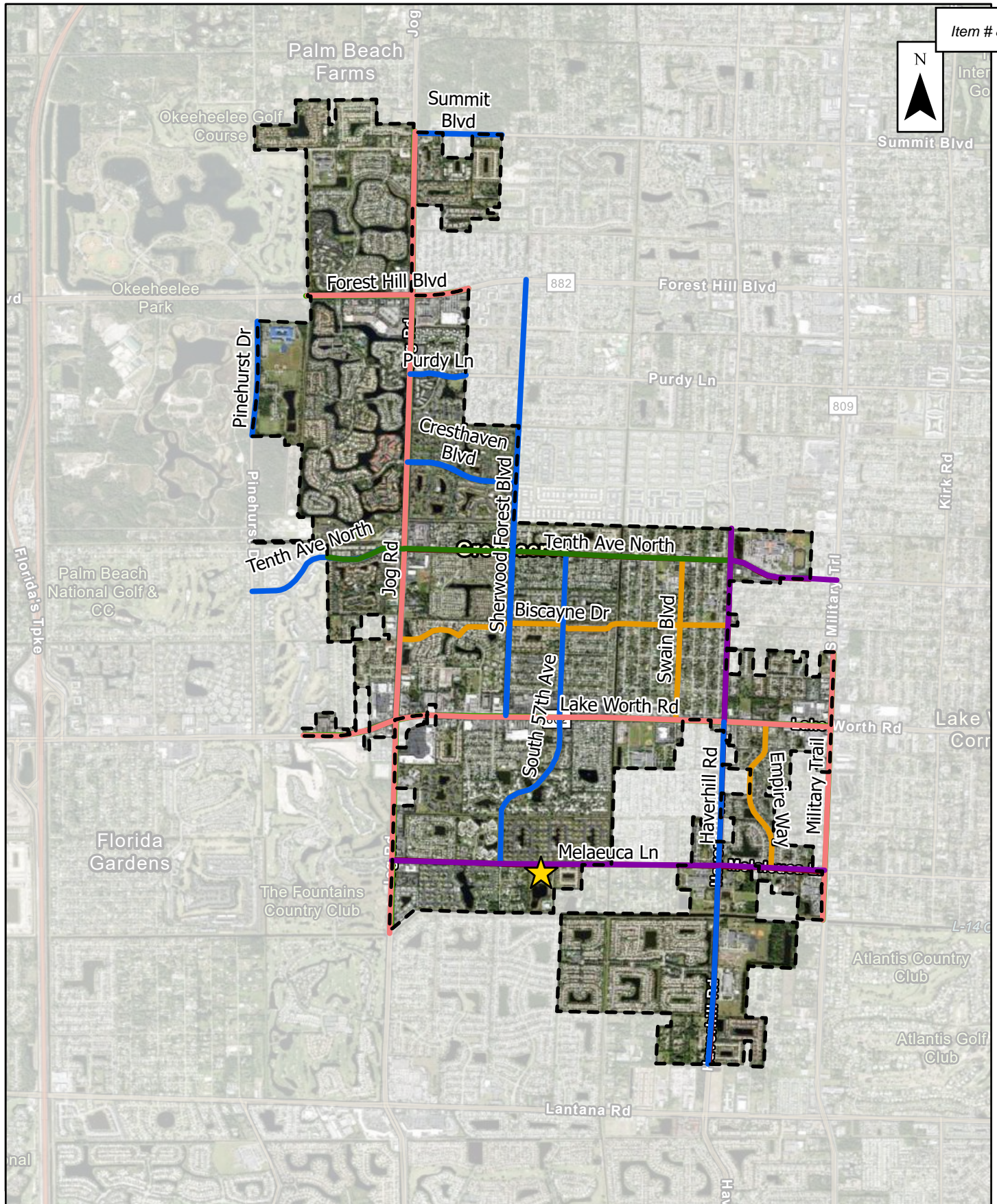




**Legend**

- City of Greenacres
- City Hall
- Urban Principal Arterials
- County Collectors
- Urban Minor Arterial
- City Collectors

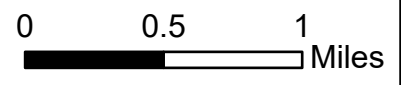




**Legend**

- City of Greenacres
- City Hall

- |                      |     |
|----------------------|-----|
| ShortRangeNumofLanes | 5L  |
| 2L                   | 6LD |
| 4LD                  |     |

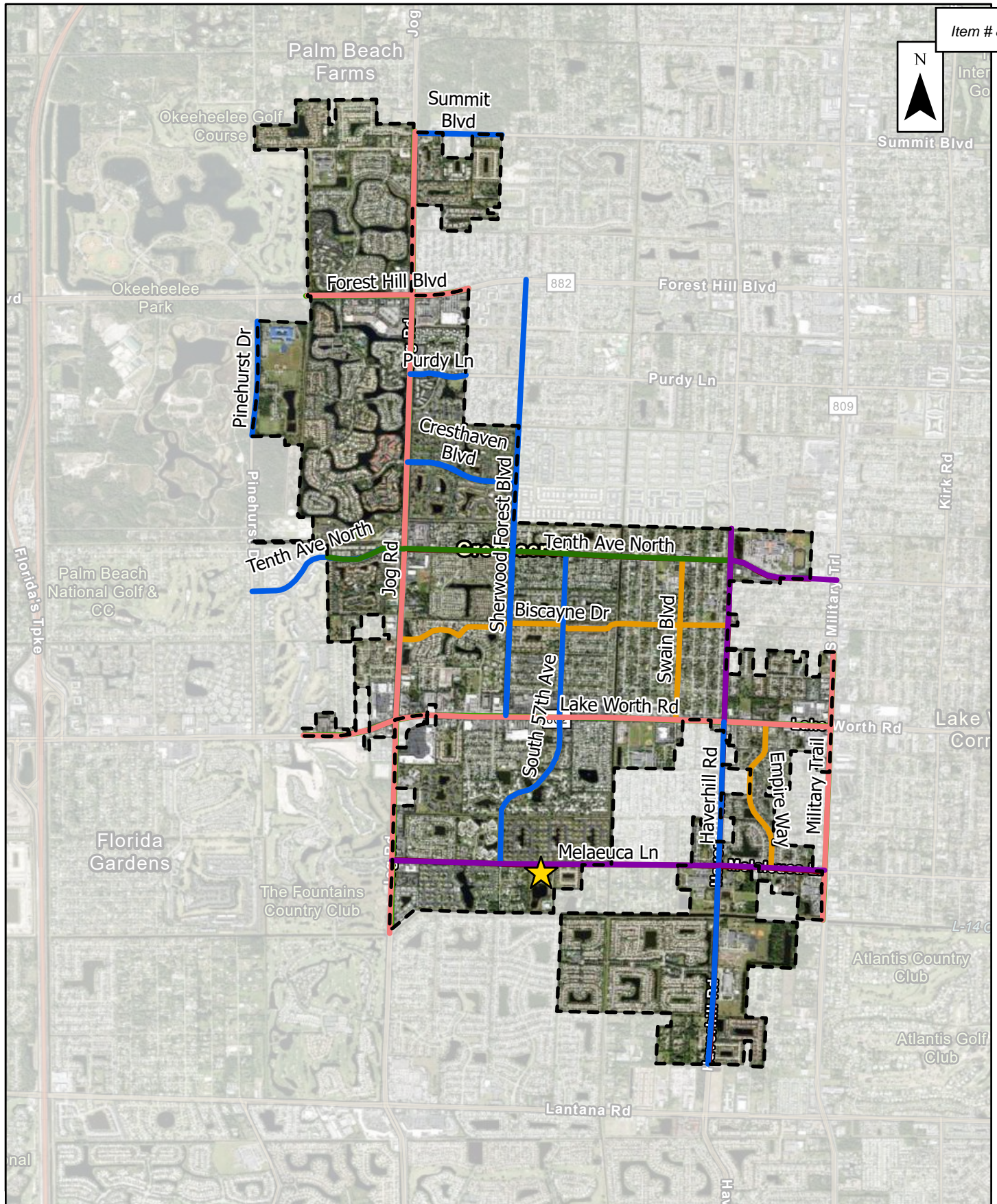


Required by F.S. Chapter 163.3177.  
 City of Greenacres  
 Palm Beach Transportation Planning Agency (TPA).  
 Future Number of Lanes  
 July 18, 2023.

City of Greenacres  
 Short Range Future Number of Lanes (2027)

TE.4





**Legend**

City of Greenacres

City Hall

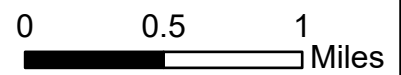
2035 Number of Lanes

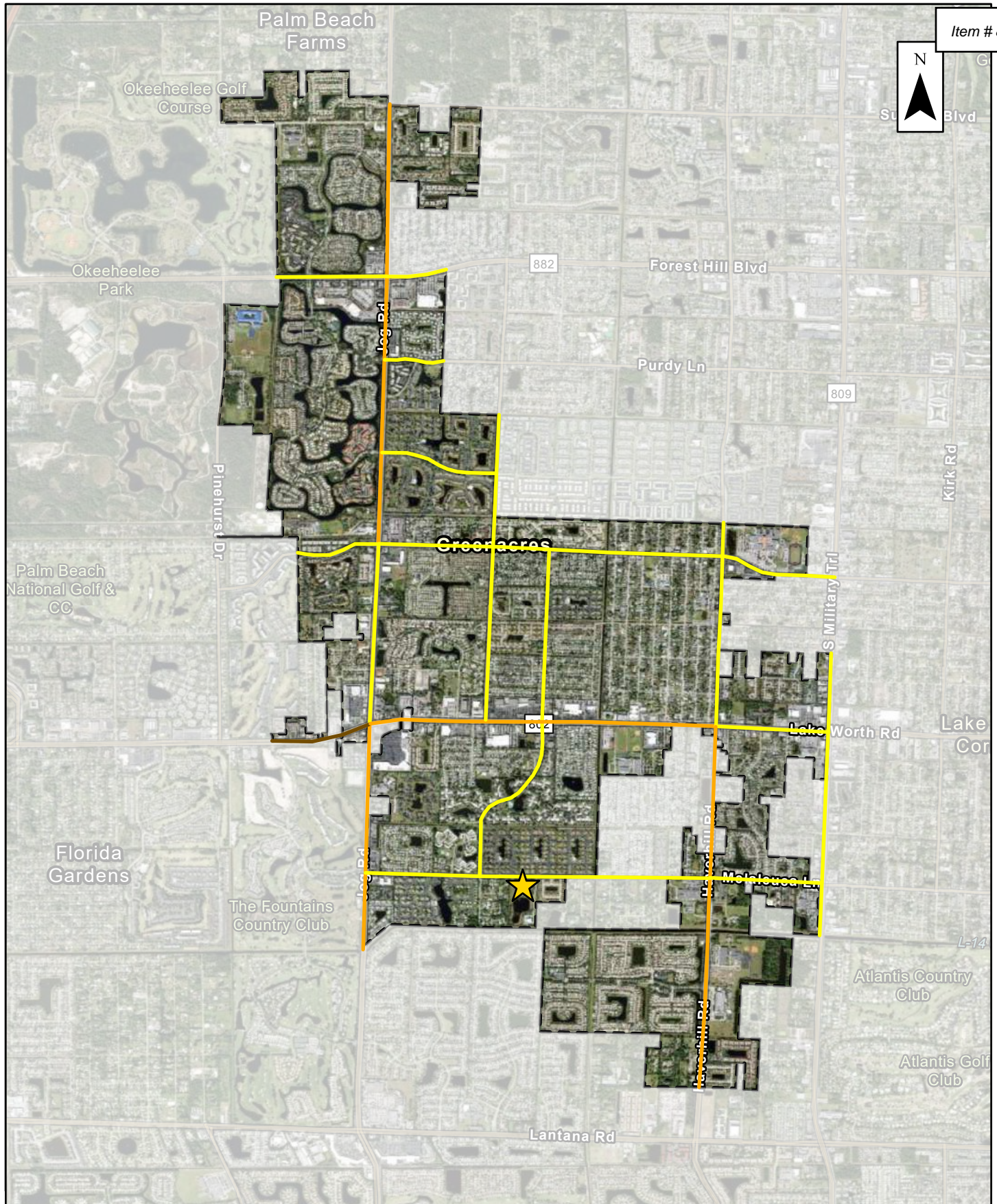
2L

4LD



5L



6LD





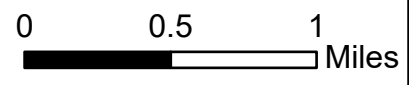


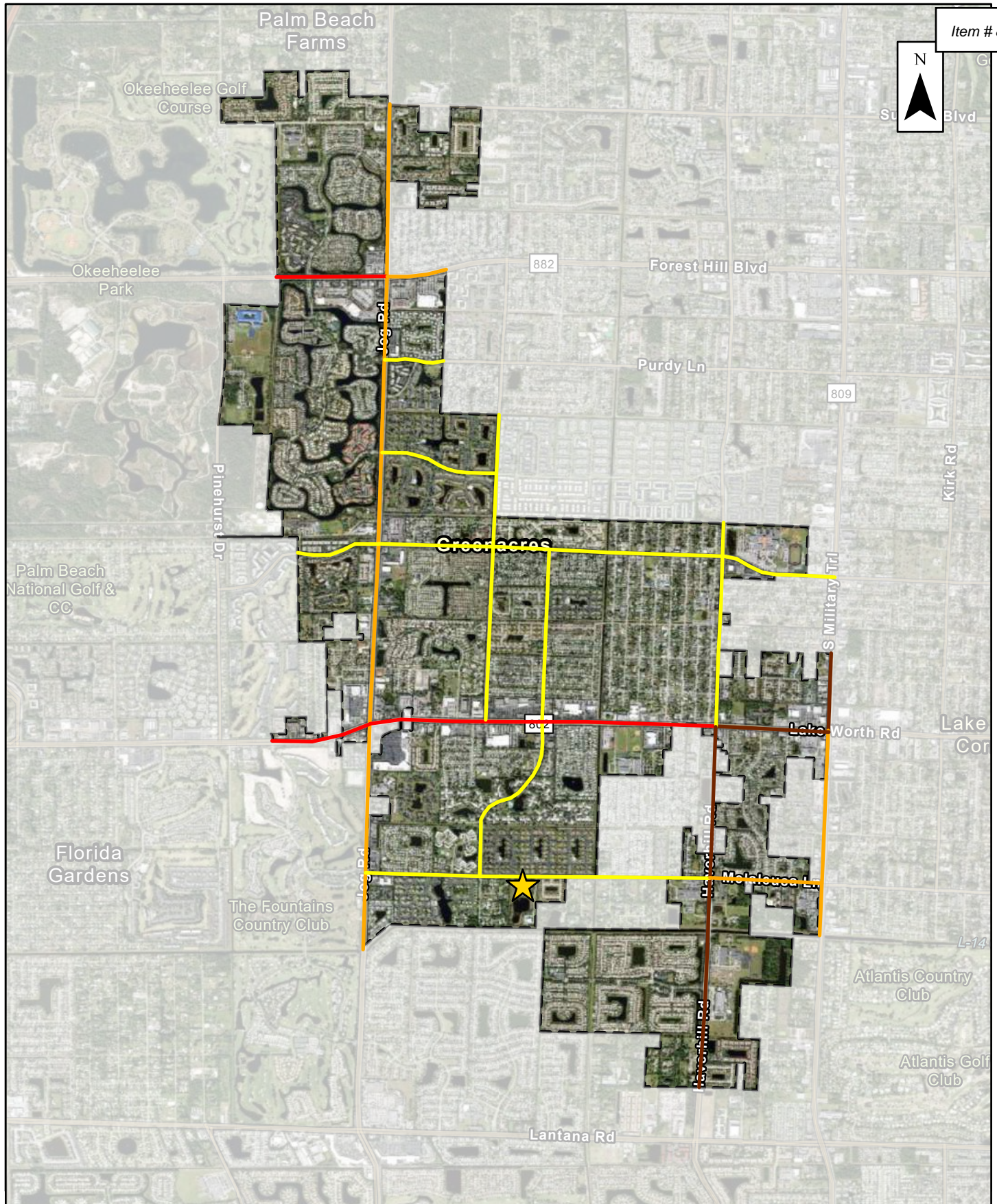
**Legend**

-  City of Greenacres
-  City Hall



-  Short Range (2027) LOS
-  LOS C



-  LOS
-  LOS F





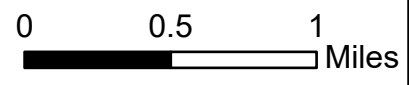


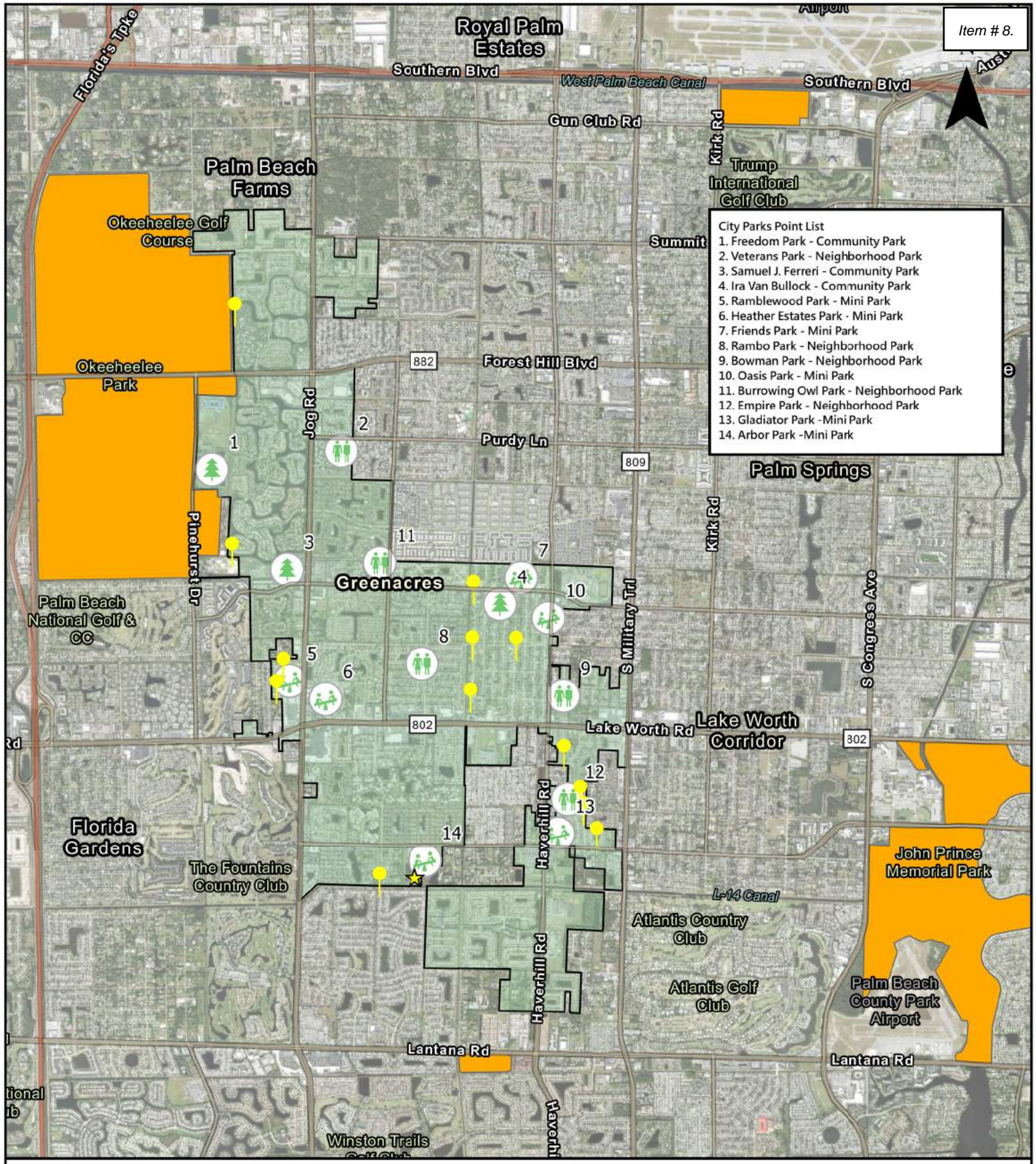
**Legend**

-  City of Greenacres
-  City Hall

- Long Range (2035) LOS
-  LOS C
-  LOS D

-  LOS E
-  LOS F





Item # 8.

- City Parks Point List**
1. Freedom Park - Community Park
  2. Veterans Park - Neighborhood Park
  3. Samuel J. Ferreri - Community Park
  4. Ira Van Bullock - Community Park
  5. Ramblewood Park - Mini Park
  6. Heather Estates Park - Mini Park
  7. Friends Park - Mini Park
  8. Rambo Park - Neighborhood Park
  9. Bowman Park - Neighborhood Park
  10. Oasis Park - Mini Park
  11. Burrowing Owl Park - Neighborhood Park
  12. Empire Park - Neighborhood Park
  13. Gladiator Park - Mini Park
  14. Arbor Park - Mini Park

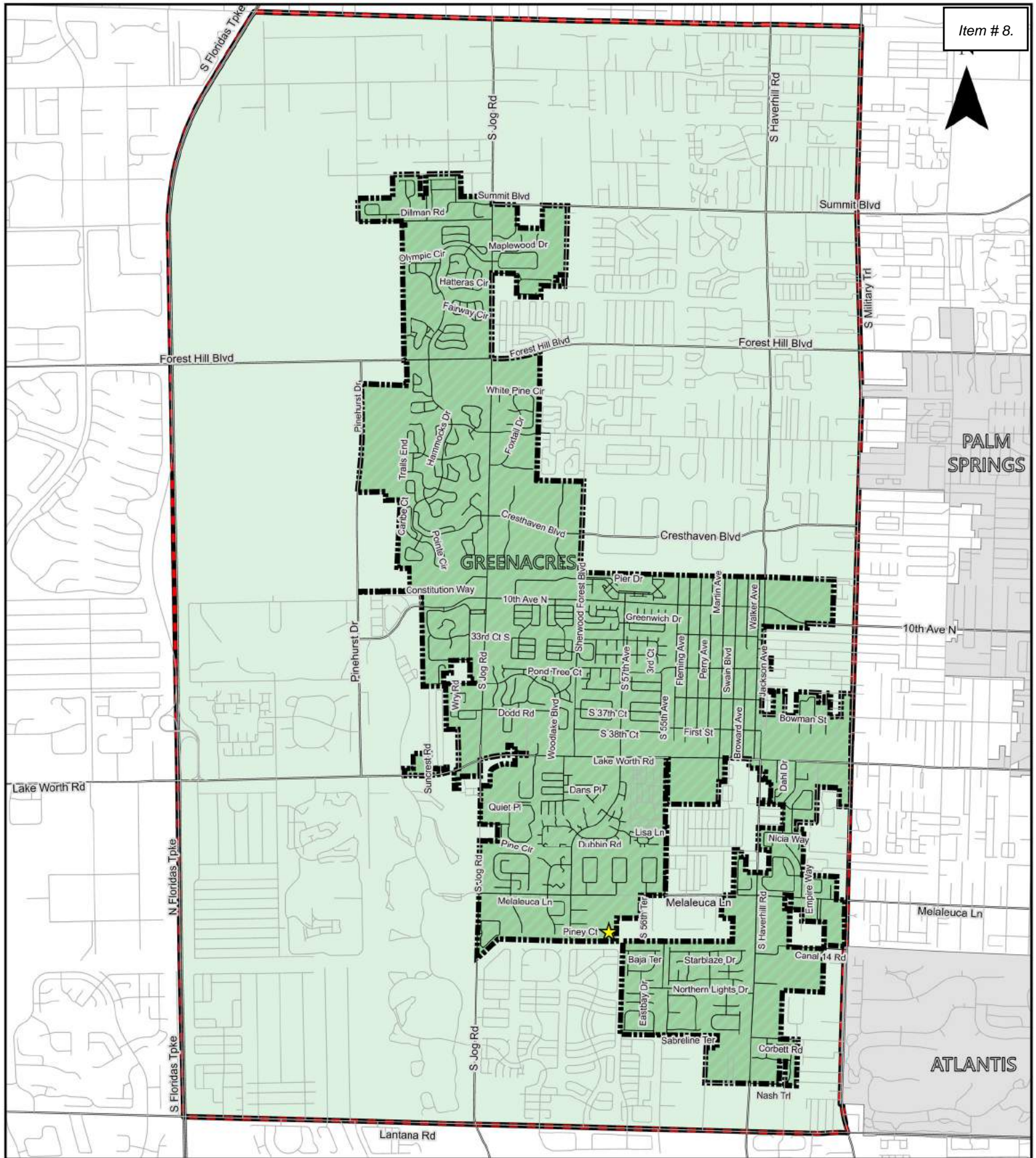
The viewer of this data acknowledges the limitations, including the fact the data is dynamic and is in a constant state of update. Contact the City for any current information.

**Legend**

- ★ City Hall
- City Boundary
- 🌳 Community Park
- 👨👩👦 Neighborhood Park
- 👨👩👦 Mini Park
- 🌳 Regional Parks
- 📍 City-Owned Open Space

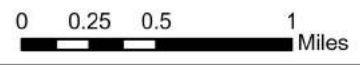


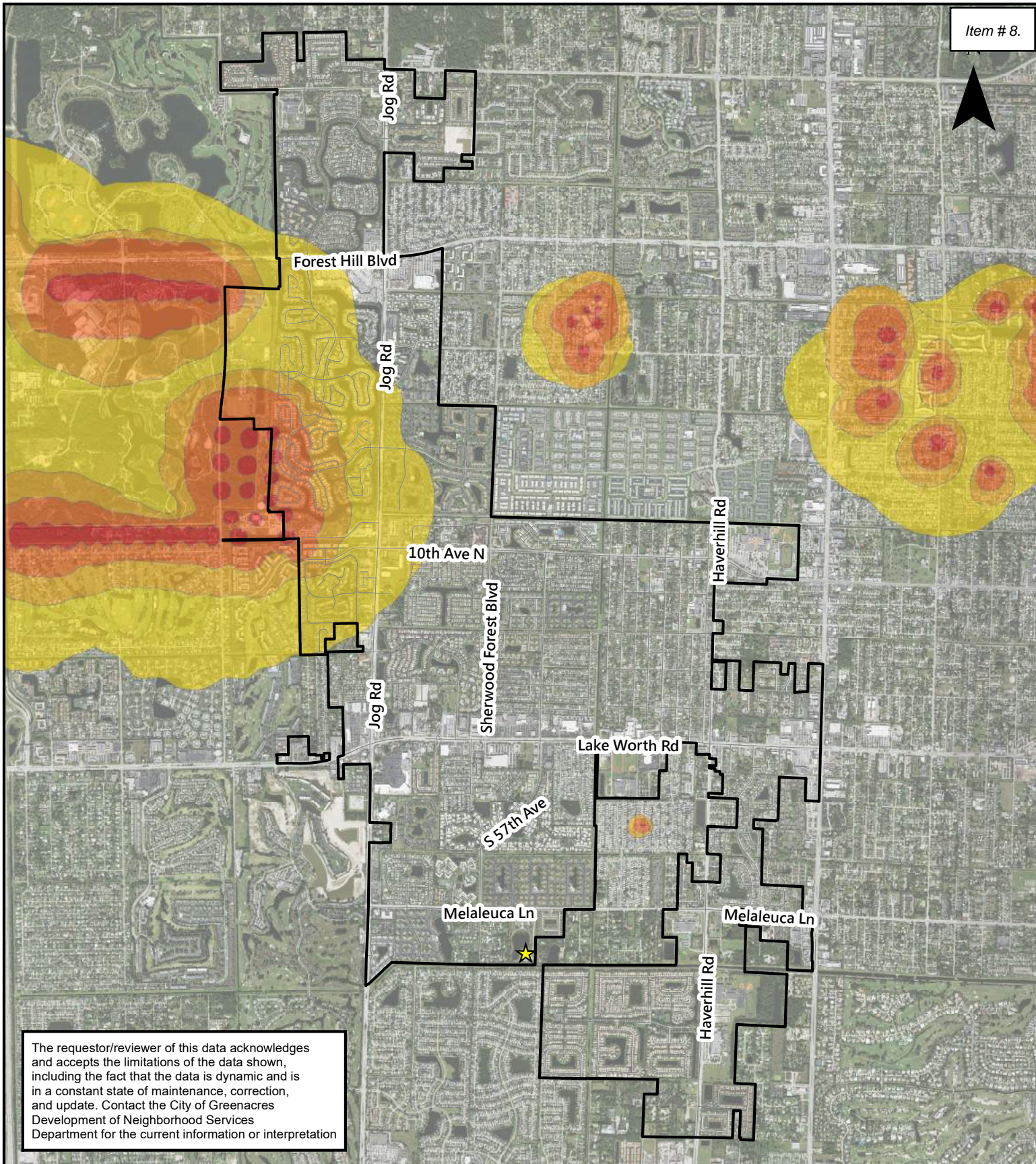




The viewer of this data acknowledges the limitations, including the fact the data is dynamic and is in a constant state of update. Contact the City for any current information.

- Legend**
- City Hall
  - Greenacres Municipal Boundary
  - Ultimate Annexation Boundary





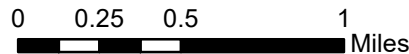
The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Development of Neighborhood Services Department for the current information or interpretation

**Legend**

- City Hall
- City Boundary
- Greenacres Roads

**Wellfield Zones**

- Zone Type
- 1
  - 2
  - 3
  - 4

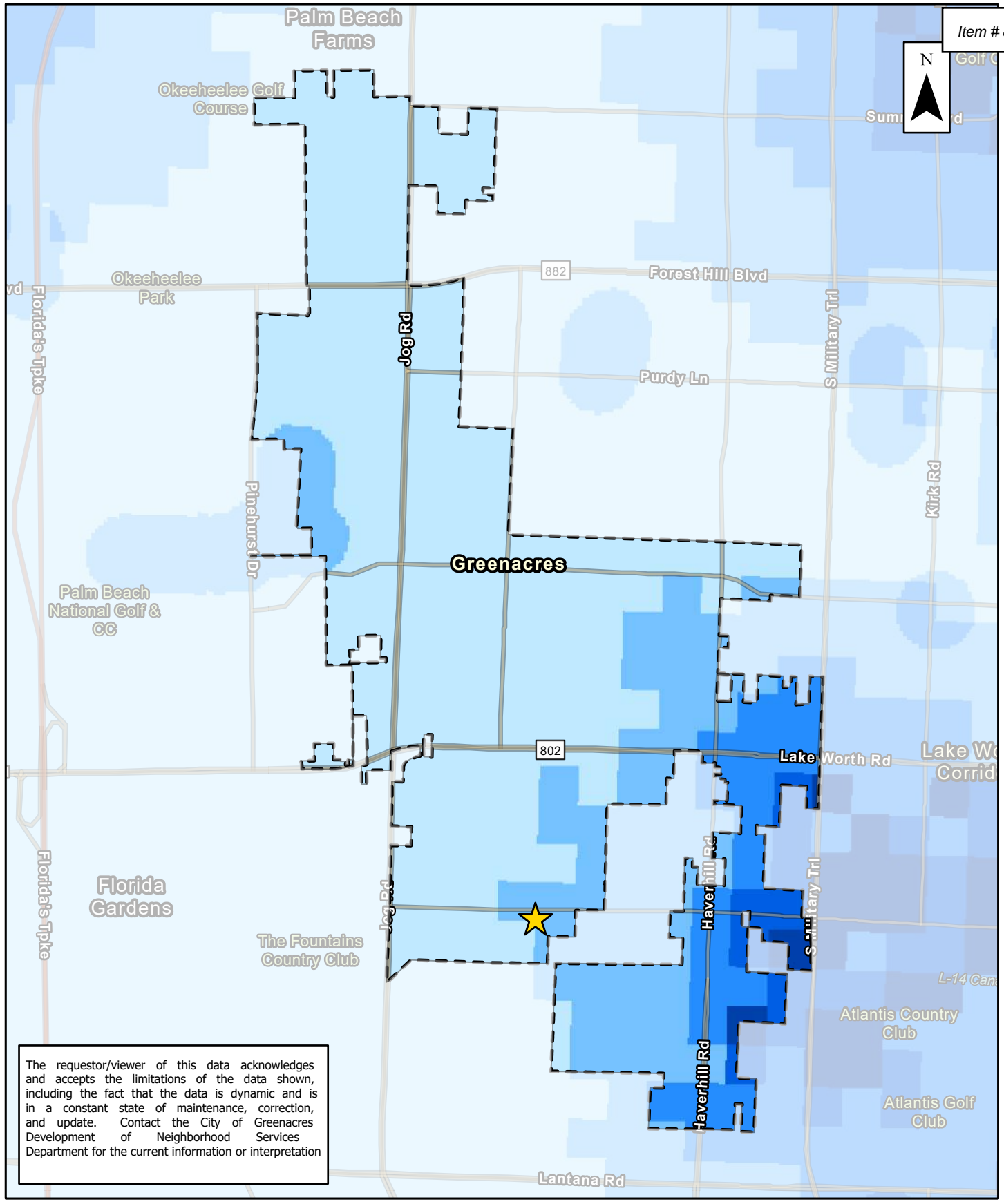


Date: 10/10/2023

PBC Open Data Source, Wellfield Zones, PBC GIS, September 6, 2022

**Wellfield Zones Map  
City of Greenacres**

CON.1



The requestor/viewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Development of Neighborhood Services Department for the current information or interpretation

**Legend**

- |                      |            |            |            |            |            |                    |           |  |
|----------------------|------------|------------|------------|------------|------------|--------------------|-----------|--|
| Priority 1 (Highest) | Priority 2 | Priority 3 | Priority 4 | Priority 5 | Priority 6 | City of Greenacres | City Hall |  |
| Priority 1           | Priority 2 | Priority 3 | Priority 4 | Priority 5 | Priority 6 |                    |           |  |
| Priority 2           | Priority 2 | Priority 3 | Priority 4 | Priority 5 | Priority 6 |                    |           |  |





Greenacres Data & Analysis – Table of Contents

FUTURE LAND USE..... FLU

TRANSPORTATION..... TE

HOUSING..... HE

UTILITIES..... UT  
 (SANITARY SEWER, SOLID WASTE, STORMWATER, POTABLE  
 WATER, and NATURAL GROUNDWATER AQUIFER RECHARGE)

CONSERVATION..... CON

RECREATION & OPEN SPACE..... ROS

CAPITAL IMPROVEMENTS ..... CIE

INTERGOVERNMENTAL COORDINATION ..... ICE

ANNEXATION ..... ANX

PROPERTY RIGHTS ..... PR

HEALTHY COMMUNITIES ..... HC

ECONOMIC DEVELOPMENT ..... ED



## DATA, INVENTORY, AND ANALYSIS

### INTRODUCTION

#### Purpose of Element

The purpose of the Future Land Use Element is to designate future land use patterns to meet the goals, objectives and policies of the City of Greenacres Comprehensive Plan, pertaining to infill development and future development in the City's future annexation area.

This Element is a mandatory element and includes the criteria for the Future Land Use Element pursuant to Chapter 163.3177(6)(a), Florida Statutes. This Element includes the criteria for the Future Land Use Element as specified in ~~Chapter 9J5.005 of the FAC~~ 163.3177 Florida Statutes. For purposes of this analysis, the City is looking at a ~~short-term ten-year (2033)~~ as well as a ~~long-term 20-year (2043)~~ timeframe for this Comprehensive Plan. (163.3177 F.S)

Changes in land use patterns are inevitable in virtually every community. ~~These changes are~~ Typically the result of changing economic, social, and political trends, or the economic obsolescence of property. In order to develop a rational and consistent set of future land use goals, objectives and policies, past and present trends must be evaluated and, as a result of this analysis, future trends must be projected. This compilation of trend data is blended with an understanding of the community's needs and desires to create future land use policies that will make the City of Greenacres ready for future development, expansion and redevelopment. ~~a better place to live.~~ This Element of the Comprehensive Plan describes the land use projections, assumptions, and analyses upon which the goals, objectives and policies are based.



The City's Future Land Use Element illustrates the character of new development on vacant lots such these on North 10<sup>th</sup> Avenue.

#### ~~B.~~ LAND USE DETERMINANTS

Natural and human factors influence the location of specific land uses. The human environment is a significant determinant of land use. Development is influenced by accessibility, traffic volume and proximity to complementary, compatible and incompatible land uses. Development also responds to local market conditions and patterns of population and employment growth in the City, County and Region.

In addition, land use is affected by the availability of basic services such as roads, utilities, sewers, schools,



Consumer tastes Changes in the way the community purchases and obtains goods and services; the reputation of an area are cultural determinants of land use. Institutional factors that affect land use decisions include legal and political constraints such as land use regulations, private covenants and environmental regulations; government policies, such as subsidies for development and tax policy that encourages or discourages certain types of construction; public works projects; the economic system; and land ownership patterns are all determinants of land use.

When reviewed as a whole, the recommended future land use pattern of the City of Greenacres can be thought of in terms of a series of functional units. By and large, the framework for the Future Land Use Element ~~was~~ is based on the existing land use pattern, correlated with the goals, ~~and objectives, and policies~~ of the Element and the Comprehensive Plan. Most of the land area within the City's control is already developed or has approved development orders, all which represent a fairly stable use of the land. However, the City's total future annexation area comprises an area of approximately ~~31.6~~ 22.4 square miles which ~~must be planned to~~ meet the future needs of the citizens of the City and the County. As part of the Future Land Use Element, advisory land use designations have been assigned to the future annexation area and included as part of this Element to address growth and development patterns to ensure orderly growth consistent with the existing and planned surrounding development. The City of Greenacres considers the following issues critical to achieving the purpose of the elements.

**Issues**

- Land Use Compatibility - Ensure that the densities and intensities of land uses are not in conflict with those of surrounding areas within the City, other adjacent municipalities or unincorporated Palm Beach County.
- Negative Externalities - Recognize major negative externalities and minimize or eliminate their effects on the City of Greenacres' other land uses.
- Lake Worth Road Redevelopment - Encourage the redevelopment of commercial uses on Lake Worth Road and other arterial corridors to provide for economic opportunities including mixed-use and residential development.
- Residential Development - Encourage the development of single-family homes to balance the housing types in the City of Greenacres.

**II. DEFINITION OF RELEVANT TERMS**

A. COMMERCIAL USE - is defined as "an establishment which supplies commodities and services to the general public, including retail consumer goods, professional, business, and personal".

B. CONE OF INFLUENCE - See Conservation Element - Definitions Section.

C. DENSITY - is defined as "the relation between the number of ~~existing or proposed amount of dwelling units~~ allowed on a specific land area exclusive of all public rights-of-way and/or provide roadways expressed in terms of the building site". In the determination of the number of residential dwelling units to be permitted on a specific parcel of land, the city rounds down fractional units, meaning a fractional unit shall not entitle the applicant to an additional unit or units.

DEVELOPMENT - refers to the definition provided in s. 380.04, F.S.

D. EDUCATIONAL USES - is defined as "activities and facilities of public or private primary or secondary schools vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the area of buildings, campus open space, dormitories, recreational facilities or parkway".



E. FLOOR-AREA-RATIO (FAR) – the ratio of the gross floor area of all structures on a lot to the total lot area.

F. HISTORIC RESOURCES – is defined as “all areas, districts or sites containing properties listed in the Florida Master Site File, the National Registry of Historic Places, or designated by a local government as historically, architecturally, or archeologically significant”.

G. INTENSITY – the number of square feet per acre for non-residential uses.

H. MIXED USE – Land uses which provide for diversification of residential, retail, professional and business office uses and the combination of residential and commercial uses within an individual development.

III. LAND USE CLASSIFICATIONS

A. OVERVIEW OF LAND USE

Each of the predominant land use classifications (Commercial, Residential and Public/Institutional and Open Space) have different considerations which must be brought into focus in order to plan for its future use. For example, the economic factors involved with developing additional commercial areas in the City of Greenacres are different from the factors affecting single-family residential development. Therefore, the potential constraints of each land use classification must be analyzed individually. (163.3177 F.S)

1. Overview of Commercial Land Use:

Commercial development trends in the City have greatly influenced the formation of future commercial use policies. To a large extent, the market for commercial development will remain fairly constant, growing slightly as the last remaining residential parcels are built out begin to change and evolve due to how consumers shop for goods and services. Consequently, the potential for major new commercial development is limited. However, this potential may increase when considered within the future annexation areas.

Currently, medium- to large-scale commercial development is already in place serving the City and surrounding unincorporated areas. Examples include River Bridge Centre, Greenacres Green Acres Plaza and Mil Lake Plaza, these areas capture the bulk of local retail shopping markets opportunities in the City of Greenacres.

The remaining commercial areas are small- to mid-sized in scale and serve a more the local market. These areas are oriented to major highways and streets such as Lake Worth Road, Military Trail, Forest Hill Boulevard, Jog Road and Tenth Avenue North.

The City has identified the Lake Worth Road as a high commercial corridor. The goal of the City is to maintain Lake Worth Road as a high visibility area with complete occupancy of the City's existing commercial buildings and attract infill commercial development, and redevelopment opportunities such as higher-end retail opportunities and mixed-use to support the needs of the residents of the City. In addition, Military Trail, Forest Hill Boulevard, Jog Road and Tenth Avenue should also be areas for locations of future redevelopment of mixed-use and attainable housing as the decrease in the demand of commercial property occurs overtime.

Additionally, the City of Greenacres encourages the location of commercial uses into well defined commercial areas rather than being haphazardly located throughout the City. With proper planning, effectively placed commercial developments create a positive effect on the City.

This posture would have a number of benefits. First, it should help reduce the potential for business failure because it limits the amount of new commercial development. Such would reduce the chances of saturating



~~the commercial market with more commercial development than it could support. In addition, defining commercial development into identifiable districts would make these commercial areas more appealing, thereby enhancing the image of the entire community.~~

### 2.———Overview of Public/Institutional Land Use

These uses reflect community facility and institutional services needed by City residents. The tremendous growth of the City during the 1970's and 1980's brought with it the demand for additional public/institutional land uses. This category includes water storage facilities, libraries, schools, police/fire stations, post office, community center and other uses operated by government agencies.

Changes in community needs are inevitable as the community evolves and matures. The need for schools for example, may increase or decrease depending on changing demographic conditions. The strategy used for public/institutional uses is one of accommodating the demand for public facilities while still maintaining sound land use relationships.

### 3.———Overview of Residential Land Use

The principal types of land use controls that are employed today are zoning (of which there are many types and forms) which controls all forms of development, and subdivision regulations.

The broad national trend in housing development of ~~apartment and townhouse~~ multi-family units is expected to continue in the City of Greenacres. This course is due in large part to a continuation of rising construction costs and also due to the lack of large undeveloped tracts of land for new single-family residential subdivisions. The propensity of smaller household sizes has reduced the number of families which need single-family units. Consequently, the development of new multi-family and townhouse residential units in the City is expected to continue at present levels. In ~~1995-2021~~, multi-family development accounted for 66.56 % of the total residential units in the City.

Although the City of Greenacres originated as a single-family community, ~~single-family residential use has not been the major residential land use category~~ is now just under half of the residential uses within the City. ~~In recent years the~~ The amount of new single-family detached development has increased significantly in past decades, but is tapering off again and is not likely to increase in the future unless single-family neighborhoods are annexed or vacant land is annexed into the City. This is due in part to the changing market conditions. With new trends in construction and the high cost of land, developers are moving towards creating affordable single-family multi-family housing through redevelopment. The City of Greenacres will continue to encourage affordable single-family units as well as other types of housing types to meet the City residents' needs and provide a variety in housing stock.

### 4.———Overview of Recreation/Open Space Use

Recreation and open space planning concentrates on the most effective use of existing lands. Open space use, as reflected on the Future Land Use Map, is more fully described in the Recreation/ Open Space Element and includes City owned land which is used for active and passive recreation or conservation uses. As the City continues to grow, additional lands need to be added to this category to meet the resident's needs and the City's levels of service.

### 5.———Overview of Vacant Land Use

The ~~413~~ 48.4 acres of vacant land (according to the Palm Beach Property Appraiser's Office which 2006 Evaluation and Appraisal Report) equates to ~~3~~ 1 percent of the City's total acreage (~~3,703.15~~ 3,538.15). These areas represent land that is not utilized, and which may be improved or retained in its raw state. Vacant land in the City generally has a land use designation and zoning, ~~however it is not developed.~~

The majority of the City's vacant land is privately owned and is destined for development in the near future. City-owned vacant land must be utilized prudently to increase the supply of recreational uses and to provide





for additional public facilities required by future growth.

6. Overview of Mixed Use

There are approximately ~~38.57~~ 59.73 acres of land in the City controlled by land use and zoning regulations that authorize a variety of land uses to be located within one development. The Mixed Land Use designation constitutes a community activity center for the City of Greenacres. This designation reflects acknowledgement of areas whereby no particular or dominant land use has historically emerged or been developed and where future redevelopment will occur. The unique character of this type of area is fortified by ~~a sharp contrast in the visual land use pattern of~~ by providing a balance between residential and commercial uses. As such, a defined mixed-use area can be created. It is intended to accommodate ~~single-family~~ residential, retail, service, specialty shops, institutional, and recreational uses that are characteristic of the traditional central community area. This form of land use promotes the continued development of ~~single-family~~ residential units and commercial concerns to both function and ~~satisfy~~ allow for the redevelopment of these areas balancing the basic residential and commercial needs within the "Original Section" of the City of Greenacres and any future designated mixed-use areas. These areas must be carefully ~~guarded~~ planned and built because of ~~the appealing factors~~ redevelopment opportunities which exist for a more intensive commercial or industrial use business to ~~encroach on this area spoiling impact~~ the ~~delicate balance of existing single-family residential/light commercial land use neighborhoods,~~ ultimately becoming a strictly commercial use area. Other ~~Mixed Use~~ mixed-use areas along the major roadways are intended to consist of a combination of commercial and residential uses within individual projects.

IV. INVENTORY - EXISTING LAND USE DATA

A. NARRATIVE OF LAND USE MAP SERIES

Because of the size of the City and scale restrictions, the City of Greenacres will use a series of maps to depict generalized land uses and numerous natural resources in order to retain clarity. A combined series of maps ~~is also~~ can be found in the City's Map Series which used to graphically represent this Element as well as the other elements within the City's Comprehensive Plan.

1. Generalized Future Land Uses Categories (163.3177 F.S)

Category Identification

There are ~~six (6)~~ eight (8) categories of generalized land uses depicted on the City's Future Land Use Map ~~No. 8-FLU.2.~~

- RSRS-LD – Residential Low Density
- RS-MD – Residential Medium Density
- RS-HD – Residential High Density
- CM - Commercial
- PI - Public/Institutional
- RO - Recreation/Open Space
- MU - Mixed Use
- ~~SAZ – Study Area Zone~~
- U – Utility/Transportation

~~In accordance with the requirements of 9J-5.006,(4) Future Land Use Map requirements, sub-section (d), the City has combined subparagraphs (4)(a)7, (4)(a)8, and (4)(a)9, into one land use category identified as "public/institutional."~~

Additional land use categories have been omitted from the Land Use Map series because they are not found within or adjacent to the City limits. These uses include:



Agricultural  
Industrial  
Conservation  
Historic Resources

The ~~six (6)~~ eight (8) land use categories which are identified on the "Existing" and "Future" land use map series are defined as follows:

CATEGORY

~~RS - Residential — Land uses which provide the dwelling place of one or more families or households. This category includes accessory buildings and open land normally used by dwelling occupants, single family, duplex, multi-family and permanent mobile home parks are included.~~

RS-LD – Residential Low Density  
Residential land uses which provide the dwelling place of one family or household in low density developments. This category includes accessory buildings and open land normally used by dwelling occupants and single-family development.

RS-MD – Residential Medium Density  
Residential land uses which provide the dwelling place of one more families or household, in low to medium density development. This category includes accessory buildings and open land normally used by dwelling occupants. This category includes accessory buildings and open land normally used by dwelling occupants, single-family, duplex, townhome, and multi-family units.

RS-HD – Residential High Density  
Residential land uses which provide the dwelling place of one more families or household, in a medium to high density development. This category includes accessory buildings and open land normally used by dwelling occupants. This category includes accessory buildings and open land normally used by dwelling occupants, single-family, duplex, townhome, multi-family, mobile homes, and apartment projects.

CM - Commercial Land uses which promote the supply of commodities and services to the general public; including retail, professional business and personal services, restaurants, and the necessary storage and parking ancillary to these uses.

PI - Public/ Land uses owned, leased or operated by government agencies such as civic Institutional community centers, libraries, police/fire stations, public schools etc.

RO - Recreation/Open Space Any land uses concerned with either active or passive open space recreational uses or the open space enhancement of the surrounding area by publicly owned land.

MU - Mixed Use Land uses which provide for a diversification of residential, professional, business, and retail uses and the combination of residential and commercial uses within an individual development.

~~SAZ – Study Area Zone – Land which has recently been annexed into the City and has not yet received a City of Greenacres Future Land Use designation. These parcels retain their Palm beach County designation temporarily.~~

b) — Density and Intensity

The gross land area included in each existing land use plan category has been clearly identified by acreage, general range of density or intensity of use and appropriate zoning controls, in Table No. 1. The major land use in the City is residential which occupies approximately ~~64.6~~ 76 percent of the total gross land area.

Utility/Transportation Land within the City that is owned or the uses upon the land are for utility or transportation purposes to provide needed services and interconnectivity for the City of Greenacres and its environs.



2. FUTURE LAND USE

TABLE NO. 1: Land Use Plan Classifications / Permitted Zoning Categories Maximum Permitted Densities (du's/ac) and Intensities (FAR)					
Plan Category:	Zoning:	Acres:	Lots:	Density/Intensity:	Lot Coverage:
<i>RS Residential (Sub-category)</i>		2,629.92			
	AR Agricultural Residential		3	1 du/2.5 ac	1
LD	RE Residential Estate		3	1 du/net ac	
LD	RL:1,2,3 - Low Density	3,083		3-5 " "	
LD	RM:1,2 - Med. Density	5,278		6-7 " "	
MD	RH High Density	1,324		10 " "	
HD	RMH Mobile Home	3		6 " "	
MD					
<i>CM Commercial</i>	OPI Office Prof.	382.05	2	0.35 FAR	25% lot coverage
	CN Neighborhood		4	0.30 FAR	20% " "
	CG General	70		0.35 FAR	30% " "
	CI Intensive		116	0.35 FAR	30% " "
<i>PI Public/Institutional</i>	GU Government Use	249.45	26	0.10 - 0.35 FAR <sup>4</sup>	*
<i>RO Rec/Open Space</i>	GU Government Use	126.08			*
<i>MU Mixed Use</i>		59.73			
	MXD-R Mixed Res.		27	5 du/0.20 FAR	20-35% lot coverage <sup>2</sup>
	MXD-C Mixed Com.		59	5 du/0.25 FAR	25-35% " " <sup>2</sup>
	MXD-O Mixed Office		56	6 du/0.35 FAR	30% " "
	MXD-OS Mixed Original Section		38	6 du/0.30-0.35 FAR	20-30% lot coverage <sup>3</sup>

TABLE 1 Land Use Plan Classifications / Permitted Zoning Categories Maximum Permitted Densities (du's/ac) and Intensities (FAR)					
Plan Category:	Zoning	Acres	Lots	Density/Intensity	Lot Coverage
<u>RS-LD Residential</u>	<u>AR-Agricultural Residential</u> <u>RE - Residential Estate</u> <u>RL:1,2,3 - Low Density</u>	<u>730.06</u>	<u>3,061</u>	<u>1 du/2.5 ac</u> <u>1 du/gross ac</u> <u>3-5 du/gross ac</u>	<u>1</u>
<u>RS-MD Residential</u>	<u>RM:1,2 - Med. Density</u> <u>RMH - Mobile Home</u>	<u>1671.28</u>	<u>5,298</u>	<u>6-7 du/gross ac</u> <u>6 du/gross ac</u>	<u>1</u>
<u>RS-HD Residential</u>	<u>RH - High Density</u>	<u>228.58</u>	<u>1,325</u>	<u>10 du/gross ac</u>	<u>1</u>
<u>CM-Commercial</u>	<u>OPI - Office Prof.</u> <u>CN - Neighborhood</u> <u>CG - General</u> <u>CI - Intensive</u>	<u>382.05</u>	<u>190</u>	<u>0.35 FAR</u> <u>0.30 FAR</u> <u>0.35 FAR</u> <u>0.35 FAR</u>	<u>25% lot coverage</u> <u>20% " "</u> <u>30% " "</u> <u>30% " "</u>
<u>PI- Public/Institutional</u>	<u>GU - Government Use</u>	<u>249.45</u>	<u>16</u>	<u>0.10 - 0.35 FAR<sup>4</sup></u>	<u>4</u>
<u>RO-Rec/Open Space</u>	<u>GU - Government Use</u>	<u>126.08</u>	<u>16</u>	<u>4</u>	<u>4</u>
<u>MU-Mixed Use</u>	<u>MXD-R Mixed Res.</u> <u>MXD-C Mixed Com.</u> <u>MXD-O Mixed Office</u> <u>MXD-OS Mixed Original Section</u>	<u>59.73</u>	<u>181</u>	<u>5 du/0.20 FAR</u> <u>5 du/0.25 FAR</u> <u>6 du/0.35 FAR</u> <u>6 du/0.30-0.35 FAR</u>	<u>20-35% lot coverage<sup>2</sup></u> <u>25-35% " " <sup>2</sup></u> <u>30% " "</u> <u>20-30% lot coverage<sup>3</sup></u>
<u>Total</u>		<u>3,447.23</u>	<u>10,087</u>		



\* Published Safety and Regulatory Standards

- Notes:
1. Per Schedule of Zoning District Regulations.
  2. Commercial development in the MXD-R and MXD-C zoning districts shall be limited to the FAR shown above. Accessory uses may account for the difference between the FAR and lot coverage shown. Residential development is limited to a maximum of 35% lot coverage.
  3. The intent of the MXD-OS district is to provide an integrated mixture of commercial, office, and residential uses on an incremental scale of development based on the acreage of the project. Maximum lot coverage for residential uses shall be 35%.
  4. Each property so designated shall be evaluated during the site plan approval process for compatibility with adjacent land uses, service capacity availability, current and future traffic capacity, and safety, and the maximum intensity (FAR) established within the given range based on that site analysis and in accordance with Zoning District Regulations.
  5. ~~These properties have been annexed and not yet given a Greenacres land use designation. They retain their Palm Beach County designations. (163.3177 F.S)~~

**Source: Planning and Engineering Department, February 2008 GIS Future Land Use Map and Zoning GIS maps, January 2023**

2. ~~Public Buildings~~

An entire scope of services is offered to the citizens of the City which are provided both by the City, and other government agencies operating in the City. (163.3177 F.S)

a) ~~Greenacres as Controlling Agency~~

To assist in the provision of services, the City's operating functions have been divided into seven (7) basic departments/offices which are housed in permanent quarters at various locations within the City. These departments include:

- Administration
- Community and Recreation Services
- Development and Neighborhood Services
- Finance
- Fire Rescue
- Planning and Engineering
- Building
- Information Technology
- Public Works
- Public Safety
- ~~Leisure Services~~
- Purchasing
- Youth Programs

Provisions of these services depend on a management system that coordinates the functions under the authority of the City Manager, the Mayor and City Council. See the Waterbodies Map No. 4 FLU.4 for the location of these facilities.

b) ~~Other Governmental Agencies~~

Additional governmental agencies which operate facilities within the City are shown on the Future Land Use Maps include:

- Palm Beach County Library
- Palm Beach County Water Utilities Department
- School Board of Palm Beach County
- U.S. Post Office

1. ~~Palm Beach County Library~~



The Palm Beach County Public Library System operates the "Greenacres Branch" located at the southeast corner of Jog Road and Dodd Road

2.——Palm Beach County Water Utilities Department

The Department does not have any administrative offices within the City, however, several facilities including water storage tanks and pump stations are located in the City.

3.——School Board of Palm Beach County

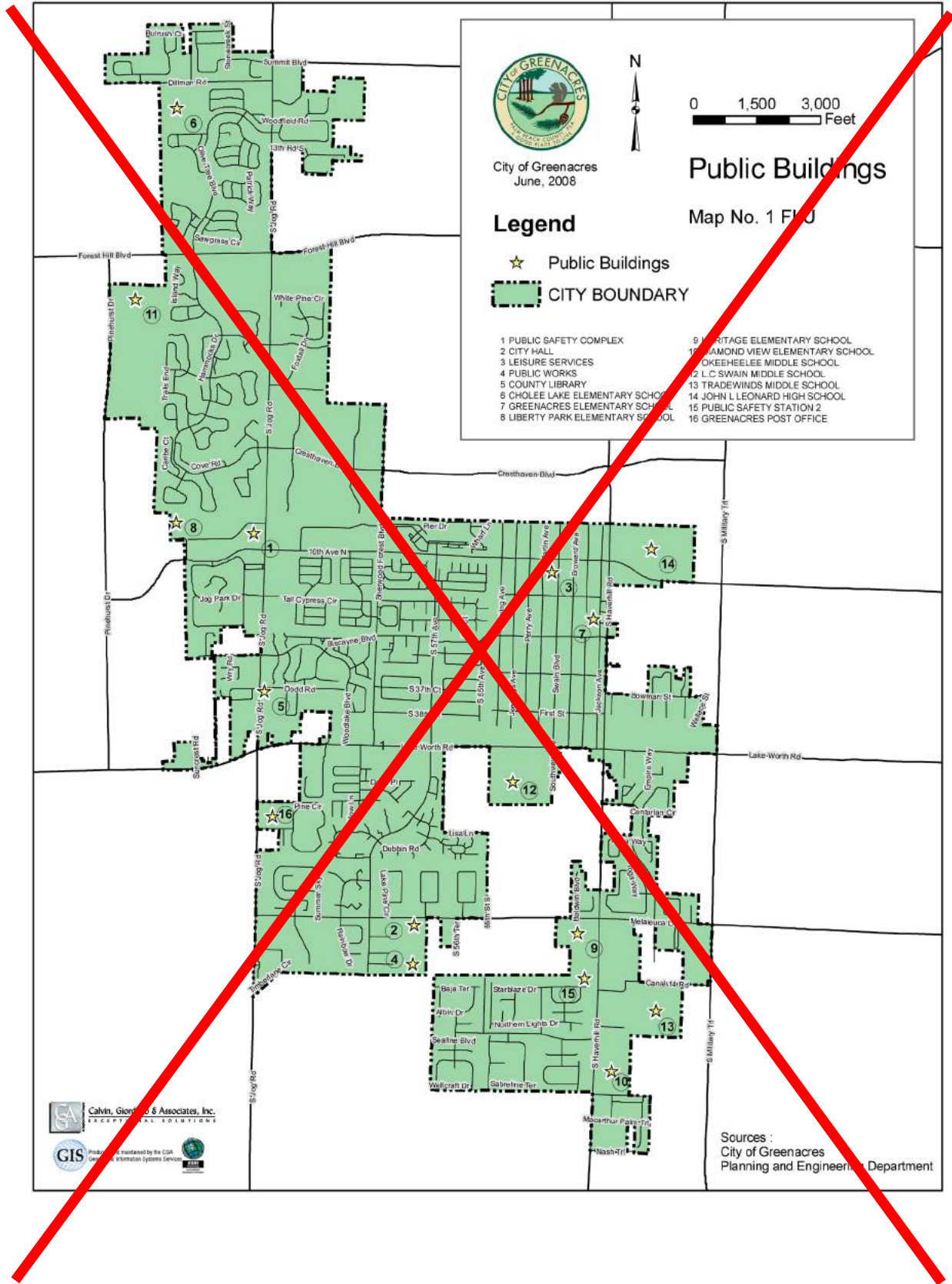
Within the City limits there are eight (8) public schools, "Diamond View Elementary, Greenacres Elementary School, Heritage Elementary, Liberty Park Elementary, L.C. Swain Middle School, Okeeheelee Middle Schools ~~School~~, Tradewinds Middle School, and John I. Leonard High School.

Public school facilities within the City are under the jurisdiction of the School Board of Palm Beach County. Minimum acceptable site sizes are established by Chapter GA-2.39, Florida Administrative Code and Chapter 235, F.S.

Public Schools are allowed in three of the City's future land use classifications: Public/Institutional, Residential and Commercial future land use categories.



# 2. FUTURE LAND USE





### 3.——Natural Resources (163.3177 F.S)

#### a)——Waterwells and Cones of Influence

There are no waterwells in the City of Greenacres. However, in close proximity to the western boundary is a wellfield which serves Palm Beach County System No. 2 and is the source of potable water supplied to residents of the City. The exact location of these wells is depicted on the Wellfield and Protection Zones Map No. 2-CON.1 (163.3177 F.S.).

In order to protect that water source from the risk of contamination resulting from the handling, production and storage of hazardous and toxic materials; the Board of County Commissioners of Palm Beach County, adopted the Wellfield Protection Ordinance which originally became effective March 7, 1988 and is adopted in Article 14, Chapter B of the Palm Beach County Unified Land Development Code. ~~The ordinance was last amended on December 4, 2003.~~

There are four (4) regulation zones (zones of influence) surrounding each wellfield. The exact locations of these "zones" are determined by the Palm Beach County Department of Environmental Protection Since these "zones" do extend into the City, the Wellfield Protection Ordinance provides for the Department of Environmental Resources Management to review certain zoning, permitting, and licensing decisions made by the City of Greenacres in those areas. These wellfields and their "zones of influence" are described in more detail in the Potable Water Sub-Element of this Plan. See Map CON.1 Wellfield Zones (163.3177 F.S).

#### b)——Beaches, Shores and Estuarine Systems

The City of Greenacres is located approximately six (6) miles inland and has no natural beaches, shores, or estuarine systems.

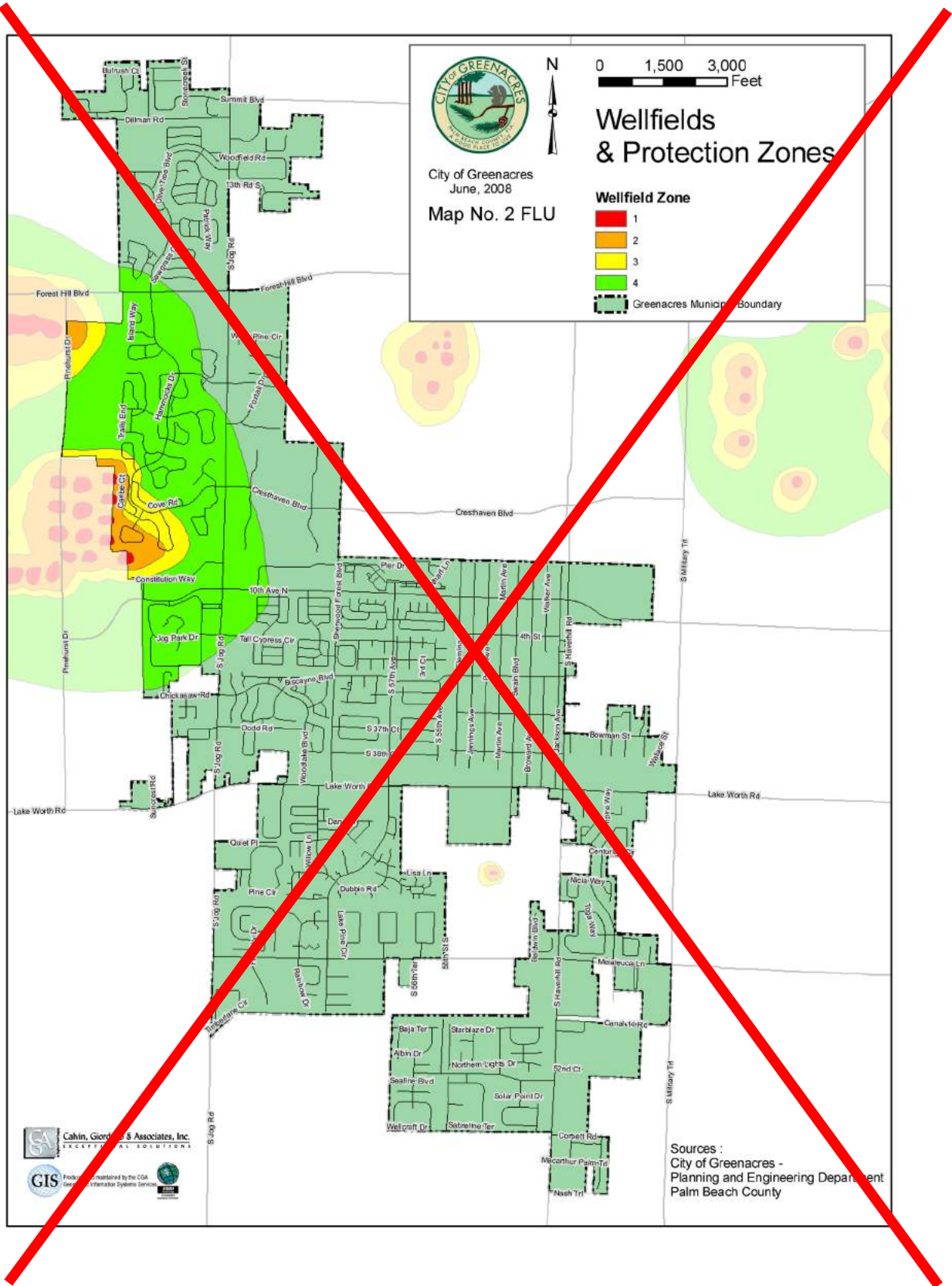
#### e)——Rivers, Bays, Lakes, Floodplains and Harbors

There are no rivers, bays, lakes, flood plains or harbors within the City limits; however, there are several water retention ponds and other man-made drainage canals that are operated by private and/or public entities such as the Lake Worth Drainage District. Size and location of these water bodies are shown on the Water Bodies Map No. 3-FLU.4.

#### d)——Wetlands

"Wetlands" is a term for land areas that are sufficiently saturated by surface water or groundwater as to be generally able to support vegetation or aquatic life requiring saturated soil conditions for at least part of the year. A few examples would be swamps, marshes, bogs and sloughs.

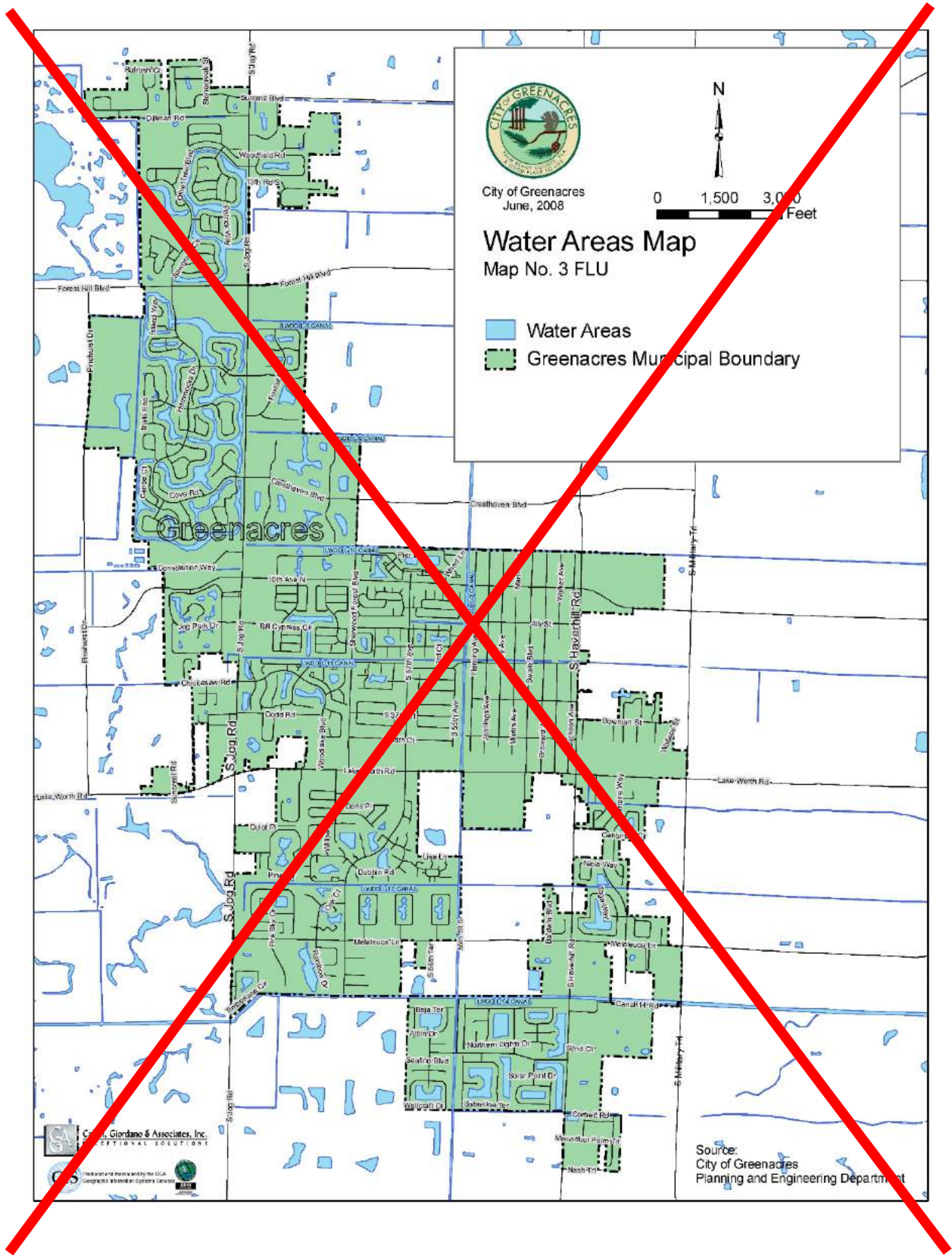
To halt the trend toward destruction of wetlands, a variety of federal and state actions have been taken, however, none of these designated wetland areas exist within Greenacres.







## 2. FUTURE LAND USE





e) ~~Minerals and Soils~~

(1) ~~Potential for Habitat Elements~~

~~Soil Association Descriptions Map No. FLU.6 within the Map Series clearly shows those soils identified by the U.S. Department of Agriculture, Soil Conservation Service, as lying within the City of Greenacres and its surrounding area. (163.3177 F.S.)~~

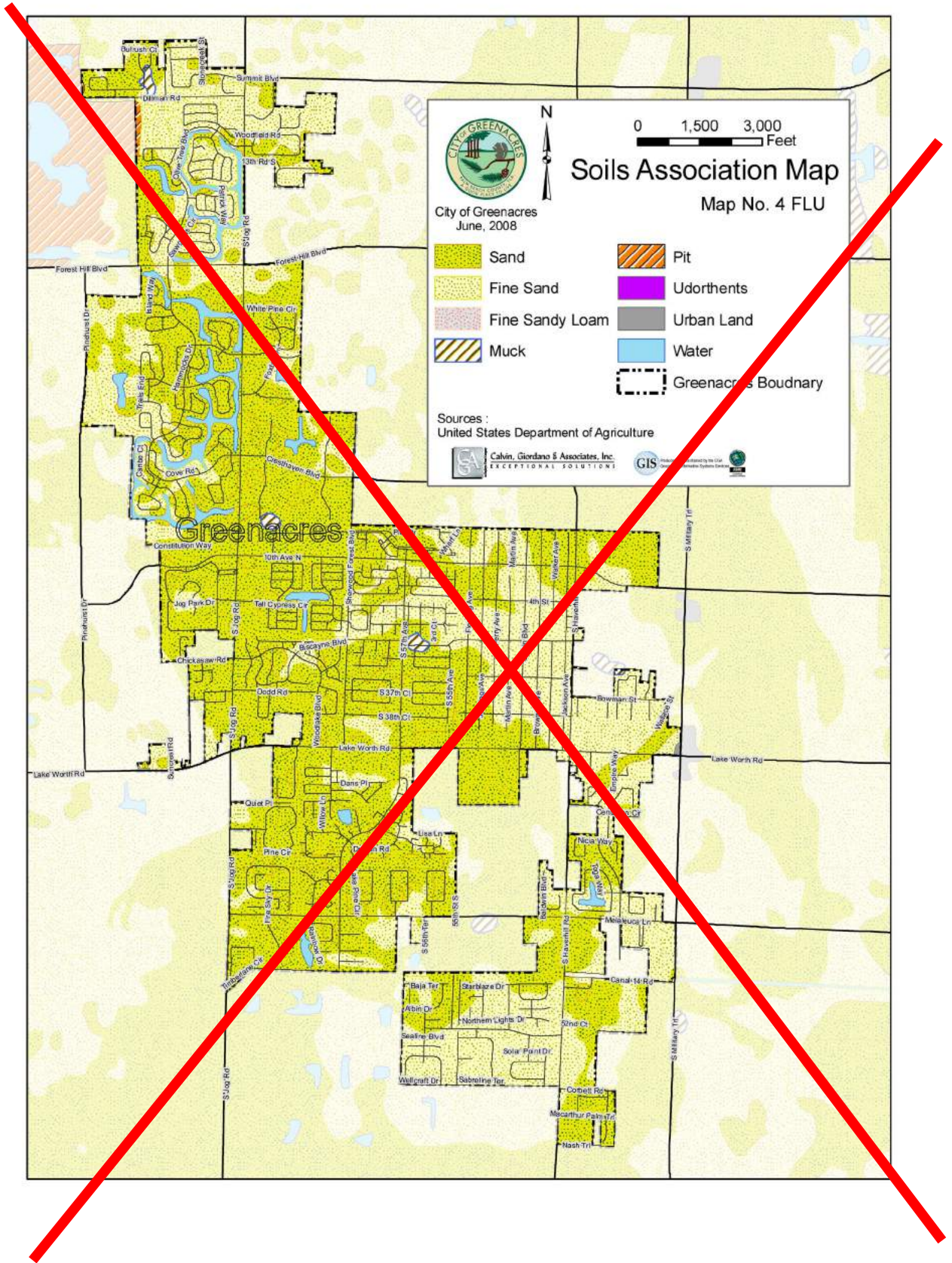
~~The present land use, the relationship of soils to adjoining areas, and the movement of wildlife are not considered in these ratings. The size, shape, or location of the areas does not affect the rating. Certain influences on habitat must be appraised by on-site investigation. The level of suitability ratings in Table 2 are defined as follows:~~

~~Good: Habitats are easily improved, maintained, or created. There are few or no soil limitations in habitat management, and satisfactory results can be expected.~~

~~Fair: Habitats can be improved, maintained or created on these soils but moderate soil limitations affect habitat management or development. A moderate intensity of management and fairly frequent attention may be required to ensure satisfactory results.~~

~~Poor: Habitats can be improved, maintained, or created on these soils, but the soil limitations are severe. Habitat management may be difficult and expensive and require intensive effort. Results are questionable.~~

~~Very poor: Under the prevailing soil conditions, it is not practical to attempt to improve, maintain, or create habitats. Unsatisfactory results are probable.~~





**TABLE 2**  
**POTENTIAL FOR HABITAT ELEMENTS**

Soil Name & Map Symbol	Grain & Seed Crops	Grasses & Legumes	Wild Herbaceous	Hardwood Trees	Coniferous Plants	Wetland Plants	Shallow Water Areas
ANCLOTE: An	Very Poor	Poor	Poor	Fair	Poor	Poor	Good
ARENTS: AU	Poor	Poor	Poor	Fair	Fair	Poor	Poor
BASINGER: Ba	Poor	Poor	Fair	Poor	Poor	Good	Fair
BASINGER: BM	Very Poor	Very Poor	Very Poor	Very Poor	Good	Good	Very Poor
HOLOPAW: Ho	Poor	Fair	Fair	Poor	Fair	Fair	Fair
MYAKKA: MK	Poor	Fair	Good	Poor	Fair	Fair	Poor
OKEELANTA: On	Very Poor	Poor	Very Poor	Very Poor	Very Poor	Good	Good
OLDSMAR: Os	Poor	Fair	Fair	Poor	Fair	Poor	Poor
QUARTZIPSAMMENTS: QAB	Poor	Poor	Poor	Very Poor	Poor	Very Poor	Very Poor
RIVIERA: Rd	Very Poor	Poor	Very Poor	Very Poor	Very Poor	Good	Good

Source: U.S. Dept. of Agriculture, Soil Conservation Service - Dec. 1978

(2) — Building Site Development

Soil types identified with building site development are shown for the City of Greenacres and surrounding area on the Soil Description Map No. FLU.4. (163.3177 F.S) The degree and kind of soil limitations that affect shallow excavations, dwellings with and without basements, small commercial buildings, and local roads and streets are indicated in Table No. 4. A slight limitation indicates that soil properties are favorable for the specified use; any limitation is minor and easily overcome. A moderate limitation indicates that soil properties and site features are unfavorable for the specified use, but the limitations can be overcome or minimized by special planning and design. A severe limitation indicates that one or more soil properties or site features are so unfavorable or difficult to overcome that a major increase in construction effort, special design, or intensive maintenance is required. For some soils rated severe, such costly measures may not be feasible.

**TABLE 3**  
**SOILS ASSOCIATION MAP LEGEND**

**—GREENACRES AREA—**

5 — MYAKKA - IMMOKALEE - BASINGER association: nearly level, poorly drained soils that are sandy throughout; some have a weakly cemented layer below a depth of 30 inches.

9 — RIVIERA association: nearly level, poorly drained sandy soils that have a loamy subsoil.

11 — BASINGER association: nearly level, poorly drained soils that are sandy throughout.

Source: 1. — U.S. Department of Agriculture, 1976



- 2. ~~Soil Conservation Service, 1978~~
- 3. ~~University of Florida, Institute of Agricultural Sciences, 1976~~

~~Shallow excavations are used for pipelines, influenced by soil wetness caused by a seasonal high water table; the texture and consistence of soils; the tendency of soils to cave in or slough; and the presence of very firm, dense soil layers, bedrock, or large stones. In addition, excavations are affected by large stones, and slope of the soil and the probability of flooding. Ratings do not apply to soil horizons below a depth of 6 feet unless otherwise noted.~~

~~In the soil series descriptions, the consistency of each soil horizon is defined and the presence of very firm or extremely firm horizons, generally difficult to excavate, is indicated.~~

~~Dwellings and small commercial buildings, referred to in Table No. 4 are built on undisturbed soil and have foundation loads of a dwelling no more than three stories high. Separate ratings are made for small commercial buildings without basements and for dwellings with and without basements. For such structures, soils should be sufficiently stable that cracking, or subsidence from settling, or shear failure of the foundation do not occur. These ratings were determined from estimates of the shear strength, compressibility, and shrink swell potential of the soil. Soil texture, plasticity and in place density, potential frost action, soil wetness and depth to a seasonal high water table were also considered. Soil wetness and depth to a seasonal high water table indicate potential difficulty in providing adequate drainage for basements, lawns, and gardens. Depth to bedrock, slope, and the large stones in or on the soil are also important considerations in the choice of sites for these structures and were considered in determining the ratings. Susceptibility to flooding is a serious limitation.~~

~~Local roads and streets, referred to in Table No. 4, have an all weather surface that can carry light to medium traffic all year. They have a subgrade of underlying soil material; a base of gravel, crushed rock fragments, or soil material stabilized with lime or cement; and a flexible or rigid surface, commonly asphalt or concrete. These roads are graded with soil material at hand. Most cuts and fills are less than 6 feet deep.~~

~~The load supporting capacity and the stability of the soil as well as the quantity and workability of fill material available are important in design and construction of roads and streets. The AASHTO and Unified classifications of the soil and the soil texture, density, shrink-swell potential, and potential frost action are indicators of the traffic supporting capacity used in making the ratings. Soil wetness, flooding, slope, depth to hard rock or very compact layers, and content of large stones, all of which affect stability and ease of excavation, were also considered.~~

£. ~~Areas of Critical State Concern~~

~~According to Section 380.05 of the Florida Statutes, an area of critical state concern may be designated only for an area containing, or having a significant impact upon, environmental or natural resources of regional or statewide importance, including, but not limited to, state or federal parks, forests, wildlife refuges, wilderness areas, aquatic preserves major rivers and estuaries, state environmentally endangered lands, Outstanding Florida Waters, and aquifer recharge areas, the uncontrolled private or public development of which would cause substantial deterioration of such resources.~~

~~Areas of critical State concern may also include an area containing, or having a significant impact upon, historical or archaeological resources, sites, or statutorily defined historical or archaeological districts. The private or public development of these properties could cause substantial deterioration or complete loss of such resources, sites, or districts. Within the City of Greenacres, there are no areas that fall within a designated area of critical state concern, pursuant to Section 380.05, Florida Statutes. (163.3177 F.S.)~~

g. Population Projections

The City of Greenacres population projections are provided in detail in Table No. 5 from 2016 2022 to 2035



2040. These projections are based on created by the April 1, 2016 Bureau of Economic and Business Research (BEER) projections for Palm Beach County Planning, Zoning and Building Department, Planning Division's Population Allocation Model. (163.3177 F.S)

**TABLE NO. 4  
BUILDING SITE DEVELOPMENT**

SOIL NAME	Shallow Excavation	Degree & Kind of Limitations for—				
		Dwellings without Basements	Dwellings with Basements	Small Commercial Buildings	Local Roads & Streets	Flooding
Anclote	Severe: wetness, cutbanks cave	Severe: wetness	Severe: wetness	Severe: wetness	Severe: wetness	None
Arents	Severe: cutbanks eave	Moderate: wetness	Severe: wetness	Moderate: wetness	Moderate: wetness	None
Basinger—Ba	Severe: wetness, cutbanks cave	Severe: wetness	Severe: wetness	Severe: wetness corrosive	Severe: wetness	None
Basinger—Bm	Severe: wetness, cutbanks cave	Severe: wetness	Severe: wetness	Severe: wetness corrosive	Severe: wetness	Frequent
Holopaw	Severe: wetness, cutbanks cave	Severe: wetness	Severe: wetness	Severe: wetness	Severe: wetness	None
Myakka	Severe: wetness, cutbanks cave	Severe: wetness	Severe: wetness	Severe: wetness	Severe: wetness	None
Okeelanta	Severe: wetness, excess humus	Severe: wetness, excess humus	Severe: wetness, excess humus	Severe: wetness, excess humus	Severe: wetness, excess humus	Frequent
Oldsmar	Severe: wetness, cutbanks cave	Severe: wetness	Severe: wetness	Severe: wetness corrosive	Severe: wetness	None
Quartzipammets	Severe: cutbanks eave	Slight	Slight	Moderate: slope	Slight	None
Riviera	Severe: wetness	Severe: wetness	Severe: wetness	Severe: wetness	Severe: wetness	Frequent
Urban Land	No ratings					

Source: 1) U.S. Department of Agriculture, Soil Conservation Service—Dec. 1978  
 2) The City of Greenacres Engineering, Planning, & Building Dept. June 1997



TABLE 2 Population Projections						
2020 <sup>1</sup>	2022 <sup>2</sup>	2025 <sup>2</sup>	2030 <sup>2</sup>	2035 <sup>2</sup>	2040 <sup>2</sup>	2045 <sup>2</sup>
43,990	44,934	45,474	46,321	46,955	47,763	48,553

**TABLE No. 5  
Population Projections  
Year**

**Population**

2016	39,006
2020	49,275
2035	68,996

TABLE 2 Population Projections						
2020 <sup>1</sup>	2022 <sup>2</sup>	2025 <sup>2</sup>	2030 <sup>2</sup>	2035 <sup>2</sup>	2040 <sup>2</sup>	2045 <sup>2</sup>
43,990	44,934	45,474	46,321	46,955	47,763	48,553

Sources: (1) 2020 Decennial US Census  
 (2) 2023 Palm Beach County Population Allocation Model, PBC PZB, PBC PAO - Palm Beach County Planning, Zoning & Building Department, Planning Division. link:  
<https://discover.pbcgov.org/pzb/planning/Projects-Programs/Population-Demographics.aspx>

4. Seasonal Population

Seasonal population projections are derived from 1990 2021 American Community Survey by the U.S. Census data regarding seasonal units gathered for Palm Beach County. Palm Beach County This data is utilized since it is the best available existing data source and most accurately reflects the seasonal growth within Greenacres. (9J-5.005(2)(c)) (163.3177 F.S)

The percentage of seasonal housing is obtained from Palm Beach County based on BEBR projections 2021 American Community Survey.

The seasonal population is acquired by multiplying the seasonal dwelling units by the City's average persons per household (2.57) per the 2022 Palm Beach County Population Allocation Model which totals to 4,327 3,424 persons.

TABLE No. 6-3 SEASONAL POPULATION 1990-2021 to 2045						
2021 <sup>1</sup>	2022 <sup>2</sup>	2025 <sup>2</sup>	2030 <sup>2</sup>	2035 <sup>2</sup>	2040 <sup>2</sup>	2045 <sup>2</sup>
3,424	3,432	3,473	3,538	3,587	3,648	3,709

TABLE 4 Seasonal Units <sup>1</sup>			
	Seasonal Units	Total Units	Vacancy Rate
Palm Beach County (PBC)	65,294 75,741	461,665 713,088	21-11%
City	1,884 1,332	41,186 17,750	26-8%



Sources: (1) 2021 American Communities Survey, US Census  
 (2) Source: 2023 Palm Beach County Population Allocation Model, PBC PZB, PBC PAO - Palm Beach County Planning, Zoning & Building Department, Planning Division. link: <https://discover.pbcgov.org/pzb/planning/Projects-Programs/Population-Demographics.aspx>.  
 Projection estimated on the percentage of seasonal units (from 2021 ACS) multiplied by the persons per household of the Allocation Model.

**V. ANALYSIS**  
**A. AVAILABILITY OF FACILITIES AND SERVICES**

4. Infrastructure System

~~Man made conditions, as well as natural conditions, affect the development potential of an area. Man can provide services and infrastructure which make a place attractive to live in. This section discusses those areas served by central water, central sewer and other services. (163.3177 F.S)~~

a) Sanitary Sewer

The City of Greenacres receives its sewer service from Palm Beach County. There is enough system capacity to serve existing and potential future development ~~of~~ per the City's Water Supply Facilities Work Plan which is consistent with South Florida Water Management District's Lower East Coast Water Supply Plan.

b) Potable Water

The City of Greenacres also receives its water service from Palm Beach County. There is enough system capacity to service existing and potential development ~~of~~ per the City's Water Supply Facilities Work Plan which is consistent with South Florida Water Management District's Lower East Coast Water Supply Plan.

e) Solid Waste

The City is serviced by a private hauler through a franchise agreement for garbage and trash pick up. All garbage and trash ~~is~~ are hauled to solid waste facilities operated by the Palm Beach County Solid Waste Authorities. This arrangement permits the City to provide existing and potential development with the safe and sanitary processing and disposal of solid waste. There is enough landfill capacity available to meet the City's needs through the year 2024 2040.

Stormwater Management

The South Florida Water Management District and Lake Worth Drainage District are responsible for operation of the primary drainage system within the City. The City lies within two separate drainage basins. The City north of Lake Worth Road is in the C-51 basin. The area south of Lake Worth Road is in the C-16 basin. The Lake Worth Drainage District has jurisdiction of canals L-6 through L-15 and E-3. The majority of the drainage canals have an east-west orientation except for the E-3 canal which has a north-south orientation and is located west of Fleming Avenue.

All existing and potential development is required by the City's subdivision code to provide comprehensive storm drainage facilities. All runoff must be directed to percolation and detention areas for on-site retention of stormwater. The present drainage system has enhanced flood control and improved drainage, ~~so that the City's designation as a flood area was rescinded by the Federal Emergency Management Agency on November 13, 1987. According to the Federal Emergency Management Agency-(FEMA) Flood Maps, several areas within the city are categorized in a special flood hazard area: Flood Zone AE. Zones categorized as such are subject to the impacts of a 100-year flood. Although the potential of floods is present, the extent and extremities of flooding within the City are low.~~





### 2. Natural Groundwater Aquifer Recharge Areas

The groundwater system underlying the City generally consists of two aquifers: (1) the Surficial or water table aquifer; (2) the upper Floridan aquifer. The water aquifer lies just below the land surface and extends throughout the county.

The Surficial aquifer system covers all of the city and is the primary source of groundwater for drinking water and irrigation.

The City intends to take several steps so that the underlying aquifer is preserved. The City has set a goal of requiring all existing and future development to eventually be served by the Palm Beach County utility system. In addition, the City adopted and abides by the principles of the Palm Beach County Wellfield Protection Ordinance which was passed by the County Commission in February 1988, and most recently amended on December 4, 2003 requirements set forth in Article 14, Chapter B of the Palm Beach County Unified Land Development Code. (163.3177 F.S)

Additional aquifer recharge details can be found in both the Conservation and Infrastructure Elements of this plan.

### 3. Traffic Circulation System

The following roads within or immediately adjacent to the City boundaries are classified as state or county roads: Summit Boulevard, Forest Hill Boulevard, Purdy Lane, Cresthaven Boulevard, Tenth Avenue North, Lake Worth Road, Melaleuca Lane, Pinehurst Drive, Sherwood Forest Boulevard, Haverhill Road, and Military Trail.

In addition to the State and County roadways, the following are City collector roadways:

- South 57th Avenue
- Swain Boulevard
- Empire Way
- Biscayne Drive

As stated in the Transportation Element, all of the roads in the City of Greenacres are operating at or above the countywide adopted level of service of "D." The transportation Element further addresses the City's transportation system and adopted levels of service for these roadways. (163.3177 F.S)

### 4. Development of Soils and Topography

The City of Greenacres lies entirely within sandy flatlands area of east-central Palm Beach County. The nature of the flatlands, as its name infers, is an area of very little change in elevation. The City's topography varies only a few feet, therefore, drainage is usually a problem where there are no natural drainage courses. For this reason, the City, as most developments within the sandy flatlands, is required to rely on an artificial canal network to provide adequate drainage to sustain development. Please refer to the Stormwater Management Sub-Element for drainage information. (163.3177 F.S)

### 5. Projected Land For Projected Population

Table 7 depicts the approximate amount of land needed to accommodate the projected population of the City. Included within the table are the various land use categories and their densities and intensities of use. The methodology is based on developmental approvals and zoning densities.

The City's land use categories range from residential, low density, medium density, high density, which have densities of one (1) to ten (10) dwelling units per ~~net~~ gross acre to commercial, office/professional,



general, with intensities of twenty (20) to thirty (30) percent building area. The remaining land use categories are public/institutional, educational, public facilities, recreation/open space and mixed use.

It should be noted that the projections do not take into account the growth of the unincorporated areas immediately adjacent to the City and the relationship between the total population and land uses. The projections cannot take these factors into account since the City does not have well defined boundaries and the demand on City services as well as the use of commercial establishments and recreational facilities and public buildings by residents of the unincorporated areas would be almost impossible to establish. As such, Table 7 only serves as a general approximation of existing land use within the current City boundary, and the assignment of future land use designations to annexed areas should be based on proper planning principles and the plan for future land use prior to annexation of any land rather than on arithmetic approximations. (163.3177 F.S)

TABLE NO. 7  
PROJECTED LAND FOR PROJECTED POPULATION

Plan Category	Land Use	Acres	Units	Density/Intensity
RS-Residential	Low-Density	13		1-5 d.u./net acre
	Med. Density			6-7 d.u./net acre
	High Density			10 d.u./net acre
CM-Commercial	Office Prof.	56		20% lot coverage
	General			25-30% lot coverage
PI-Public/Inst./Government Use		15		Land uses owned, leased or operated by government agencies such as civic and community centers, libraries, police/fire stations and public schools;
RO-Rec/Open Space		50		a. MINI-PARKS/TOT LOTS Typical development may include turf, trees, shrubs, irrigation, benches, trash receptacles, picnic tables, play apparatus, vehicular barriers, paved parking, or walkways, signage and lighting;
				b. NEIGHBORHOOD PARKS Typical facilities developed in the neighborhood park may include play apparatus, recreation buildings, multipurpose courts, sports fields, picnic areas and free play areas; and
				c. COMMUNITY PARKS Typical facilities at a community park may include ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sport fields and swimming pools. Adequate off-street parking may be needed to contain parking overflow.
MU-Mixed Use	Residential/	5.5		5 d.u./net acre
	Commercial			20-25% lot coverage

**TOTAL: 639.5 acres**

Source: Engineering, Planning and Building Department, 1997



TABLE NO. 7-5  
PROJECTED LAND FOR PROJECTED POPULATION

<u>Plan Category</u>	<u>Land Use</u>	<u>Acres</u>	<u>Unit/Parcels</u>	<u>Density/Intensity</u>	<u>Potential Units</u>
Residential		18.07	48		
	RS-LD	7.17	20	5 du/acre	35
	RS-MD	0.25	2	6 du/acre	1
	RS-MD 2	10.64	26	7 du/acre	74
Mixed Development		8.11			
	Commercial	0.57	2	10 du/acre	5
	Office	3.69	3	10 du/acre	36
	Original Section	3.56	8	10 du/acre	35
	Residential	0.29	1	10 du/acre	2
Commercial		22.17			
	General	13.64	11	10 du/acre	136
	Intensive	7.52	4	10 du/acre	75
	Neighborhood	1.01	1	10 du/acre	10
Totals		48.37	78		409

Source: Palm Beach County Property Appraiser's Database and City's Future Land Use GIS Layer.

Based on the analysis above and dependent on existing land use designations, if all of the vacant land was used to develop additional mixed-use and/or high-density units, current vacancies would result in an additional 409 additional residential units. This number is approximately 76% of the approximately 540 units needed by 2030 and 52% of the units needed by 2035. Based on these projections and with current developments in process, the City will have sufficient units to accommodate the population within the 10-year planning horizon.

The City will look to allow for additional density within the City to accommodate future population projections and allow for redevelopment within the City. As the City does not have large tracts of vacant property, redevelopment will be the main source of additional units. As these units will be located within activity centers and along major arterials and collector roadways, the City will continue to explore increasing density within these areas to allow for additional units and density.

6. Redevelopment Needs

Although the City has had over 300 percent growth since 1980, there are several areas of the City in need of redevelopment. The City has several areas that are targeted for redevelopment: the Original Section of Greenacres the Palm Beach Villas Plat 1 neighborhood and the Lake Worth Hills and Palm Beach Villas II neighborhoods.

Current efforts for these areas in question include stronger and enhanced code enforcement efforts and public improvements scheduled through the Capital Improvements Element. The Housing Maintenance Program has been established, and the City is implementing policies and seeking funding to improve these areas and maintain their vitality.

Based on the population projections, Future growth along the City's major corridors will provide redevelopment and economic development opportunities while keeping the existing single-family neighborhoods intact.

The City is projected to grow by 3% by 2030 and 4.5% by 2035. Approximately 48.4 acres (1%) of the total acreage of land is designated as vacant or undeveloped which cannot support the number of units needed



## 2. FUTURE LAND USE

to house the future population. The City will need to look for areas of redevelopment, particularly in the mixed-use and commercially zoned areas within the City to accommodate growth.

The current development patterns follow a grid with large commercial properties long arterial roadways. Lake Worth Road and Jog Road have a number of commercial properties with sufficient depth to allow for redevelopment to occur. These areas could be developed as mixed-use developments or stand along residential properties to allow for additional population. In addition, there are existing commercial nodes within the City, which include Forest Hill Boulevard/Jog Road, 10<sup>th</sup> Avenue N/Jog Road, and Lake Worth Road/Jog Road could be areas where mixed use could be developed with good transit connections and opportunities to connect City residents with other parts of Palm Beach County.

The City also has mixed use areas, specifically along Swain Boulevard, 10<sup>th</sup> Avenue N, and Jog Road. These areas are can already support additional mixed-use development. (163.3177 F.S)

~~The renewal of these areas will only occur due to a variety of efforts. Additionally, the removal of incompatible uses must take place through strong enforcement of zoning and other land regulatory codes.~~

### 7.——Flood Hazard Areas for Redevelopment/Development Area

~~The City's designation as a special flood area (A or V zone) was rescinded on November 13, 1987 by the Federal Emergency Management Agency. Section 9J 5.006(2)(e) does not apply to Greenacres. The City of Greenacres lies in a C and X flood zones, which are generally flood free zones according to the Federal Emergency Management Agency. According to the Greenacres Building Division, several areas within the city are categorized in a special flood hazard area: Flood Zone AE. Zones categorized as such are subject to the impacts of the 100-year flood. Although the potential of floods is present, the extent and extremities of flooding are low. (163.3177 F.S)~~

#### ~~VI.~~ PLAN FOR FUTURE LAND USE

#### ~~A.~~ FUTURE LAND USE APPROACH

The Future Land Use Plan will set forth the planning approach for residential, commercial, public/institutional, mixed use, recreational and open space, and vacant land usage. The major components of the City's planning approach are (1) ~~the containment~~ encouraged use of commercial land use to ~~spheres of activity (activity centers) and infill areas along established major corridors without encouraging the extension of~~ and reduce strip commercial in these areas to develop quality commercial developments and mixed-use developments; (2) the promotion and orientation of higher density residential ~~in the spheres of activity centers and~~ along major corridors to achieve logical land use from an economic standpoint; (3) encouraging the provision of single-family housing by working cooperatively with private sector; (4) accommodating the need for city facilities by reinforcing the provision and expansion of such uses to meet future population demand along the City Facilities Services Link System (5) the conservation, expansion and preservation of open space; and (6) the prudent utilization of vacant land, especially in regard to the provision of public facilities and recreational needs.

The City, in an effort to more fully accomplish these major components, will conduct a number of implementation measures based upon future studies and programs including ~~urban service areas/longer term limit line, point systems,~~ fiscal impact analysis (See Capital Improvements Element); Annexation Feasibility Studies (See Annexation Element); new development and redevelopment (See Economic Development Element) and land use ratio studies, vacant land inventories, and land use changes ~~existing classification systems (described in greater detail later in this Element).~~

The programmed items above as well as many other actions within other Elements of this Plan are intended



to implement or assist in implementing the Goals, Objectives, and Policies of this Plan.

4. ~~Spheres of Activity Centers~~ - are nodal areas that act as hubs or activity centers. These areas are based primarily on the intersection of major roadways in concert with the Traffic Circulation Transportation Element.

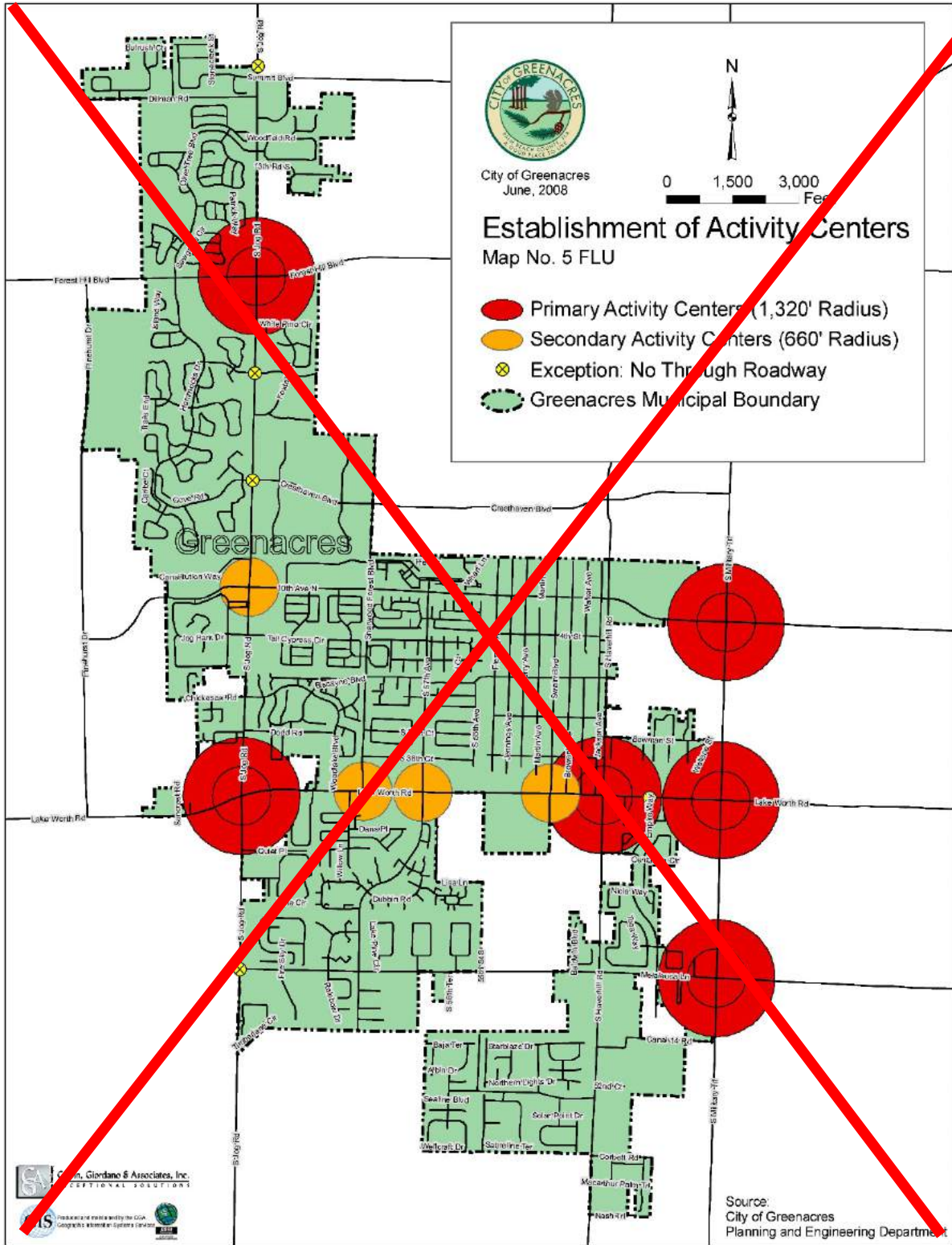
Primary ~~spheres of activity centers~~ are those nodal areas whereby two urban principal arterials intersect with each other, an urban principal arterial intersects with an urban minor arterial or county collector, or two urban minor arterials intersect. These spheres are the most intensive areas of the City, serve geographic trade areas that extend beyond city limits, and may encompass a wide range of commercial activities, as well as higher density mixed-use and residential development. ~~(See No. 2 below)~~ The geographic area of this primary sphere generally comprises 125 acres with each quadrant extending a linear distance of one thousand three hundred twenty (1,320) feet (one quarter mile). Maximum commercial acreage within the primary ~~spheres of activity centers~~ may range from sixty (60) to ninety (90) acres. ~~(See Map No. 5 and 6)~~ (See Activity Centers Map FLU.7 and Primary Activity Centers figures below)

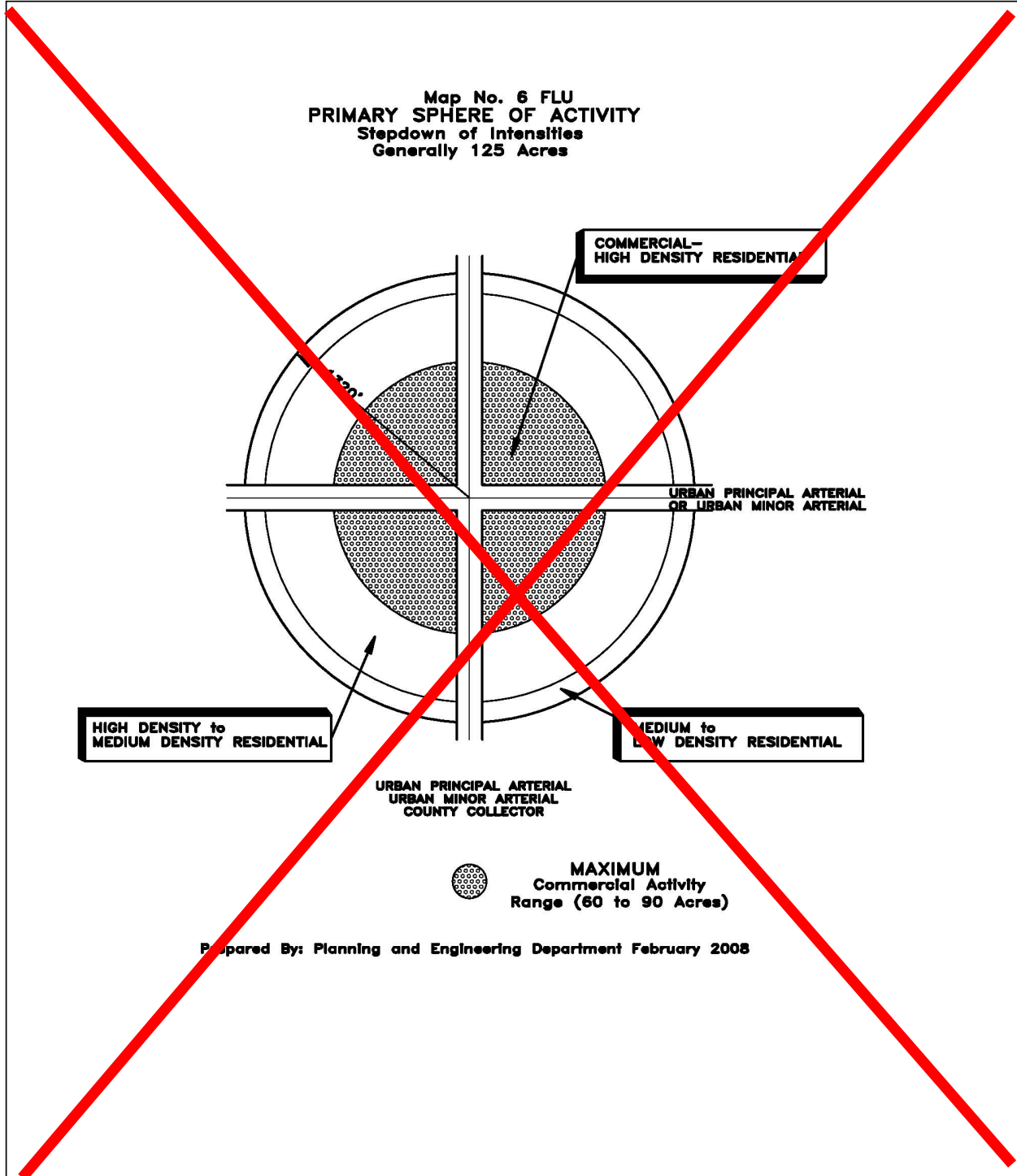
Secondary ~~spheres of activity centers~~ are those nodal areas whereby an urban principal arterial intersects with a city collector, or an urban minor arterial intersects with a county collector. These secondary spheres serve a group of neighborhoods and generally provide ~~goals goods~~ and services for a consumer market that may range from one (1) to three (3) mile radius. The geographic area of the secondary spheres generally comprises thirty (30) acres with each quadrant extending a linear distance of six hundred sixty (660) feet (one eighth of a mile). Maximum commercial acreage within the secondary ~~spheres of activity centers~~ may range from fifteen (15) to twenty (20) acres. ~~(See Map No. 5 and 7)~~ (See Activity Center Map FLU.7 and Secondary Activity Centers figure below)

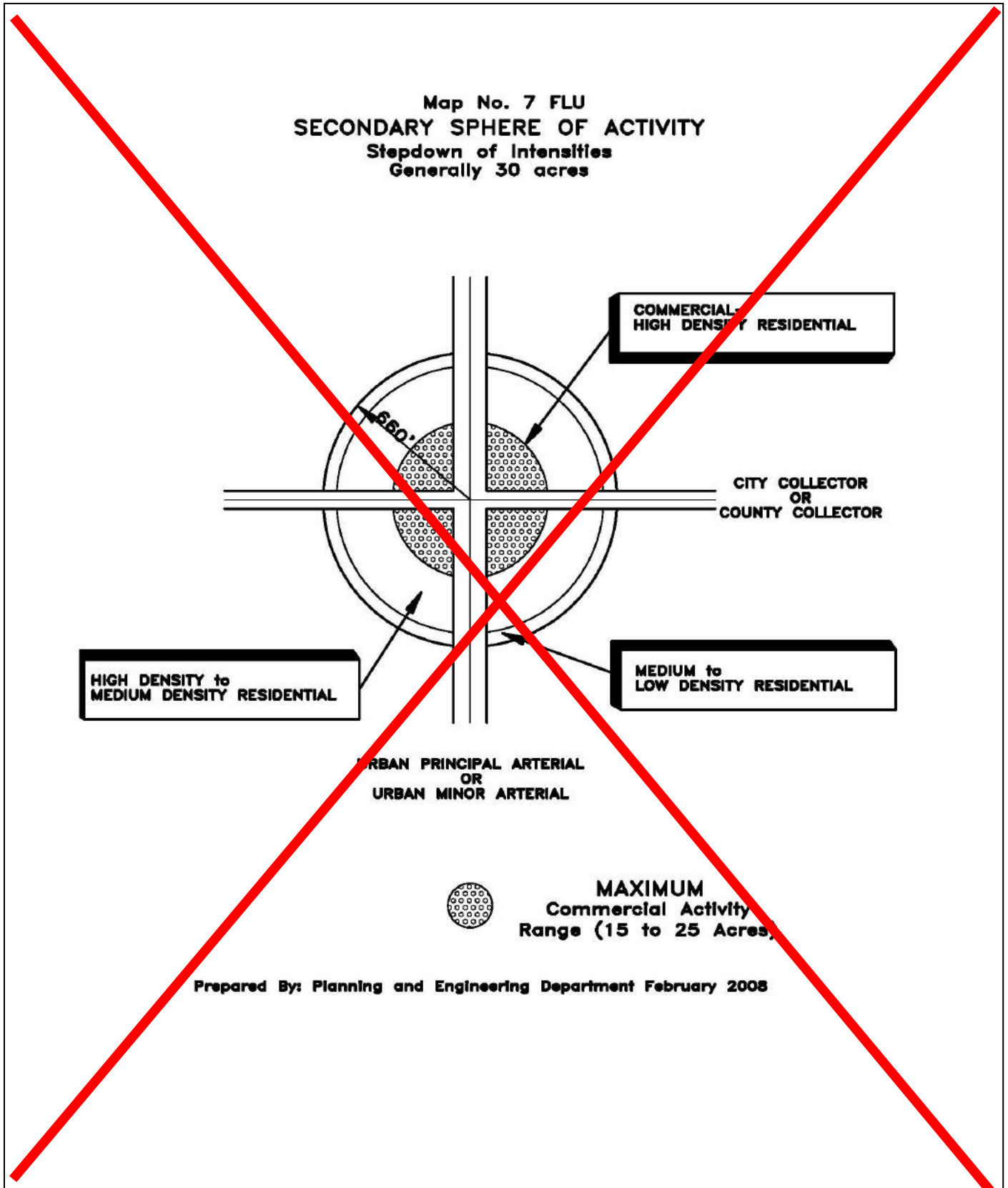
The City's planning approach calls for the containment of future commercial, mixed-use and higher density residential uses within the ~~spheres of activity centers~~. However, existing land use patterns along portions of Lake Worth Road, Jog Road and 10th Avenue North may necessitate the commercial or mixed-use infill of certain parcels along these roadways. In any event, strip commercial development will be discouraged in these areas by proper site planning and enhanced design.

Additionally, the intersection of two roadways that aid in designating ~~spheres of activity centers~~ does not automatically constitute a primary or secondary sphere of activity. For example, if one of the roadways terminates (such as Summit Boulevard and Jog Road) that intersection would not qualify as an activity sphere at that time. Similarly, an intersection that turns into a private roadway or a development also does not qualify as an activity sphere (e.g. Cresthaven Boulevard and Jog Road and Melaleuca Lane and Jog Road.) Other factors include land use associations in close proximity to the node and timing of development. ~~(See Map No. FLU.7)~~

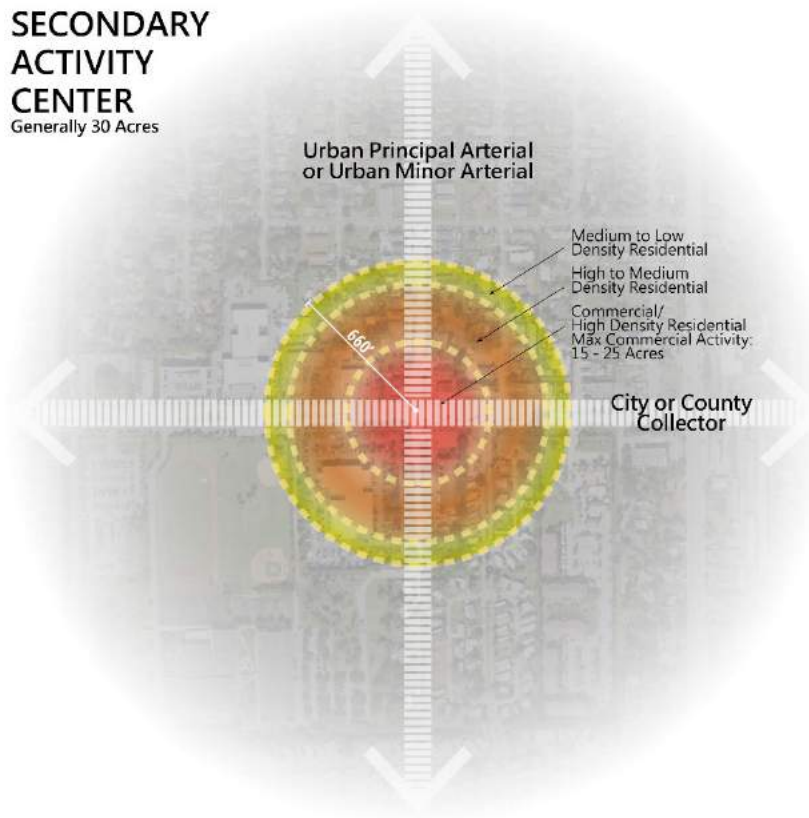
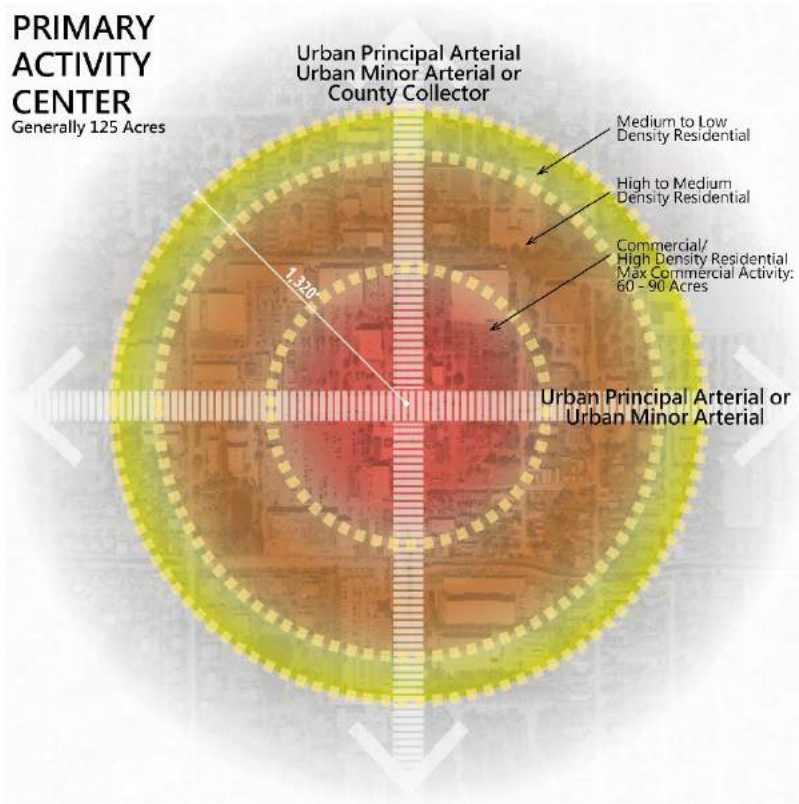
In addition, Lake Worth Road should be developed into an activity corridor allowing for intensity of uses (commercial, mixed-use and residential) along this major roadway. Palm Trans Route 62 runs along Lake Worth Road with connections to the Tri-Rail station well as other north/south routes on US1, Congress Avenue, Military Trail, Haverhill Road, Jog Road and US 441. This interconnection would connect the primary and secondary activity centers along this roadway and allow future residents to commute throughout the South Florida Region. The existing development pattern of larger depth of commercial parcels makes the redevelopment of this area feasible for redevelopment in the future.













## 2. FUTURE LAND USE

### 2. ~~\_\_\_\_\_~~ Mixed-Use and High Density Residential In Spheres of Activity Centers and Major Roadway Corridors

Based upon historical market factors and highest and best use considerations, the City of Greenacres and other governmental units faced tremendous pressure from landowners to designate such lands as commercial. Future demand will look to transition some commercial areas to mixed-use or high density residential. In the City, such pressure naturally will occur at nodal intersections and on Jog Road, Lake Worth Road and Forest Hill Boulevard. In an effort to ~~combat commercial development pressures~~ ensure consistency with future development and existing single-family neighborhoods, the City will practice a planning approach that reinforces a "stepdown of intensity" from the ~~spheres of activity centers~~ spheres of activity centers. Under this application higher density residential is recommended for twenty-five (25) to fifty (50) percent of activity spheres and along the major roadway corridors. This intensity stepdown is characterized by multi-story commercial, mixed-use and high-density residential activity at the "heart" of the activity sphere the (intersection) and extending outwards to higher-medium density residential. At the fringe of the activity sphere would exist lower density residential and other compatible uses. High density residential would also infill along the major roadway corridors, except along Lake Worth Road where residential uses should be ~~discouraged due to compatibility issues unless~~ part of a mixed-use project.

Other studies referenced will further define and refine the actual shape of such activity spheres. Also, in conjunction with the development of point systems, a developer may submit area land use plans for activity spheres prior to submission of development opportunities.

~~Such combined~~ Where possible, the City should look to public/private efforts at land use planning will be conducive partnerships to achieving mutual goals from the public interest and the private concern. It is anticipated that better planned sectors will occur.

### 3. ~~Provision Of Single-family~~ Additional Housing - Tantamount to several of the concepts outlined in No. 2 above Based on the need for housing in the planning period, the City will need to work cooperatively with the private sector in supplying single-family detached attainable housing within activity centers and within mixed-use developments along lake Worth Road.

~~The City housing stock is comprised of approximately 61.6% multi-family development. In order to encourage the development of single-family units, the City will investigate ways to establish policies to foster such development.~~

### 4. ~~\_\_\_\_\_~~ City Facilities Service Link System - This approach calls for the City to accommodate the need for additional city facilities by the reinforcement and enhancement of four (4) major areas that are located at the Jog Road/10th Avenue North intersection to the Swain Boulevard/Second Street intersection. The maintenance and expansion of these four points provide a linkage system for City facilities. These four (4) major areas include:

Linkage Point 1 - Public Safety Complex/Community Park at Jog Road and the Tenth Avenue North intersections.

Linkage Point 2 - The former City Hall and Burrowing Owl Park.

Linkage Point 3 - Ira Van Bullock Park, 500 Perry Avenue, Community Hall, the Community Center and 525 Swain Boulevard. This entire area will be the main focus of a leisure service campus atmosphere.

~~The old Public Works building was demolished in January 2008 and the park expanded. Construction of the new Community Center at the northwest corner of Swain Blvd. and Fourth Ave. was completed in 2000.~~

Linkage Point 4 – Former Public Works Trade Shop. The former Trade Shop at 301 Swain Boulevard should be explored as a location for additional City services.



The City Facilities Service links should be strengthened to provide a strong City identity and continuity in the provision of City services/ facilities.

5. Conservation, and Preservation, and Expansion of Open Space

Within the built-up environment, the conservation and preservation of open space serves a multitude of functions. Firstly, open space provides pervious surfaces which aid in reducing stormwater runoff and in replenishing the surficial aquifer. Secondly, open space is critical to the City of Greenacres in providing passive recreation possibilities. Thirdly, the conservation and preservation of open space may aid in protecting native habitats that have not been substantially altered or removed. Finally open space may buffer incompatible uses, enhance the visual beauty of various areas, serve as a land bank for future development and provide additional light and air.

Recognizing the importance of open space, the City will make every effort to promote the conservation and preservation of open space. The City will implement this component by encouraging the development of planned unit developments and cluster housing which provide areas of open space by clustering or grouping units into smaller areas.

As redevelopment occurs and additional housing is approved, the City should look to obtain additional open space to meet the level of service demand of open space for future residents. This increase of open space could be accomplished through the City obtaining additional land or through further dedications of open space with future developments through a public/private partnership.

6. ~~\_\_\_\_\_~~ Vacant Land Utilization

The City, within its current boundaries, has a limited amount of vacant land (minus those areas approved for development but not actually developed). The City will need to scrutinize the development of these lands intently. ~~"Land increases in value as its intrinsic characteristics—slope, soil and subsoil conditions, shape—and as its extrinsic relationships—accessibility, environment regulatory requirements—are able to satisfy economic and social demands.— The amount of vacant land cannot accommodate the future population increases identified within the population projections. As the pressures for land utilization grow, the extrinsic relationships outweigh the intrinsic characteristics of land. Land values are due more to external factors than they are to activities of the owner of the land."~~

Additionally, the City will need to review its own limited supply of publicly owned vacant land in order to develop necessary public facilities and recreational lands to serve its population at the City's adopted level of service. (163.3177 F.S)

**B. FUTURE ANNEXATION AREA (FAA)**

The City's Annexation Plan as outlined in the Annexation Element encompasses all unincorporated areas south of Southern Blvd., north of Lantana Road, east of the Turnpike and west of Military Trail, exclusive of those areas already annexed by Wellington and Royal Palm Beach. This area would add approximately ~~25.85~~ 13.83 square miles of land to the existing inventory.

In 1989, at the time of preparation of the Comprehensive Plan, the local governments in Palm Beach County along with the Countywide Planning Council, outlined and described their future annexation areas.

The City of Greenacres ~~also included~~ adopted an optional Annexation Element, which specifically identified the City's Future Annexation Areas and contained objectives and policies related to future annexation.

In order to adequately manage future growth and to ensure that compatibility in land use will be maintained in the future among lands in the City of Greenacres, other adjacent municipalities and unincorporated Palm



## 2. FUTURE LAND USE

Beach County, the City of Greenacres has assigned City future land use classifications to properties in the future annexation area. These assignments only serve as a guide in reviewing land use requests and development in these areas until the time of annexation. These designations are advisory only.

The Future Annexation Area is bordered on four sides by Urban Principal Arterials: south of Southern Blvd., west of Military Trail, north of Lantana Road and State Road 7 east of Florida's Turnpike, with Southern Blvd. and State Road 7 as a major thoroughfares thoroughfare. Intersecting with these major roadways are Urban Minor Arterial, County Collectors and City Collectors.

Based on this fact, the City utilized land use concepts currently being used in the Future Land Use Element in assigning future land use designations. (163.3177 F.S)

The City has identified potential future Activity Centers that align with our criteria for an activity center, as illustrated in the Activity Center figure. The City recognizes the likelihood of future Activity Centers that meet the established criteria for such centers.

Examples of potential Primary Activity Centers within the FAA have been identified at the following locations:

~~Primary Activity Centers (beyond those shown on No.5) were identified at:~~

- ~~• State Road 7 and Southern Blvd.~~
- ~~• State Road 7 and Forest Hill Blvd.~~
- ~~• State Road 7 and Lake Worth Road~~
- ~~• State Road 7 and Lantana Road~~
- ~~• Lyons Road and Southern Blvd. (North side only)~~
- ~~• Lyons Road and Lake Worth Road~~
- ~~• Turnpike and Southern Blvd. (North side only)~~
- Turnpike and Lake Worth Road
- ~~• Jog Road and Southern Blvd. (North side only)~~
- Jog Road and Lantana Road
- ~~• Haverhill Road and Southern Blvd. (North side only)~~
- Haverhill Road and Forest Hill Blvd.
- Military Trail and Southern Blvd.
- Military Trail and Gun Club Road
- Military Trail and Summit Blvd.
- Military Trail and Forest Hill Blvd.
- Military Trail and Purdy Lane
- Military Trail and Lantana Road

Secondary Activity Centers are:

- None

~~These activity centers allow for commercial use at the intersections.~~

~~Stepping back from the major arterials located in the City's Future Annexation Area and the current city limits are the Residential HD, then Residential MD and the Residential LD. Other City future land use categories were also incorporated in the Future Annexation Areas to meet the needs of the City residents.~~

~~In assigning future land use designations in the City's future annexation areas, approved developments in unincorporated Palm Beach County at a certain density were taken into account, as well as developed commercial property.~~

~~Assigning future land use designation to properties in the City's future annexation area will serve as a~~



guiding tool in the planning and development of these areas.

The Annexation Element provides a detailed analysis of areas the City may annex in the future.

**TABLE 8**  
**Future Land Use Classification of the Ultimate Future Annexation Area**

Ultimate Annexation Area Future Land Use	Parcel Count	Acreage
CM	430	870.44
MU	65	72.38
PI	27	364.66
RO	47	2,002.33
RS-HD	1,922	1,295.38
RS-LD	13,850	8,271.53
RS-MD	4,109	1,396.70
Total (see note)		14,273.43

Note: Parcels only. Does not include right of way for roads and canals.  
Based on Map No. 9, Advisory Future Land Use Map.

Based on Palm Beach County's projections, the expected population in the year 2005 of the areas included in the City's Future Annexation Areas 101,133.



~~VIII. SUPPORTING STUDIES~~

~~A. RECOMMENDED IMPLEMENTATION STUDIES~~

~~Since the adoption of this Plan several supporting studies were undertaken to refine and implement the broad concepts outlined within this Plan Element. There are still other studies to be completed. The following studies which have assisted or will assist in implementing the land use component of this Plan are described below.~~

~~1. Neighborhood Planning Areas~~

~~A neighborhood can be defined as a "geographic area whose boundaries are determined for the purposes of preparing a plan for the people who live, work, or have an interest in the area."~~

~~The Neighborhood Planning Area approach can be used to inventory areas on a "micro" scale and refine land use planning for designated areas or a specific sector such as an activity sphere. Furthering the neighborhood planning area approach provides this micro analysis for planning and in essence the opportunity to create area strategies for land use implementation.~~

~~2. The Land Use Ratio Study~~

~~The implementation effort will seek to research and determine two seemingly simple and related land use questions. How much land do we need for residential, commercial, roadways etc. and how do we project these figures for future land use needs? Empirical evidence indicates that land use ratios vary per city with a number of factors accounting for the variance. This study to be conducted by the City in 1991 will be based upon existing and future land use patterns which synthesizes the amounts of land area needed to accommodate land use.~~

~~3. Vacant Land Inventory~~

~~This will be a yearly report that maintains a current listing of site specific vacant land parcels and an accompanying set of land use recommendations for each parcel based upon the future land use plan.~~

~~4. Land Use Coding Classification System~~

~~This analysis will develop a manual for coding land use based upon characteristics inherent in the City's overall land use patterns. Said manual derived from the Standard Industrial Classification Manual would be~~



utilized to code all land uses in the City for database management. The work efforts above in concert with other programmed actions throughout this Plan will serve to enhance planning endeavors and ensure a continuing process that will provide proper growth management for the City.

**IX. NOTES**

1. The City of Greenacres "Zoning Ordinance Chapter 32", Article II, Section 32-3, Definitions - Number (58A).
2. Chapter 163 of Florida Statutes
3. Arnold Whiltich, Editor in Chief. Encyclopedia of Urban Planning (1st edition; New York: McGraw Hill, 1974), pg.644.
4. Joel T. Werth and David Bryant, A Guide to Neighborhood Planning, Report 342 Planning Advisory Service. (Chicago: American Planning Association, 1979), p.1.
5. Gregory Longhini and Michael Sutton, Land Use Ratios, PAS Memo (Chicago: American Planning Association: May 1983) p.1.
6. Palm Beach County Future Land Use Element
7. Town of Lantana, Future Land Use Element

**REVISION HISTORY**

March 16, 1998	Ord. 97-09
July 19, 1999	Ord. 99-09
December 6, 1999	Ord. 99-16
May 6, 2002	Ord. 2001-21
January 6, 2003	Ord. 2002-19
September 15, 2008	Ord. 2008-03
January 23, 2017	Ord. 2016-27
January xx, 2024	Ord. 2023-13



## DATA AND ANALYSIS

### INTRODUCTION AND PURPOSE

The transportation system now in place within the City of Greenacres - bus, street, highway, and pedestrian routes has evolved in concert with the growth of the City and the transportation technologies of the time. Transportation systems are one of several public investments responsible for the nature and character of development within the City. The other public facilities and infrastructure provide definition to the City's development pattern, but none are as influential as the transportation system.

Growth of the area was originally stimulated by the construction of Military Trail and Lake Worth Road. The enlargement of the City beyond the immediate area of the original Town of Greenacres was primarily facilitated by the growth of the auto as a means of transportation and the construction of highways and major streets to serve it. Finally, the major growth period of the City was advanced in part by the construction and improvements to Military Trail, Lake Worth Road, Jog Road, Forest Hill Boulevard, and other access routes such as the Florida Turnpike.

The City, located primarily between the residential developments in Western Palm Beach County and employment areas to the east in West Palm Beach, has experienced considerable growth in vehicular traffic on the arterial networks due in large part to development outside of Greenacres. Growth the west of Greenacres – primarily new residential, retail, office development in the Wellington area generates and attracts traffic from the denser areas to the east, which have been adding residential density as well. Traffic continues to travel through the city on the north-south arterials – primarily Jog Road, Haverhill Road, and Military Trail.

This element outlines the transportation mobility in relationship to existing and future networks and states the various city goals, objectives, and policies.

#### A. PURPOSE OF ELEMENT

The purpose of the Transportation Element is to plan for the future mobility of all users on the existing and planned transportation network throughout the City of Greenacres.

The primary responsibility for providing mobility is shared by state, county, and municipal governments. The inventory of the existing network serves as a database from which goals, objectives and policies are outlined for the existing transportation network. A projection of future vehicular traffic conditions is included along with recommended improvements to mitigate the adverse impacts on the roadway network. The overall mobility of users – including transit, pedestrians, and bicyclists, is addressed in concert with the roadway network analysis.

#### II. DEFINITIONS OF RELEVANT TERMS

The following definitions, which are in concert with Rule 9J-5, describe the transportation terms referenced throughout this element.

A.URBAN PRINCIPAL ARTERIAL ROAD - is defined as routes which are relatively continuous and of relatively high traffic volume, long trip length, and high operating speed.

B.URBAN MINOR ARTERIAL ROAD - is defined as routes which generally interconnect with and augment urban principal arterial routes and provide services to trips of shorter length and a lower level of travel mobility. Such routes include all arterials not classified as "principal" and contain facilities that place more emphasis on land access than the higher system.





C. COUNTY AND CITY COLLECTOR STREET - is defined as routes which provide both land access and traffic circulation between local roads and low arterial roads. A collector provides service that is relatively moderate in volume, of moderate trip length, and moderate speed.

D. LOCAL STREET - is defined as routes which primarily permit direct access to abutting property and connections to a higher order roadway. A local street provides service that is relatively low in volume and short average trip length or minimal through traffic movement.

E. BICYCLE AND PEDESTRIAN WAYS - is defined as any road, path or way which is open to bicycle travel and foot traffic and from which motor vehicles are excluded.

F. LEVEL OF SERVICE - is defined in the Capital Improvements Element, Definitions of Relevant Terms Section.

G. MASS TRANSIT - is defined as passenger services provided by public, private or non-profit entities such as the following surface transit modes: commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, and local fixed route bus.

H. ROADWAY FUNCTIONAL CLASSIFICATION - is defined as the assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principal or minor levels. Those levels may be further grouped into urban, county or city categories.

**III. INVENTORY - EXISTING TRAFFIC CIRCULATION DATA**

The City has conducted an inventory of the existing roadway networks to determine the functional classification of each roadway, number of through-lanes, service level capacities and daily traffic service level volumes. All inventories are provided below.

**ROADWAY INVENTORY**

Functional Classification

The functional classification for roadways within the City of Greenacres are shown in Table 1.

Those roadways identified as City Collectors are being maintained by the City and those identified as County Collectors are maintained by the County. Lake Worth Road, Military Trail and Forest Hill Boulevard are State roadways, classified as arterials and are maintained by the Florida Department of Transportation (FDOT). Jog Road, 10<sup>th</sup> Avenue North, Haverhill Road and Melaleuca Lane are arterials maintained by the County. This classification is based upon the Federal Functional Classification System.

As shown in Table 1, the City's road and street network is made up of the following components:

URBAN PRINCIPAL ARTERIAL - these roads include Lake Worth Road, Military Trail, Forest Hill Boulevard and Jog Road. They retain a type of sub-regional road, acting as the major link between adjacent communities. As such, they carry a very heavy volume of traffic and abut continuing land use activities which draw from several communities.

URBAN MINOR ARTERIAL - these roads include Tenth Avenue North, Melaleuca Lane and Haverhill Road. They act as the major access streets through the community and serve to link the major destinations of the community such as its shopping centers and other places of employment.



COUNTY AND CITY COLLECTOR - these streets are as follows: Summit Boulevard, Sherwood Forest Boulevard, Cresthaven Boulevard, Purdy Lane, Pinehurst Drive South 57th Avenue, Swain Boulevard, Empire Way, and Biscayne Drive. These streets enter the residential neighborhoods of the City, collect the traffic from local streets and channel it into the arterial system. The system primarily provides a land access service and carries local traffic movements within residential neighborhoods and commercial areas.

**TABLE 1**  
**FUNCTIONAL CLASSIFICATION - EXISTING NETWORK**

Roadway	From	To
<b>Urban Principal Arterials</b>		
Lake Worth Road	Military Trail	West City Limits
Military Trail	South City Limits	North City Limits
Jog Road	Summit Boulevard	LWDD L-14 Canal
ForestHill Boulevard	East City Limits	Pinehurst Drive
<b>Urban Minor Arterial</b>		
Tenth Avenue North	Jog Road	East City Limits
Melaleuca Lane	Jog Road	Military Trail
Haverhill Road	LWDD L-10 Canal	Nash Trail
<b>County Collectors</b>		
Tenth Avenue North	Pinehurst Drive	Jog Road
Summit Boulevard	East City Limits	Jog Road
Sherwood Forest Boulevard	Forest Hill Boulevard	Lake Worth Road
Cresthaven Boulevard	Sherwood Forest Boulevard	Jog Road
Purdy Lane	East City Limits	Jog Road
Pinehurst Drive	North City Limits	South City Limits



**City Collectors**

South 57th Avenue	Tenth Avenue North	Melaleuca Lane
Swain Boulevard	Tenth Avenue North	Lake Worth Road
Empire Way	Lake Worth Road	Melaleuca Lane
Biscayne Drive	Haverhill Road	Jog Road (via Woodlake Boulevard)

Source: Palm Beach County Federal Function Classification

Lane Geometry

The existing roadway network classified by the number of lanes for each road is provided on Map 2.

Sidewalks

As part of the City’s Subdivision Regulations, developers are required to provide sidewalks on both sides of the roadways within a residential subdivision. Therefore, the majority of residential development contains sidewalks. All the roadways identified as collectors and arterials have sidewalks/bicycle paths on at least one side and, in most every case, on both sides.

Service Level Capacities

Level of service (LOS) is a quantitative stratification of quality of service established in the Highway Capacity Manual, published by Transportation Research Board. For roadways, LOS is based on the presumption that high speed and low congestion levels are preferable to slower speed and congested conditions. The LOS quality of service is divided into six letter grades, A through F, with A being the “best” – representing low volume and high-speed conditions, and F being the “worst” – representing congested or gridlocked conditions. Often, better vehicular levels of service translate into worse levels of service for pedestrians and bicycles. Table 2 provides an example of the LOS for roadways based on the speed limit of the roadway.

**Table 2 Roadway Level of Service Thresholds**

Speed Limit	Average Travel Speed for 0.5 to 2 miles			
	LOS C	LOS D	LOS E	LOS F
<b>40 MPH or Higher</b>	>23 MPH	>18 MPH	>15 MPH	≤15 MPH
<b>35 MPH or Slower</b>	>17 MPH	>13 MPH	>10 MPH	≤10 MPH

Source: FDOT 2013 Q/LOS Handbook

Since it can be costly to measure average travel speeds, traffic volumes are often used as a surrogate for the average travel speeds, based on models that FDOT has developed to correlate traffic volumes with the projected travel speeds. Palm Beach County, as a Charter County, maintains concurrency on all County-maintained and regional roadways. The LOS volume thresholds are defined in the County’s Unified Land Development Code (ULDC) and are slightly different than the volumes defined by FDOT. As part of this update to the Mobility Element, the City intends to adopt and seek to maintain a LOS standard of “E” for all City-maintained roadways. Adopting LOS E for City streets will help ensure that local



### 3. TRANSPORTATION

streets are not required to be widened to accommodate vehicles at the expense of other mobility modes such as bicycling and walking and negatively impacting the character of the surrounding areas. Table 3 summarizes the generalized peak hour directional volumes for levels of service for signalized County roadways, based on the speed limit in miles per hour (mph) of the facility. The level of service for City roadways is based on the FDOT QLOS manual. Roadways unable to operate at the adopted LOS due to environmental constraints or are not financially feasible will be identified as constrained or backlogged roadways.

**Table 3 Generalized Peak Hour Directional Volumes for Roadways (Palm Beach County)**

Facility Type		AADT	Peak Hour Two Way	Peak Hour, Peak Direction		
				Class I	Class II	Uninterrupted Flow
2 lanes undivided	2L	15,200	1,480	880	810	1,140
2 lanes one-way	2LO	19,900		2,350	2,120	
3 lanes two-way	3L	15,200	1,480	880	810	
3 lanes one-way	3LO	30,200		3,530	3,220	
4 lanes undivided	4L	31,500	3,060	1,860	1,680	3,150
4 lanes divided	4LD	33,200	3,220	1,960	1,770	3,320
5 lanes two-way	5L	33,200	3,220	1,960	1,770	
6 lanes divided	6LD	50,300	4,880	2,940	2,680	4,980
8 lanes divided	8LD	67,300	6,530	3,940	3,590	
4 lanes expressway	4LX	73,600	6,770	3,720		
6 lanes expressway	6LX	110,300	10,150	5,580		
8 lanes expressway	8LX	146,500	13,480	7,420		
10 lanes expressway	10LX	184,000	16,930	9,320		

**Table 3 Generalized Peak Hour Directional Volumes for Roadways (Greenacres)**

Facility Type		AADT	Peak Hour Two Way	Peak Hour, Peak Direction		
				Class I	Class II	Uninterrupted Flow
2 lanes undivided	2L	16,200	1,570	880	860	1,440
2 lanes one-way	2LO	21,100		2,350	2,240	
3 lanes two-way	3L	16,200	1,570	880	860	
3 lanes one-way	3LO	31,900		3,530	3,400	
4 lanes undivided	4L	33,300	3,230	1,860	1,780	3,570



### 3. TRANSPORTATION

<b>4 lanes divided</b>	4LD	35,100	3,400	1,960	1,870	3,760
<b>5 lanes two-way</b>	5L	35,100	3,400	1,960	1,870	
<b>6 lanes divided</b>	6LD	53,100	5,150	2,940	2,830	5,650

Palm Beach County designates LOS on County-maintained roadways within the City limits. Palm Beach County maintains Level of Service “D” on all roadways. It should be noted that the Palm Beach County Comprehensive Plan Transportation Element allows for exceptions to the Level of Service thresholds through the Constrained Lower Level of Service (CRALLS) designation. No roadways within the City are currently designated as general use CRALLS roadways.

FDOT maintains LOS standards of D in urbanized areas and C outside urbanized areas. Currently, all portions of Greenacres are urbanized (FDOT LOS Standard D).

The existing levels of service for roadways within the City of Greenacres are identified in Table 5.

#### Alternative Modes of Transportation

Increasing demand on roadways has placed severe strain on transportation infrastructure in many cities. Urban traffic congestion is one of the major issues that many communities in the United States face daily. To deal with the increasing demand on the transportation system, most cities are moving toward implementing an interconnected multimodal transportation network where the trips on the roadway network are distributed among the different transportation modes.

One of the objectives of the City has been to develop a multimodal transportation system that serves all users. In Greenacres, these modes include walking, bicycling, transit, and automobile. Transit opportunities include scheduled bus transit (PalmTran).

**Table 4 Journey to Work Data – Greenacres and Surrounding Jurisdictions**

<b>Modal Split</b>	<b>Greenacres</b>	<b>Palm Beach County</b>	<b>Wellington</b>	<b>Florida</b>
Drove Alone	79.7%	78.8%	87.6%	79.0%
Carpool	13.1%	9.9%	9.7%	8.5%
Public Transportation	1.4%	1.0%	0.2%	1.0%
Walk	0.7%	1.0%	1.1%	1.3%
Other Means	2.2%	2.0%	1.6%	1.7%
Worked from Home	2.5%	16.8%	9.1%	16.6%

It is notable that the percentage of Greenacres residents who carpool and utilize public transportation is higher than the surrounding area. It is also notable that the percentage of residents who work from home is significantly lower than surrounding areas. These statistics confirm that residents need a robust transportation system with alternatives to single-occupant vehicles; hence the need to accommodate multimodal users is also higher in the City.

The City of Greenacres does not have other modes of transportation within the City limits, including airports, heliports, navigation ports, railroad lines, high-speed rail lines, or intermodal terminals.

Vehicular transportation is the primary mode of transportation; however, this includes fixed-route bus and paratransit services as provided by PalmTran, the transit service company serving Palm Beach County. The River Bridge Centre Timed Transfer Location serves as a connection point for four PalmTran bus routes (46, 60, 61, 63).

Nine PalmTran routes (3, 4, 46, 60, 61, 62, 63, 64, and 71) currently serve the City of Greenacres. They



are as follows:

- 1.) Route 3 – Palm Beach Gardens to Boca Raton via Military Trail (Daily – up to 30-minute headway)
- 2.) Route 4 – West Palm Beach to VA Medical Center via Haverhill Road (Daily – hourly headway)
- 3.) Route 46 – West Palm Beach to Wellington via Forest Hill Boulevard (Daily – up to 30-minute headway)
- 4.) Route 60 – West Palm Beach to River Bridge Centre via Parker Avenue, Summit Boulevard, Kirk Road and Purdy Lane (Monday through Saturday – 2-hour headway)
- 5.) Route 61 – Greenacres to Lake Worth Beach via Cresthaven Boulevard & 10<sup>th</sup> Avenue North (Daily – hourly headway)
- 6.) Route 62 – Wellington to Lake Worth Beach via Lake Worth Road (Daily – up to 20-minute headway)
- 7.) Route 63 – Lantana to Vista Center via Lantana Road and Jog Road (Daily – hourly headway)
- 8.) Route 64 – Greenacres WIC to Lantana Public Health via Melaleuca Lane and 6<sup>th</sup> Avenue South (Monday through Saturday – 45-minute headway)
- 9.) Route 71 – Boynton Beach Crosstown via Lawrence Road (Monday through Saturday – hourly headway)

The table below identifies Palm Tran ridership per route for fiscal year 2018. Route 3 has the both the longest hours of operation and the highest volume of ridership for fiscal year 2018.

Route	FY 2018 Total
3	1,134,323
4	74,832
46	219,987
60	32,409
61	180,629
62	564,463
64	80,269
<b>71</b>	<b>58,171</b>

Rail Service

Tri-Rail is South Florida’s commuter rail, providing service to residents and visitors of Miami-Dade, Broward and Palm Beach County. The northernmost point of the rail line is in Mangonia Park and the rail continues south for 72 miles terminating at the Miami Airport.

Tri-Rail also operates shuttle bus services from many of its stations to areas surrounding the rail lines. There are six rail stations within Palm Beach County, with PalmTran bus



service connections at each station. PalmTran Routes 61 and 62 which serve the City of Greenacres have a direct connection with the Lake Worth Tri-Rail Station, and Route 60 serves the West Palm Beach Station.

Brightline is the higher-speed rail service serving West Palm Beach, Fort Lauderdale and Miami. Additional stations are being constructed in Boca Raton and Aventura. This service caters to the longer-distance traveler in southeast Florida. Ultimately, service to Orlando will be provided. PalmTran connections are available via Route 60 to the Downtown West Palm Beach Tri-Rail station, and then via connecting PalmTran or trolley service to the Brightline station.

#### Major Trip Generators

There are two major trip generators located in the northern region of the City. They are River Bridge Centre at the southwest quadrant of Jog Road and Forest Hill Boulevard and Trafalgar Square located at the southeast quadrant of Jog Road and Forest Hill Boulevard. There are also two major trip generators located in the southern region of the City: Target on Lake Worth Road at Sherwood Forest Boulevard and Mil-Lake Plaza at the northwest quadrant of Lake Worth Road and Military Trail. These generators comprise a variety of non-residential land use including commercial retail and office. The River Bridge Centre serves as a transfer location for many PalmTran bus routes serving the City.

## IV. ANALYSIS

### A. EXISTING TRAFFIC CIRCULATION DATA

The current (2022) service demand on the roadway system is measured as peak hour demand and is shown in Table 5. As would be expected, the urban principal arterials have experienced the highest service demand.

The design capacities of the existing major streets are reflected primarily by the number of through lanes. An inventory of through lanes was conducted and is shown in Table 5. A comparison of service demand to design capacity based upon through lanes was developed to establish the level of service provided by the transportation network segments. The relationship of traffic volume and number of lanes to level of service is shown in Table 5.

The level of service analysis shown in Table 5 indicates that all travel segments are operating at LOS "D" or better.



Table 5 – Existing Level of Service

Roadway From	To	Functional Class	Number of Lanes	Pk Hr LOS 'D' Capacity	Pk Hr Volumes	LOS
<b>Jog Road</b>						
Summit Blvd.	Forest Hill Blvd.	Urban Collector	6LD	4,680	4,115	D
Forest Hill Blvd.	10th Ave. North	Urban Collector	6LD	4,680	4,020	D
10th Ave. North	Lake Worth Rd.	Urban Collector	6LD	4,680	3,259	C
Lake Worth Rd.	LWDD L-14 Canal	Urban Collector	6LD	4,680	3,816	C
<b>South 57th Ave.</b>						
10th Ave. North	Lake Worth Rd.	City Collector	2L	1,460	610	C
Lake Worth Rd.	Melaleuca Lane	City Collector	2L	1,460	547	C
<b>Military Trail</b>						
North City Limits	Lake Worth Rd.	Urban Principal Arterial	6LD	4,680	2,932	C
Lake Worth Rd.	LWDD L-14 Canal	Urban Principal Arterial	6LD	4,680	2,680	C
<b>Forest Hill Boulevard</b>						
West City Limits	Jog Rd.	Urban Minor Arterial	6LD	4,680	3,212	C
Jog Rd.	East City Limits	Urban Minor Arterial	6LD	4,680	2,939	C
<b>Purdy Lane</b>						
Jog Rd.	East City Limits	Urban Collector	2L	1,460	776	C
<b>Cresthaven Blvd.</b>						
Jog Rd.	Sherwood Forest Blvd.	Urban Collector	2L	1,460	743	C
<b>10th Avenue North</b>						
West City Limits	Jog Rd.	Urban Collector	4LD	3,110	769	C
Jog Rd.	Haverhill Rd.	Urban Collector	4LD	3,110	1,378	C
Haverhill Road	Military Trail	Urban Collector	5L	3,110	1,861	C
<b>Lake Worth Rd.</b>						
West City Limits	Jog Rd.	Urban Principal Arterial	6LD	4,680	4,164	D
Jog Rd.	Haverhill Rd.	Urban Principal Arterial	6LD	4,680	3,539	C
Haverhill Road	Military Trail	Urban Principal Arterial	6LD	4,680	3,378	C
<b>Haverhill Road</b>						
North City Limits	Lake Worth Rd.	Urban Collector	5L	3,110	1,668	C
Lake Worth Rd.	South City Limits	Urban Collector	2L	1,460	1,450	D
<b>Sherwood Forest Boulevard</b>						
North City Limits	Lake Worth Rd.	Urban Collector	2L	1,460	840	C
<b>Melaleuca Lane</b>						
Jog Rd.	Haverhill Rd.	Urban Collector	5L	3,110	1,319	C
Haverhill Road	Military Trail	Urban Collector	5L	3,110	2,066	C





#### B. FUTURE TRAFFIC CIRCULATION ANALYSIS

The future traffic circulation analysis was carried out for the short range (through 2027) and long range (through 2035) planning timeframes to determine if any roadways will not meet the adopted level of service. Traffic projections through year 2027 were calculated by adding the traffic from approved but un-built projects, as reported in the Palm Beach County Traffic Division's database, to the existing peak hour counts. A nominal one-percent background annual growth rate was added to account for future growth not associated with approved projects. The resulting traffic projections through 2027 are shown on Table 6. All roads within the City of Greenacres will meet the adopted LOS "D", with the exception of the link of Lake Worth Road west of Jog Road. The County's Five-Year Road Program does not identify an improvement for the link of Lake Worth Road (which is currently built to its ultimate width). The City will coordinate with the County to determine if a roadway improvement or alternative operational solutions are necessary to correct the potential deficiency.



Table 6 – Short Range 2027 Level of Service

Roadway From	To	Functional Class	Number of Lanes	Pk Hr LOS 'D' Capacity	Pk Hr Volumes	Pk Hr Volumes	LOS
<b>Jog Road</b>							
Summit Blvd.	Forest Hill Blvd.	Urban Collector	6LD	4,680	4,115	4,582	D
Forest Hill Blvd.	10th Ave. North	Urban Collector	6LD	4,680	4,020	4,425	D
10th Ave. North	Lake Worth Rd.	Urban Collector	6LD	4,680	3,259	3,722	C
Lake Worth Rd.	LWDD L-14 Canal	Urban Collector	6LD	4,680	3,816	4,360	D
<b>South 57th Ave.</b>							
10th Ave. North	Lake Worth Rd.	City Collector	2L	1,460	610	641	C
Lake Worth Rd.	Melaleuca Lane	City Collector	2L	1,460	547	575	C
<b>Military Trail</b>							
North City Limits	Lake Worth Rd.	Urban Principal Arterial	6LD	4,680	2,932	3,209	C
Lake Worth Rd.	LWDD L-14 Canal	Urban Principal Arterial	6LD	4,680	2,680	3,097	C
<b>Forest Hill Boulevard</b>							
West City Limits	Jog Rd.	Urban Minor Arterial	6LD	4,680	3,212	3,526	C
Jog Rd.	East City Limits	Urban Minor Arterial	6LD	4,680	2,939	3,164	C
<b>Purdy Lane</b>							
Jog Rd.	East City Limits	Urban Collector	2L	1,460	776	867	C
<b>Cresthaven Blvd.</b>							
Jog Rd.	Sherwood Forest Blvd.	Urban Collector	2L	1,460	743	792	C
<b>10th Avenue North</b>							
West City Limits	Jog Rd.	Urban Collector	4LD	3,110	769	820	C
Jog Rd.	Haverhill Rd.	Urban Collector	4LD	3,110	1,378	1,614	C
Haverhill Road	Military Trail	Urban Collector	5L	3,110	1,861	2,084	C
<b>Lake Worth Rd.</b>							
West City Limits	Jog Rd.	Urban Principal Arterial	6LD	4,680	4,164	5,211	F
Jog Rd.	Haverhill Rd.	Urban Principal Arterial	6LD	4,680	3,539	4,129	D
Haverhill Road	Military Trail	Urban Principal Arterial	6LD	4,680	3,378	3,811	C
<b>Haverhill Road</b>							
North City Limits	Lake Worth Rd.	Urban Collector	5L	3,110	1,668	1,978	C
Lake Worth Rd.	South City Limits	Urban Collector	2L	1,460	1,450	1,586	D
<b>Sherwood Forest Boulevard</b>							
North City Limits	Lake Worth Rd.	Urban Collector	2L	1,460	840	1,284	C
<b>Melaleuca Lane</b>							
Jog Rd.	Haverhill Rd.	Urban Collector	5L	3,110	1,319	1,844	C
Haverhill Road	Military Trail	Urban Collector	5L	3,110	2,066	2,330	C

The traffic projections for year 2035 were based on traffic volumes provided by the Palm Beach Transportation Planning Agency (TPA). Volumes developed in the TPA's year 2040 model were adjusted to reflect 2035 conditions. Lanes anticipated to be in place in 2035 per the TPA's 2035 Long Range Transportation Plan were assumed. The projections were reviewed and adjusted based on population projections for the City. The resulting traffic projections through 2035 are shown in Table 7. All of the roadway links are expected to operate within the adopted Level of Service standard with through 2035 with the following exceptions:

- Military Trail north of Lake Worth Road
- Forest Hill Boulevard west of Jog Road
- Lake Worth Road from west of Jog Road to Military Trail
- Haverhill Road south of Lake Worth Road



Table 7 – Long Range 2035 Level of Service

Roadway		Functional Class	Number of Lanes	Pk Hr LOS 'D' Capacity	2035 Daily Volume	LOS
From	To					
<b>Jog Road</b>						
Summit Blvd.	Forest Hill Blvd.	Urban Collector	6LD	50,300	48,389	D
Forest Hill Blvd.	10th Ave. North	Urban Collector	6LD	50,300	49,247	D
10th Ave. North	Lake Worth Rd.	Urban Collector	6LD	50,300	40,910	D
Lake Worth Rd.	LWDD L-14 Canal	Urban Collector	6LD	50,300	45,256	D
<b>South 57th Ave.</b>						
10th Ave. North	Lake Worth Rd.	City Collector	2L	16,200	7,055	C
Lake Worth Rd.	Melaleuca Lane	City Collector	2L	16,200	6,326	C
<b>Military Trail</b>						
North City Limits	Lake Worth Rd.	Urban Principal Arterial	6LD	50,300	54,969	F
Lake Worth Rd.	LWDD L-14 Canal	Urban Principal Arterial	6LD	50,300	46,401	D
<b>Forest Hill Boulevard</b>						
West City Limits	Jog Rd.	Urban Minor Arterial	6LD	50,300	51,153	E
Jog Rd.	East City Limits	Urban Minor Arterial	6LD	50,300	42,117	D
<b>Purdy Lane</b>						
Jog Rd.	East City Limits	Urban Collector	2L	15,200	9,132	C
<b>Cresthaven Blvd.</b>						
Jog Rd.	Sherwood Forest Blvd.	Urban Collector	2L	15,200	8,546	C
<b>10th Avenue North</b>						
West City Limits	Jog Rd.	Urban Collector	4LD	33,200	8,894	C
Jog Rd.	Haverhill Rd.	Urban Collector	4LD	33,200	20,435	C
Haverhill Road	Military Trail	Urban Collector	5L	33,200	24,837	C
<b>Lake Worth Rd.</b>						
West City Limits	Jog Rd.	Urban Principal Arterial	6LD	50,300	52,806	E
Jog Rd.	Haverhill Rd.	Urban Principal Arterial	6LD	50,300	51,852	E
Haverhill Road	Military Trail	Urban Principal Arterial	6LD	50,300	53,114	F
<b>Haverhill Road</b>						
North City Limits	Lake Worth Rd.	Urban Collector	5L	33,200	22,077	C
Lake Worth Rd.	South City Limits	Urban Collector	2L	15,200	18,055	F
<b>Sherwood Forest Boulevard</b>						
North City Limits	Lake Worth Rd.	Urban Collector	2L	15,200	8,305	C
<b>Melaleuca Lane</b>						
Jog Rd.	Haverhill Rd.	Urban Collector	5L	33,200	18,826	C
Haverhill Road	Military Trail	Urban Collector	5L	33,200	28,804	D

The roads that are projected to fail the LOS "D" standard will require coordination with Palm Beach County (Haverhill Road) and the Florida Department of Transportation (Forest Hill Boulevard, Lake Worth Road and Military Trail) to identify potential improvements. Since the roadways identified above are owned and operated by Palm Beach County and the State and are already constructed to their ultimate width, no further improvements are anticipated by the County or the Florida Department of Transportation. Those existing cross sections are also consistent with the TPA 2035 network cross sections.



The roads that are anticipated to operate at Level of Service “E” or “F” in the future are expected to exceed the daily accepted level of service beyond the short-range timeframe (2027) but before 2030.

Due to the inability for several major roadways within Greenacres to meet the adopted level of service in 2035, and due to limited right-of-way to expand the roadways, it is recommended that the City adopt policies that promote overall mobility and focus on non-vehicular transportation, while reducing trip length and increasing vehicular occupancy.

C. PALM BEACH TPA 2045 LONG RANGE TRANSPORTATION PLAN

The Palm Beach 2045 Long Range Transportation Plan (LRTP) integrates all modes of Transportation within Palm Beach County, including highway, public transportation, bicycle and pedestrian facilities, and intermodal facilities (airports and seaports). The LRTP identifies the roadway and interchange projects necessary to ensure that roadway facilities in Palm Beach County are operating at or above the adopted level of service “D” or better (excluding constrained roadways). This plan was developed through the joint efforts of the Florida Department of Transportation, the Palm Beach County Engineering Department and the TPA in conjunction with participation from the general public. Local governments have cooperated with the process by providing background information to develop the forecast as well as render their input.

Although this update to the Comprehensive Plan analyzes 2035 conditions, the latest version of the LRTP (year 2045) was reviewed. Within the City, the Adopted Year 2045 plan includes intersection improvements along Jog Road between Melaleuca Lane and Lake Worth Road, and between 10<sup>th</sup> North and Summit Boulevard. These improvements are planned prior to 2035. In addition, the Plan identifies enhanced transit along Forest Hill Boulevard, Lake Worth Road, and Military Trail. It should be noted that roadway and transit improvements outside of the City limits may also positively enhance mobility within the City. Furthermore, it is recommended to consider development of a mobility fee to help offset the cost of non-roadway improvements.

D. NON-MOTORIZED TRANSPORTATION CONSIDERATIONS

The Non-Motorized Transportation System serves bicycles and pedestrians. At present, the City of Greenacres is coordinating with Palm Beach County to plan bikeway and pedestrian systems in a comprehensive manner so that it can be viewed as a meaningful adjunct to the City’s total transportation system.

Being specific, given the nature of bicycle operators, the design of this system should minimize bicycle/automobile conflicts. While the best way of doing that would be to build exclusive bike paths, such a system would not be physically or economically feasible. Rather, a combination of exclusive, semi-exclusive, and shared-use bikeways are recommended alternatives.

The intent of a non-motorized system is to establish a city-wide network of bike paths and sidewalks allowing residents to safely bicycle and walk between residential areas and major destinations such as parks, schools, and commercial areas.

Bicycle and Pedestrian Routes

All roadways listed in the functional classification table of this Transportation Element contain sidewalks of at least 5 feet width on each side that serve bicycle



and pedestrian traffic. South 57<sup>th</sup> Avenue between Lake Worth Road and the L-13 Canal was previously the only exception and only included a sidewalk on the east side; however, a sidewalk has been added, resolving this deficiency. At present, bike lanes exist on Forest Hill Boulevard and Military trail within the City, totaling 1.45 miles of bike lanes. There are no designated bike lanes that share right-of-way with any of the City or County roads in the City of Greenacres. As major roads have been re-paved and re-stripped, undesignated bike lanes have been added.

Further consideration to non-motorized transportation is discussed in the Goals and Objectives and Polices Section.

E. EVACUATION DISASTER ROUTES

In general, the City of Greenacres recommends that all its residents remain in the City in the event of an impending natural disaster. However, there are two mobile home parks which may need to be evacuated depending on the severity of an approaching storm. These are Pickwick Mobile Home Park located on 10th Avenue North, east of Sherwood Forest Boulevard and Colonial Coach Estates located on Lake Worth Road.

In the event that evacuation of these two mobile home parks becomes necessary, residents are recommended to shelter at the two Red Cross shelters within the City of Greenacres: John I. Leonard High School at 4701 10<sup>th</sup> Avenue North and Heritage Elementary School at 5100 Melaleuca Lane.

If residents desire to leave the City in the event of an impending natural disaster, the most likely routes will be Forest Hill Boulevard, 10th Avenue North, Melaleuca Lane and Lake Worth Road leading to I-95 and Florida's Turnpike.

F. FUTURE TRENDS

It is recognized that it may not be possible to meet traditional vehicular level of service due to right-of-way, environmental, and economic constraints. Therefore, it is imperative to focus on moving people, rather than moving cars. A comprehensive system of complete streets will encourage pedestrian and bicycle activity by providing a safe and pleasant environment. Furthermore, proving cross-connectivity to the extent possible will help reduce vehicle-miles-travelled and can provide opportunities to access adjacent properties without adding the traffic volumes on the arterial roadways.

To ensure efficient planning of complete streets and a connected network, a Mobility Study is recommended. A discussion of complete streets and connectivity principles follows. These principles should be included as the basis for the Mobility Study.

Complete Streets

In 2014, the FDOT adopted a Complete Streets Policy, and completed concurrent revisions to the Florida Transportation Plan. Complete Streets is a nationally recognized term referring to streets and sidewalks that are designed, operated and maintained to enable safe and convenient access and travel for all users, which includes pedestrians, bicycles, transit users, freight and motor vehicles. FDOT updated its design manual to include complete streets and context classification. The Context classification system describes the general characteristics of the land use, development patterns, and roadway connectivity along a roadway, providing cues as to the types of



uses and user groups that will likely utilize the roadway. The context classification of a roadway will inform FDOT's planning, PD&E, design, construction, and maintenance approaches to ensure that state roadways are supportive of safe and comfortable travel for their anticipated users.

In addition, the Palm Beach County TPA Board adopted a Complete Streets Policy in early 2016 and created a working group that discussed the implementation of context sensitive Complete Streets. The group developed policies and complete streets design guidelines, which were finalized in 2017. The TPA continues to encourage adoption of complete street policies by its members. The City of It is recommended that Greenacres develops a new policy to guide the City in the future to consider its own Complete Streets policy.

Complete streets are streets that are meant for everyone. These streets are designed to accommodate all users of the roadway: pedestrians, bicyclists, motorists, and transit riders. There is no specific characteristic of a complete street because each is unique and is built to respond to the needs of the community. Some common elements of a complete street in a downtown area may include sidewalks (with adequate lighting and width), bike lanes (or wide paved shoulders), public transportation, pedestrian refuge islands, road diets, bulb-outs, streetscapes, on-street parking, buildings framing the street, crosswalk signage, and various forms of landscaping. These complete streets should be built with the location in mind. For example, a sidewalk in south Florida should have shade trees or other landscaping to provide shade to pedestrians.

The Palm Beach TPA has spearheaded the conversion of portions of Lake Worth Road within the City as a complete street, including additional crosswalks, transit shelters, and enhanced pedestrian facilities. The City should support the efforts of the TPA, in coordination with FDOT, to ensure the development of this project.

Greenacres has been traditionally developed in a collector-arterial network of wider streets; however, a more traditional grid-network does exist in the Original Section. The gridded network provides for multiple vehicular routing options from most locations, and results in lower per-street volumes, slower speeds, and a more pedestrian and bicycle-friendly land use pattern. The collector-arterial network provides less interconnectivity between uses, longer travelled distances, and higher speeds, which result in a less friendly pedestrian and bicycle environment. Although it is recognized that introducing more connectivity to a built-out environment is not always feasible, Greenacres should strive to retrofit connectivity as properties redevelop. This will lead to more options for all users and lessen the impacts of vehicles.



## DATA AND ANALYSIS

### INTRODUCTION

#### Purpose of Element

This Element in part, is based upon a significant portion of the City's Housing Element within the existing Comprehensive Plan. The presented element Housing Element provides a commitment to meet identified or projected deficits in the supply of housing which are applicable in the City's Comprehensive Plan effort. This Element and its policies address City housing activities as well as provide direction and assistance to the efforts of the private sector.

The number of existing housing units in the City of Greenacres has increased more than five-fold 400 percent since 1980 (See Table 2a). Due to such rapid growth, it is necessary to provide a detailed inventory of housing developments from which an overview of housing conditions can be displayed. These points of interest include: low- and moderate-income family housing, group homes, mobile homes, government supported housing, and historically significant housing. Within this in view Element, the City can analyze housing trends and formulate appropriate plans, programs and policies to bring about the accomplishment of the required and attainable housing, and as such, the creation of this Element.



Many older pre-war and even 1920s homes like the above which offer smaller, more affordable homes in a traditional neighborhood grid still occupy the Original City plat. This neighborhood also has the most diverse housing stock, with several older homes being demolished and redeveloped into new units.

The Housing Element will provide "guidance, in order to develop appropriate plans and policies to demonstrate their commitment to meet identified or projected deficits in the supply of housing."

#### What direction is the community headed in some key metrics?

- Older mature neighborhoods offer diverse and relatively affordable housing stock that contributes to economic and cultural value, however these units are simultaneously being replaced as they fall into disrepair or sold to new owners.
- Since 2010, the City has been gaining Single-family units and losing Multifamily, which means a trend toward losing rental units.



**What’s happening that’s unique to Greenacres, and how does that compare to the neighbors, Palm Beach County or the State?**

- Attainable and affordable housing have come to the forefront for the City, County and the region.
- How can the City maintain and enhance its attainable units?
- How can the City incentivize additional attainable housing within the City.?

**Recommendations**

**What should Greenacres do based on the issues, trends, and comparisons?**

- Look to incentivize the addition of new attainable units
- Continue to seek grant funding for implementation of the City’s housing goals.
- Maintain and enhance relationships with County, State and Federal officials regarding opportunities for attainable housing opportunities.

**Definition of Relevant Terms**

- A. ADULT CONGREGATE LIVING FACILITY - is defined as an establishment, institution, building or buildings, residence, private home, boarding house, home for the elderly, or other place, having some or all of the characteristics of homes for the elderly, or other place, whether operated for profit or not, which through its operation, provides one or more personal services for four or more persons not related by blood or marriage to the owner or operator, for a period exceeding twenty-four (24) hours. Personal services are in addition to housing and food service and include, but are not limited to personal assistance with bathing, dressing, housekeeping, supervision, eating, supervision of self-administered medication, and assistance in securing health care from appropriate sources.
- B. BOARDING HOUSE - is defined as a building other than a hotel, where for compensation pursuant to previous arrangement, lodging or lodging and meals are provided for three (3) or more boarders.
- C. CONDOMINIUM - is defined as a form of housing ownership by which a person may purchase and own one dwelling unit in a multi-unit building or development. The ownership of a condominium home generally entails the fee ownership of the interior walls, floors, and ceilings surrounding the dwelling unit and the air space within.
- D. DWELLING - is defined as a building or portion thereof designed exclusively for residential occupancy, including one family, two-family, and multiple family dwellings, but not including hotels, boarding houses, or lodging houses.
- E. FOSTER CARE FACILITY - is defined as a facility which houses foster residents and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional, and social needs of residents and serving either children or adult foster residents.
- F. GROUP HOME - is defined as a facility which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. Adult Congregate Living Facilities comparable in size to group homes are included in this definition. It shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.
- G. LOW\_ AND MODERATE\_INCOME FAMILIES - is defined as families whose annual income does not exceed 80 percent of the median income for the area for Federal programs. For state programs





annual income does not exceed 120 percent of median income. The term (families) includes households.

- H. MANUFACTURED HOUSING - is defined as “factory built”, single family structures that meet the National Manufactured Home Construction & Safety Standards Act (42 U.S.C. Sec 5401) commonly known as the HUD (U.S. Dept. of Housing and Urban Development) code.
- I. MINIMUM REQUIRED LIVING AREA - is defined as the area of the floor or floors measured from the inside of the exterior walls to the inside of the dividing walls, excluding the area for garages whether separate or integral, carports, open porches, open breezeways, or storerooms not accessible from the interior of the building.
- J. MOBILE HOME - is defined as a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width and which is built on a metal frame and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein. ~~If fabricated after June 15, 1976, each section bears a U.S. Department of Housing and Urban Development label certifying that it is built in compliance with the Federal Manufactured Home Construction and Safety Standards.~~
- K. RELOCATION HOUSING - is defined as those dwellings which are made available to families displaced by public programs, provided that such dwellings are decent, safe and sanitary and within the financial means of the families or individuals displaced.
- L. RESIDENT POPULATION - is defined as inhabitants counted in the same manner utilized by the United States Bureau of the Census, in the category of total population. Resident population does not include seasonal population.
- M. TENURE - is defined as a housing unit that is “owner occupied”, if the owner or co-owner lives in the unit, even if it is mortgaged. All other occupied units are classified as “renter occupied” including units rented for cash rent and those occupied without payment of cash rent.
- N. VALUE - is defined as value; it is the respondent's estimate of how much the property (house and lot) or condominium unit would sell for, if it were for sale. For vacant units, the value is the price asked for the property.

**INVENTORY OF EXISTING HOUSING STOCK DATA AND INVENTORY: EXISTING HOUSING STOCK**

**TYPE OF UNITS**

~~The inventory of dwelling units, summarized in Table 1, shows a large existing base of multi-family dwellings and an increase in single-family developments multi-family dwellings over the ten (10) year period. Of the 4,477 new units constructed in the City between the end of 1996 and the end of 2007, 1,646 were single-family units and 2,839 were multi-family/duplex units. Multi-family/duplex comprise 68.7% of the housing stock, whereas single family dwellings comprise 27.2% of the housing stock. In 1987, single-family housing comprised 17% of the housing stock and increased to 27.2% over the twenty year period, multi-family housing comprised 68.9% of the housing stock and declined to 62.8% over the same twenty year period.~~ shows an increase in single-family units, increasing from 7,652 units in 2010 to 9,200 in 2021 representing 51.8% of housing units within the City. Multi-family comprised 40.6% of housing units.



Single-family dwelling units comprised 49.4% 51.8% of the 1990 2000 housing stock in Palm Beach County and increased to 55.3% 61.5% in 2000 2021. Multi-family and duplex units comprised 44.8% 41.1% of the 1990 2010 housing stock in Palm Beach County and decreased to 41.1% 33.3% in 2000 2021. (163.3177 Florida Statutes)

**TABLE 1  
Dwelling Units by Structure Type**

Structure Type	Palm Beach County 2000 (1)		City of Greenacres 1996 (2)		City of Greenacres 2007 (3)	
	Number	%	Number	%	Number	%
Single-Family	307,104	55.3	2,937	23.8	4,583	27.2
Duplex (Two-Family)	228,687	41.1	585	4.7	992	5.9
Multi-family (3+ Units)	N/A (Incl.'d in "Duplex")		8,135	65.8	10,567	62.8
Mobile Homes	20,083	3.6	704	5.7	696	4.1
<b>Total</b>	<b>555,874</b>	<b>100</b>	<b>12,361</b>	<b>100</b>	<b>16,838</b>	<b>100</b>

Sources: (1) Affordable Housing Needs Assessment prepared by the Shimberg Center, July 2008 download.  
 (2) City of Greenacres Engineering, Planning and Building Department, January 1997.  
 (3) City of Greenacres Planning and Engineering Department, July 2008.

**TABLE 1  
DWELLING UNITS BY STRUCTURE TYPE**

Structure Type	Palm Beach County 2021		City of Greenacres 2021		City of Greenacres 2010	
	Number	%	Number	%	Number	%
Single-Family	366,453	61.5	9,200	51.8	7,652	45.3
Duplex (Two-Family)	16,053	2.7	373	2.1	734	4.3
Multi-family (3+ Units)	198,029	33.3	7,199	40.6	7,839	46.4
Mobile Homes	14,912	2.5	978	5.5	682	4.0
<b>Total</b>	<b>595,447</b>	<b>100</b>	<b>15,488</b>	<b>100</b>	<b>16,907</b>	<b>100</b>

Source: 2010 Census and 2021 U.S. Census: American Community Survey (ACS)

**AGE AND TENURE OF HOUSING STOCK**

**Age**

Age is an important factor to be considered when assessing the overall housing stock of the City. To address the age of housing stock in the City of Greenacres, Tables 2a and 2b have been prepared as follows: Table 2a is a historical list of housing exhibiting the number of units built during specific time periods and the percentage of housing stock that each time period represents. (163.3177 Florida Statutes)

**TABLE 2a  
History of Housing Units by Year Built**

Year Built	Number of Units Built	Percentage of Total
1939 or Earlier	82	0.5%
1940-1959	295	1.8%



## 4. HOUSING

1960-1969	450	2.7%
1970-March 1980	3,267	19%
April 1980-June 1987	5,915	35%
July 1987-Dec. 1996(2)	2,352	14%
Jan. 1997-Dec. 2007 (3)	4,477	27%
<b>Total</b>	<b>16,838</b>	<b>100%</b>

Sources: (1) U.S. Department of Commerce, Bureau of the Census, Detailed Housing Characteristics, HC80-1-B11, July 1983.

(2) City of Greenacres Engineering, Planning, and Building, January 1997.

(3) City of Greenacres Planning and Engineering Department, July 2008.

Year Built	Number of Units Built	Percentage of Total
1939 or Earlier	126	0.7%
1940-1949	118	0.6%
1950-1959	240	1.3%
1960-1969	502	2.8%
1970-1979	2,084	11.4%
1980-1989	7,124	39.1%
1990-1999	3,284	18.0%
2000-2009	2,787	15.3%
2010-2019	1,839	10.1%
2020+	115	0.6%
<b>Total</b>	<b>18,219</b>	<b>100%</b>

Sources: (1) U.S. Census: American Community Survey (2017-2021)

(2) Shimberg Housing Studies: 2015-2019 5-Year Estimates

Notes: Numbers of units built after April 1980 are based on certificates of occupancy issued by the City's Building Department. Units built before April 1980 were taken from the 1980 U.S. Census. Census data are estimates based on a sample and does not include seasonal units.

As shown on Table 2a, the vast majority of homes within the City (56%) are 25 or less at least 30 years old. Approximately 2% 5.4% of the housing stock is at least fifty (50) years old. Many of these older homes have experienced the natural deterioration associated with age. The lack of sanitary sewer connections to aging homes only compounds the aging problem.

Table 2b is a more detailed listing of housing units within the City, by the age and percentage of change by the number of total units in existence during specific ten five (5 10) year time frames timeframes.

Year	Total Units	Difference	Percent of Growth	Percent of Existing Units
2007	16,838	1,566	10.3	100%
2002	15,272	2,911	23.5	91%
Jan. 1997	12,361	728	6.2	73%
1992	11,633	1,572	15.6	69%
1987	10,061	310	3.2	60%
1985	9,751	4,282	78.3	58%
1980	5,469	3,764	220.8	32%
1975	1,705	682	66.6	10%
1970	1,023	196	23.7	6%
Earlier	827	n/a	n/a	5%

Source: The City of Greenacres Planning and Engineering Department, July 2008.



TABLE 2b HOUSING UNIT GROWTH 1970 - 2020				
Year	Total Units	Difference	Percent of Growth	Percent of Existing Units
1970	1,023	n/a	n/a	6.1%
1980	5,469	4,446	81.3%	32.4%
1990	8,238	2,769	33.6%	48.8%
2000	14,153	5,915	41.8%	83.8%
2010	16,907	3,276	18.8%	100.1%
2020	16,887	-20	-0.1%	100.0%

Source: (1) U.S. Census: American Community Survey (2010 and 2020)

(2) Florida Legislative Office of Economic and Demographic Research (2020)

U.S. Department of Commerce: Economics and Statistics Administration - Table 5; Bureau of the Census (1990)

Only 827 units or approximately 5% of the total housing stock of the City was in existence existed prior to 1970. The bulk of the City of Greenacres housing growth occurred between 1975 and 1985. These units represent approximately forty eight (48%) of the 2007 total housing stock. The number of units has steadily increased in the City between 1970 and 2010. Between 2010 and 2020, the units have remained relatively the same.

Based on Table 2b, Only 827 units approximately 1,023 units or 5% 6.1% of the total housing stock of the City was in existence existed prior to 1970. The bulk of the City of Greenacres housing growth occurred between 1975-1970 and 1985. 1980 These units representing approximately forty eight (48%) thirty-one percent (31%) of the 2007 2020 total housing stock. By 1990, more than half of the 2020 housing inventory was built. The number of housing units in the City steadily increased between 1970 and 2010. Between 2010 and 2020, the number of housing units has remained relatively stable.

**Housing Tenure**

A “housing unit” is classified as occupied if it is the usual place of residence of a person or group of persons living in it at the time of enumeration, or if the occupants are only temporarily absent; e.g., away on vacation. As indicated in Table 3, 70% 65% of the households in the City of Greenacres live in owner occupied units. This is similar to the Palm Beach County figure of 74% 70%. As would be expected, the percentages of renter occupied units is also similar. (163.3177 Florida Statutes)

TABLE 3  
Housing Tenure Characteristics 2005

City of Greenacres (1)			Palm Beach County (2)	
Tenure	Number	Percentage	Number	Percentage
Owner Occupied	9,440	70%	393,265	74%
Renter Occupied	4,056	30%	135,007	26%
Occupied Units	13,496	100%	528,272	100%

Source: Affordable Housing Needs Assessment prepared by the Shimberg Center, July 2008 download.

TABLE 3  
HOUSING TENURE CHARACTERISTICS 2021

	City of Greenacres	Palm Beach County



Tenure	Number	%	Number	%
Owner-Occupied	10,107	65%	419,136	70%
Renter-Occupied	5,341	35%	176,311	30%
Occupied Units	15,448	100%	595,447	100%

Source: 2021 U.S. Census: American Community Survey (ACS)

**COST OF HOUSING**

**Monthly Rent**

The City of Greenacres median monthly gross rent for renter-occupied housing is ~~the same as~~ just slightly lower (\$1,477) than the Palm Beach County median of \$1,560 \$739 (year 2000 dollars). Table 4 depicts a comparison of monthly gross rent of renter-occupied housing in the City of Greenacres and Palm Beach County. Over 85% of the gross rent in the City is between \$1,000 to \$1,999 whereas the County percentage is just over 60% making the City's median rent lower than the County. (163.3177 Florida Statutes)

**TABLE 4  
Monthly Gross Rent of Renter-Occupied Units**

Gross Rent \$	City of Greenacres (1)		Palm Beach County (2)	
	Number	Percent	Number	Percent
<200	70	1.9%	3,116	2.6%
200-299	30	0.8%	2,933	2.5%
300-499	160	4.4%	13,686	11.4%
500-749	1,613	44.8%	39,210	32.7%
750-999	1,232	34.2%	31,406	26.2%
1,000-1,499	388	10.8%	17,084	14.2%
1,500+	13	0.4%	6,657	5.5%
No Cash	96	2.7%	5,872	4.9%
Total	3,602	100%	119,964	100%
Median Rent		\$739		\$739

Sources: (1) 2000 U.S. Census, DP-4, July 2008 download  
(2) 2000 U.S. Census, DP-4, July 2008 download

**TABLE 4  
MONTHLY GROSS RENT OF RENTER-OCCUPIED UNITS 2021**

Gross Rent \$	City of Greenacres		Palm Beach County	
	Number	%	Number	%
<300	82	1.5%	1,888	1.1%
300-499	32	0.6%	2,817	1.6%
500-799	104	1.9%	8,803	5.0%
800-999	227	4.3%	12,234	6.9%
1,000-1,499	2,318	43.4%	52,174	29.6%
1,500-1,999	2,249	42.1%	52,405	29.7%
2,000-2,499	168	3.1%	21,922	12.4%
2,500-2,999	52	1.0%	7,961	4.5%
3,000+	46	0.9%	8,175	4.6%
No Cash	63	1.2%	7,932	4.5%
Total	5,341	100%	176,311	100%
Median Rent		\$1,477		\$1,560



Source: 2021 U.S. Census: American Community Survey (ACS)

In the 2000 2021 ACS Census, there was a substantial contrast between the median value of owner-occupied housing in the City of Greenacres and in Palm Beach County. The City median for specified housing units is 37% 44% lower than those in the County with mortgage considered. (City = \$85,500 \$217,200 vs. County = \$135,200 \$388,800). Table 5 clearly details a comparison between City and County home values for owner occupied units. Included in this table are owner occupied condominium values. (163.3177 Florida Statutes)

Housing Value \$	City of Greenacres		Palm Beach County	
	Number	Percent	Number	Percent
<50,000	190	4.1%	8,629	3.5%
50,000-99,999	2,799	60.6%	67,848	27.9%
100,000-149,000	1,090	23.6%	65,156	26.8%
150,000-199,999	443	9.6%	41,102	16.9%
200,000-299,999	66	1.4%	30,230	12.4%
300,000-499,999	34	0.7%	17,352	7.1%
500,000-999,999	0	0%	9,122	3.7%
1,000,000 or more	0	0%	3,974	1.6%
Total	4,622	100%	243,413	100%
median value		\$85,500		\$135,200

Source: 2000 U.S. Census, DP-4, July 2008 download.

a) Without a Mortgage

TABLE 5a VALUE OF OWNER-OCCUPIED UNITS WITH A MORTGAGE 2021				
Housing Value \$	City of Greenacres		Palm Beach County	
	Number	%	Number	%
<50,000	117	2.0%	4,459	2.0%
50,000-99,999	510	8.7%	4,586	2.1%
100,000-299,000	3,780	64.3%	62,906	28.3%
300,000-499,999	1,374	23.4%	83,238	37.4%
500,000-749,999	73	1.2%	39,828	17.9%
750,000-999,999	0	0.0%	14,104	6.3%
1,000,000 or more	21	0.4%	13,419	6.0%
Total	5,875	100%	222,540	100%
Median value	-	\$217,200	-	\$388,800

Source: 2021 U.S. Census: American Community Survey (ACS)

b) Without a Mortgage

TABLE 5b VALUE OF OWNER-OCCUPIED UNITS WITHOUT A MORTGAGE 2021				
Housing Value \$	City of Greenacres		Palm Beach County	
	Number	%	Number	%



<50,000	117	2.0%	4,459	2.0%
50,000-99,999	510	8.7%	4,586	2.1%
100,000-299,000	3,780	64.3%	62,906	28.3%
300,000-499,999	1,374	23.4%	83,238	37.4%
500,000-749,999	73	1.2%	39,828	17.9%
750,000-999,999	0	0.0%	14,104	6.3%
1,000,000 or more	21	0.4%	13,419	6.0%
Total	5,875	100%	222,540	100%
Median value	-	\$217,200	-	\$388,800

Source: 2021 U.S. Census: American Community Survey (ACS)

**MONTHLY COST OF OWNER-OCCUPIED HOUSING**

**Mortgaged Units**

The monthly cost of an owner-occupied dwelling includes the mortgage payment plus the cost of utilities, maintenance, taxes, and insurance. The median monthly cost of a mortgaged owner-occupied dwelling in the City of Greenacres was ~~\$876~~ \$1,486 in ~~2000~~ 2021. That figure is ~~26%~~ 24% lower than the County median of ~~\$1,189~~ \$1,961 (See Table 6). The City of Greenacres has ~~the largest~~ a larger percentage of their units falling within the ~~\$700~~ \$1,000 to ~~\$1,499~~ \$999 per month cost group (~~29.1%~~ 32%). However, the County's largest percentage of their units falls in the ~~\$1,000~~ \$1,500 to ~~\$1,999~~ \$1,499 per month cost group (~~24.3%~~ 23%). (163.3177 Florida Statutes)

TABLE 6  
Mortgage Status and Selected Monthly Owner Costs

Cost \$	City of Greenacres		Palm Beach County	
	Number	Percent	Number	Percent
<300	7	0.2%	355	0.1%
300-499	116	2.5%	4,106	1.7%
500-699	605	13.1%	14,634	6.0%
700-999	1,344	29.1%	42,585	17.5%
1,000-1,499	934	20.2%	59,031	24.3%
1,500-1,999	158	3.4%	26,540	10.9%
2,000 and +	53	1.1%	25,605	10.5%
Total	3,217	100%	172,856	100%
Median Mortgage				
	\$876		\$1,189	
Non-Mortgaged Units				
Number	1,405		70,557	
Cost	\$318		\$403	

Source: 2000 U.S. Census, DP-4, July 2008 download.

TABLE 6 MORTGAGE STATUS AND SELECTED MONTHLY OWNER COST				
Cost \$	City of Greenacres		Palm Beach County	
	Number	%	Number	%
<200	0	0.0%	0	0.0%
200-399	31	0.5%	424	0.2%
400-599	79	1.3%	1,704	0.8%



600-799	594	10.1%	5,064	2.3%
800-999	420	7.1%	10,965	4.9%
1,000-1,499	1,878	32.0%	45,273	20.3%
1,500-1,999	1,504	25.6%	52,107	23.4%
2,000-2,499	889	15.1%	39,953	18.0%
2,500-2,999	308	5.2%	27,067	12.2%
Total	5,875	100%	222,540	100%
<b>Median Mortgage</b>				
-	\$1,486	-	\$1,961	-
-	-	-	-	-
<b>Non-Mortgaged Units</b>				
Number	4,232	-	196,596	-
Cost	\$531	-	\$755	-

Source: 2021 U.S. Census: American Community Survey (ACS)

**Non-Mortgaged Units**

In the 2000 ~~2021~~ Census, the City was ~~21%~~ 30% lower in median monthly cost (~~\$318~~ \$531) than the County median for non-mortgaged housing units (~~\$403~~ \$755). The majority of the non-mortgaged units are in the original section of the City. ~~However, the City has grown increasingly concerned that these neighborhoods do not become areas of decline. The City therefore is seeking monies from the state and the federal government to implement programs to ensure the vitality of these neighborhoods. As these housing units become older, the City will look to Federal and State agencies to assist property owners to maintain their properties into the future.~~

**RENT-TO-INCOME AND COST-TO-INCOME RATIOS**

**Rent-to-Income (Renter Occupied)**

According to the 2000 ~~2020~~ U.S. Census, the median household income for the City of Greenacres is \$36,941 ~~was~~ \$47,840. In Palm Beach County, the 2000 ~~2020~~ median household income is \$45,062 ~~was~~ \$65,015. The median rent-to-income ratio for Greenacres is ~~739~~ \$1,479 x 12 / 36,941 ~~\$47,840=~~ 24% ~~37%~~. For Palm Beach County, the median rent-to-income ratio is ~~739~~ \$1,560 x 12 / 45,062 ~~\$65,015=~~ 19.7% ~~29%~~.

The Florida Department of Community Affairs (DCA) Economic Opportunity (DEO) estimates that housing costs should fall below thirty percent (30%) of a family's income. A rent-to-income ratio of more than thirty percent (30%) is indicative of an excessive amount of household expenditure going toward housing. So although the City has a lower median rent, the median household income is such that many residents expend more than 30% of their household income on rent.

According to the 2000 ~~2020~~ U.S. Census, ~~1,102~~ 3,651 of the City's ~~3,602~~ 5,303 responding families in renter-occupied housing units paid more than ~~35~~ 30 percent of their income for rent. This is ~~30.6%~~ 68.8% of the rental families in the City who responded to the Census. On the other end of the scale, ~~10.5%~~ 13.8% of the City's responding rental families paid less than ~~15~~ 20 percent of their income for rent in 2000 ~~2020~~. (163.3177 Florida Statutes)

TABLE 7  
Gross Rent as a Percentage of Household Income in 1999





% of Income Toward Rent	Greenacres		Palm Beach County	
	Number	Percent	Number	Percent
<15%	380	40.5%	16,450	13.8%
15-19%	584	16.2%	15,652	13.0%
20-24%	580	16.1%	15,536	13.0%
25-29%	519	14.4%	12,892	10.7%
30-34%	307	8.5%	9,833	8.2%
35% or More	1,102	30.6%	40,580	33.8%
Not Computed	130	3.6%	8,928	7.4%
<b>Total</b>	<b>3,602</b>	<b>100%</b>	<b>119,961</b>	<b>100%</b>

Source: 2000 U.S. Census, DP 4, July 2008 download.

% of Income Toward Rent	City of Greenacres		Palm Beach County	
	Number	%	Number	%
<20%	731	13.8%	29,306	16.8%
20-29%	781	14.7%	36,771	21.1%
30% or More	3,651	68.8%	98,326	56.4%
Not Computed	140	2.6%	9,922	5.7%
<b>Total</b>	<b>5,303</b>	<b>100%</b>	<b>174,325</b>	<b>100%</b>

Source: 2021 U.S. Census: American Community Survey (ACS)

**F. HOUSING STOCK CONDITIONS**

**4-Internal Conditions**

In an attempt to determine the adequacy of the condition of the housing stock, the U.S. Census tabulates the number of potentially substandard units based upon the existence of plumbing and kitchen facilities. A comparison of these figures, between City and County is provided in Table 8. (163.3177 Florida Statutes)

*a) Plumbing:*

The absence of plumbing facilities is generally considered the most relevant to an overall housing condition evaluation. The U.S. Dept. of Commerce defines complete plumbing as, "units which have hot and cold piped water, a flush toilet, and a bathtub or shower inside the housing unit for the exclusive use of the occupants of the unit." However, a unit which has all three specified plumbing facilities would still be "lacking complete plumbing" if their plumbing facilities are also used by another household. The number of units lacking complete plumbing was 855 (0.1 0.4%) in 2000 2021.

*b) Kitchens:*

The lack of complete kitchen facilities is not generally considered to be a matter of major concern because this condition does not usually present an immediate and dangerous threat to life, health or safety. The number of units lacking complete plumbing was 128 (0.8%) in 2021.

**2-External Conditions**

*a) Standard/Substandard:*

The degree and extent of substandard housing in an area frequently is estimated on the age of units, the lack of part or all plumbing facilities, or crowded conditions. In the City of Greenacres, the age of a structure without regard to maintenance levels does not appear to be a valid indicator of substandard housing. Therefore, the City of Greenacres has prepared the following definition of "substandard housing." (163.3177 Florida Statutes)



Substandard: A housing unit that is considered to be unsafe, unsanitary, or dangerous for human habitation. Rehabilitation of a substandard unit is usually considered not practical.

b) Structural Condition

1. Definition

Though structurally sound, a housing unit in need of some relatively minor exterior repair which is indicative of a lack of maintenance, can be placed in a "Deteriorated" category. Examples include housing that requires painting, fascia and soffits showing signs of deterioration, cracked and broken windows, and even severely overgrown lawns.

2. Methodology

Poor structural condition is often associated with age. Table 2a indicates a list of housing units in the City of Greenacres by age. As of July 2008, there is currently 1 housing unit in the City declared as unfit for habitation, but, according to the City's Building Department, it can be rendered safe by reconnecting utilities (water and electric).

TABLE 8  
Housing Conditions

Type	City of Greenacres		Palm Beach County	
	Number	Percent	Number	Percent
Occupied Housing Units	42,166	100%	474,175	100%
Lacking Complete Plumbing	48	0.1%	2,140	0.5%
Lacking Complete Kitchen	37	0.3%	2,513	0.5%

Source: 2000 U.S. Census, DP-4, July 2008 download.

TABLE 8  
Housing Conditions

Type	City of Greenacres		Palm Beach County	
	Number	%	Number	%
Occupied Housing Units	15,448	100.0%	595,447	100.0%
Lacking Complete Plumbing	55	0.4%	1,791	0.3%
Lacking Complete Kitchen	128	0.8%	3,692	0.6%

Source: 2021 U.S. Census: American Community Survey (ACS)

G. SUBSIDIZED HOUSING DEVELOPMENTS

The main thrust goal of any subsidized housing program is to assist low to moderate-income persons with the acquisition of safe, decent and sanitary housing. These programs include subsidy to both rental renter- and owner-occupied housing from both Federal and State sources. (163.3177 Florida Statutes)

1. Assisted Rental Housing

Federal, State, and Local sources fund many different programs to assist the provision of affordable rental housing. The programs include loans, bonds, rent subsidies, and the like. Within the City of Greenacres, there are 2 developments constructed and/or operated with such assistance. Chelsea Commons on Jog Road consists of 209 dwelling units, 104 of which are assisted (according to the Shimberg Center for Affordable Housing), and it is for families. Villa Madonna on Lake Worth Road consists of 99 dwelling units, all of which are assisted (according to the Shimberg Center for Affordable Housing), and it is targeted at for the elderly.



**2-Palm Beach County Division of Housing and Community Development (HCD)**

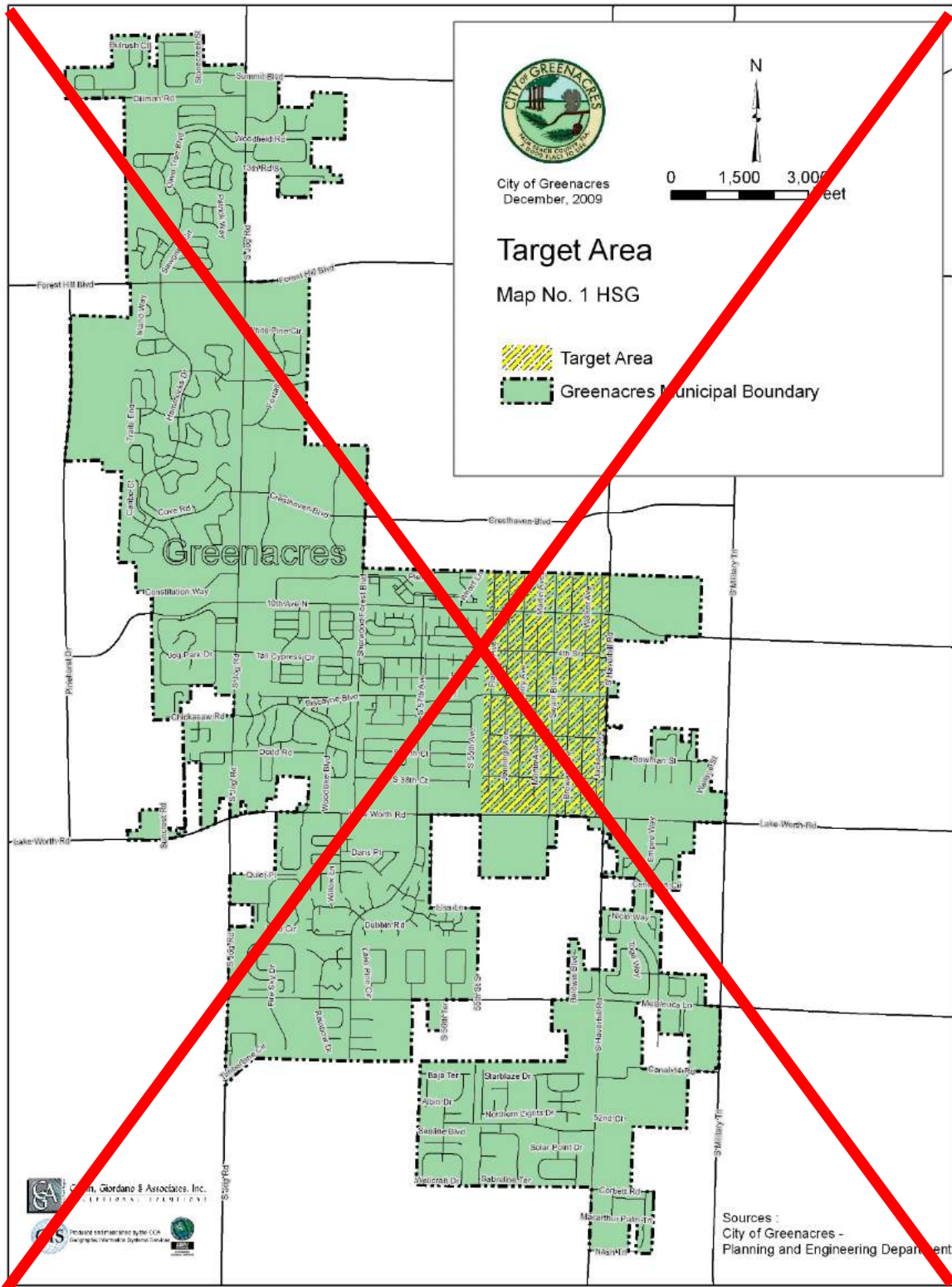
Since 1977, HCD has expended \$1,984,755 millions of dollars in the form of Community Development Block Grant (CDBG) funds and targeted to the City of Greenacres Code Enforcement Area (CEA). In 1996, the area was renamed to "Target Area." The Target Area is located in the original section of the City and is identified on Map No. 4. Between 2019 and 2022, CDBG funds amounted to \$785,121 according to the Greenacres City 2022 Fiscal Year Final Budget. The most recent improvements include:

- 1) Original Section Drainage Improvement
- 2) ~~Ira Van Bullock Park Expansion~~
- 3) ~~Community Center Parking Lot Phase 2~~
- 4) ~~Street Improvements north of 10<sup>th</sup> Avenue North~~
- 5) ~~Sidewalks north of 10<sup>th</sup> Avenue North~~
- 6) ~~Sidewalks south of 10<sup>th</sup> Avenue North~~
- 2) Original Section – Lift station

The City utilizes the CDBG Program to fund these projects. ~~replaced the categorical Grants in Aid Programs, such as Urban Renewal and Neighborhood Development, whereby Grant awards are based on a formula utilizing legislative measures of development.~~ Project funds must be targeted to address one of three national objectives:

- 1) Benefit to low- and moderate-income persons;
- 2) Elimination of slums and blight; or
- 3) Addressing an urgent community need

Additional CDBG funds have been approved for future improvements in the City which are discussed in the analysis section of this element.



H-Group Homes



The need for group home facilities is recognized in the City of Greenacres with its large percentage of elderly population. Sections 16-334 and 16-364 of the Zoning Ordinance allow for Adult Congregate Living Facilities (ACLF) as Special Exception uses in the Residential Medium Density (RM) and Residential High Density (RH) districts in the City. Three ACLF's have been approved in the City.

I-Mobile Home Parks

The only existing mobile home developments located within Greenacres City are two (2) ~~three (3)~~ mobile home parks detailed in Table 9. These two ~~three~~ developments represent approximately 2.7% of the total City acreage. Development standards for mobile home parks are outlined in Sections 16-391 through 16-401 and 16-796 through 16-801 of the City of Greenacres Zoning Code Regulations and allow for mobile home developments in the "Residential Mobile Home" (RMH) district. ~~Map No. 2 shows the location of these 2 mobile home parks.~~ (163.3177 Florida Statutes)

TABLE 9  
Mobile Home Parks - 2008

Name	Acres	No. Units (max. capacity)	Density (U.P.A.)
Pickwick Park	51.9	370	7.13
Colonial Coach Estates	49.28	326	6.62

Source: The City of Greenacres Planning and Engineering Department - February 2008.

TABLE 9  
Mobile Home Parks

Name	Acres	No. Units (Max Capacity)	Density (Units per Acre)
Pickwick Park	50.2	369	7.36
Colonial Coach Estates	49.5	326	6.59
Lago Palma	46.7	300	6.42

Source: Palm Beach County Property Appraiser Site

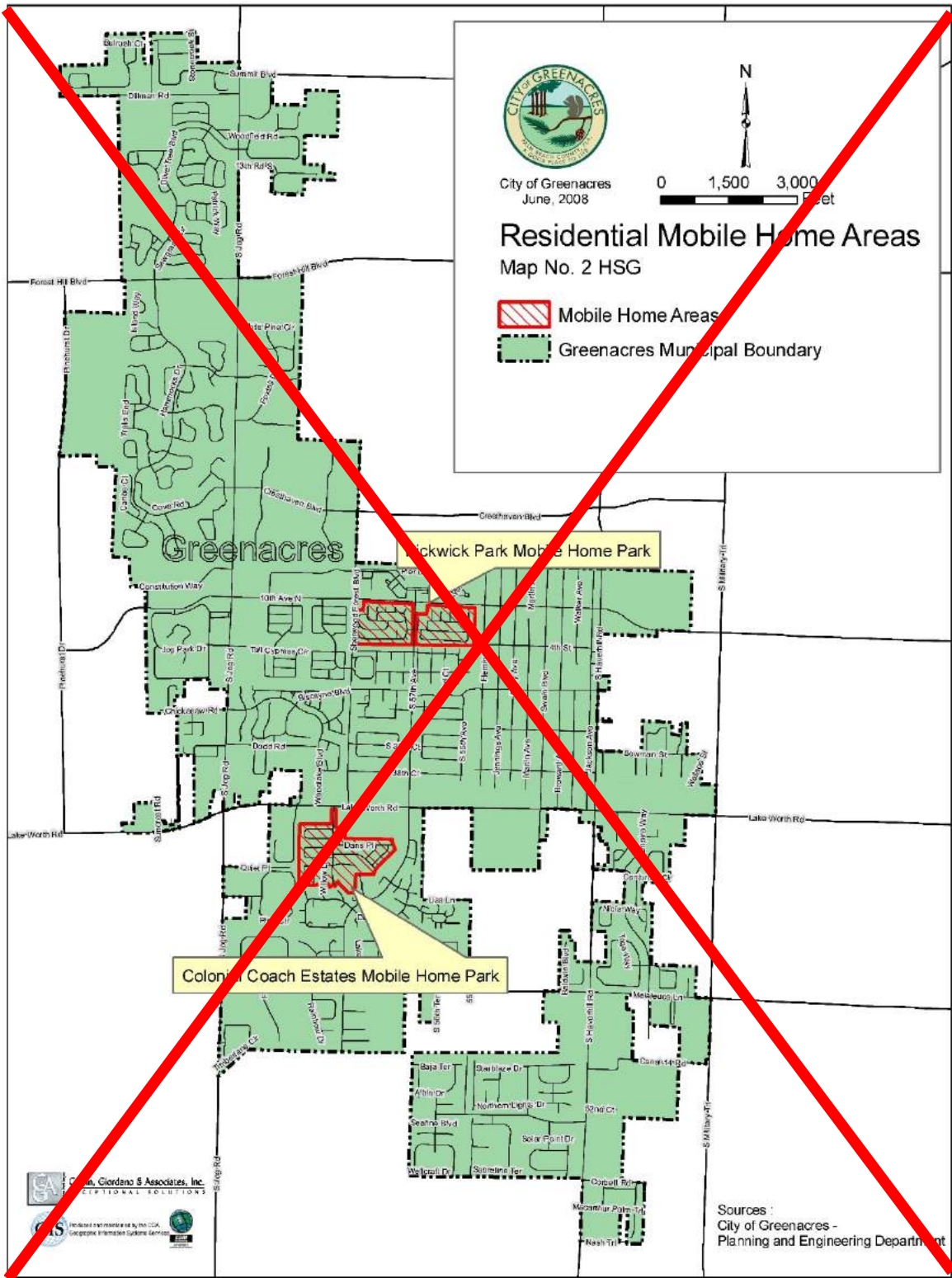
J-HISTORICALLY SIGNIFICANT HOUSING

According to the inventory in the "Florida Master Site File" and "National Register of Historic Places," there is no historically significant housing within the City. The City of Greenacres was surveyed in 2006 to determine the existence of properties that may be worthy of historical designation for grant purposes and of the eighty-two (82) dwelling units constructed prior to 1939, it was identified that most of the units were demolished and new homes constructed. (163.3177 Florida Statutes)

K-RECENT HOUSING ACTIVITY

4-New Construction

The City of Greenacres has experienced a sixty seven percent (67%) increase in the number of housing units during the 1987-2007 period. The City has not seen a substantial increase in new construction over the past 10 years. The increases in housing units have been due to annexations into the City and not from major construction. As population will increase in the future, the City will need to look for areas of redevelopment to meet future housing demand. (163.3177 Florida Statutes)





**TABLE 10**  
**Housing Changes 1987-December 2007**

Type	1987(1)	1997(2)	Dec. 2007(3)
	Total	Total	Total
Single-Family	1,714	2,937	4,583
Duplex	710	585	992
Multi-family	6,935	8,135	10,567
Mobile Home	702	702	696
<b>Total</b>	<b>10,061</b>	<b>12,359</b>	<b>16,838</b>

Source: (1) City of Greenacres 1989 Comprehensive Plan, Housing Element, 1989.

———— (2) Department of Engineering, Planning, and Building, January 1997.

———— (3) City of Greenacres Planning and Engineering Department, July 2008.

Table 10 shows new construction by type. The majority of activity has been multi-family development. There were 3,632 units or 53.5% of the units constructed between 1987 and 2007 classified as multi-family

**2- Demolitions, Conversions, Mobile Home Removals**

All the housing demolition in the City of Greenacres since 1980 is recorded on Table 11. Since 1980, 129 units were demolished. The number of demolitions increased markedly between 1997 and 2007 with the removal of old homes and the splitting of many older home sites in the Original Section of the City during the very active residential real estate market of the early 2000's.

166 units were converted from rental apartments to condominium ownership in 2005 [Lakeview Gardens (fka Nottingham Lakes) and The Laurels at Sherwood (fka Town Club Apartments)], however many of these units have been made available by their owners for rental. (163.3177 Florida Statutes)

**TABLE 11**  
**Demolition of Housing 1980-2007**

Year	1980-1988 (1)	1989-1996 (2)	1997-2007 (3)	Total
No. of Units	8	26	95	129

Sources: ——— (1) City of Greenacres Comprehensive Plan 1997.

———— (2) City of Greenacres Engineering, Planning & Building Dept. January 19, 1998.

———— (3) City of Greenacres Building Department July 23, 2008.

**IV. ANALYSIS**

**A. INTENT**

The basic housing consumption unit is the household. The demand of households, in large measure, determines where housing units will be located in relation to population. A household's ability to pay determines the housing choice, after location and surrounding environment have been considered. Households choose the location, amenities and community, as much as the specific housing type.

Choice depends largely on income, because the bulk of the housing stock is supplied by the private sector. With rising housing costs, fewer households are able to occupy afford new housing. ~~More~~ Some households must pay a greater share of their income for housing, and many more have fewer choices overall.



Consumers must often be matched with appropriate housing; this changes throughout a household's life cycle and varies by household type, which can include: single person households, large families, elderly households, households with school age children, "empty nesters" (couples whose children have left), female-headed households, one parent households, and other categories. An important part of analysis is studying the types of households and their income, age, family characteristics, size, race, ethnic background, and other socioeconomic factors to determine housing requirements.

**B. HOUSEHOLD TRENDS**

**1. Household Size**

In order to determine future housing needs of the City, it is necessary to project-analyze the number and size of households. The City of Greenacres has based its population projections as follows:

Four population projection techniques are used to project future needs. These techniques are patterned after the University of Florida Bureau of Economic and Business Research's (BEBR) county population projections. Trends established during a particular base period are measured and continued through a growth period. The projections are further refined to the City level utilizing Palm Beach County Planning, Zoning and Building Department, Planning Division's Population Allocation Model.

~~These methodologies and their actual figures were approved by DCA. The population projection methodology uses the linear, exponential, share and shift methods. These methods are approved by DCA and provided by the University of Florida within the Affordable Housing Needs Assessment Methodology. In 1990, the U.S. Census reported 8,236 households in the City of Greenacres. The Special Census of 1993 corrected this figure to 9,792. The 2000 Census reported 42,059-12,052 households, an increase of approximately 2,267 3,816 households. In 2020, the City's housing inventory accounted for 14,215 is projected to include 19,198 households, a 0.5% decrease from the 2020 unit total an increase of approximately 357 households per year. This reveals fluctuations in the housing growth pattern. (163.3177 Florida Statutes)~~

TABLE 12a  
Projected Household Size

	Actual (1)	Proj.(2)	Actual(3)	Actual(4)	Est.(4)	Proj.(4)	Proj.(4)	Proj.(4)
Household Size	1980	1990	1993	2000	2005	2010	2015	2020
1-2 persons	3,024	5,837	7,262	8,049	8,993	10,324	11,562	12,803
3-4 persons	1,887	1,903	2,068	2,952	3,324	3,823	4,276	4,719
5 or more	558	496	462	1,051	1,179	1,356	1,520	1,676
Total	5,469	8,236	9,792	12,052	13,496	15,500	17,358	19,198

Sources: (1) US Census, HC 80-10B11, July 1983.  
(2) Affordable Housing Needs Assessment, DCA, April 1996.  
(3) 1993 U.S. Special Census  
(4) Affordable Housing Needs Assessment prepared by the Shimberg Center, July 2008 download

Household Size	1980	1990	2000	2010	2020
1 person	3,024	5,837	8,049	4,870	3,794
2-3 persons	1,887	1,903	2,952	6,527	7,552
4 or more	558	496	1,051	2,885	2,869





**4. HOUSING**

Total	5,469	8,236	12,052	14,282	14,215
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Sources: (1) 1980 through 2020 US Decennial Census

TABLE 12b

Projected Household Size by Percent

	Actual(1)	Proj.(2)	Actual(3)	Actual(4)	Est.(4)	Proj.(4)	Proj.(4)	Proj.(4)
Household Size	1980	1990	1993	2000	2005	2010	2015	2020
1-2 persons	55.3	70.9	74.2	66.7	66.6	66.6	66.6	66.7
3-4 persons	34.5	23.1	21.1	24.4	24.6	24.7	24.6	24.6
5 or more	10.2	6.0	4.7	8.7	8.7	8.7	8.8	8.7
Total	100	100	100	99.8	100	100	100	100

Sources: (1) US Census, HC-80-10B11, July 1983.

———— (2) Affordable Housing Needs Assessment, DCA, April 1996.

———— (3) 1993 U.S. Special Census

———— (4) Affordable Housing Needs Assessment prepared by the Shimberg Center, July 2008 download.

TABLE 12c

Projected Population

1980(1)	1990(1)	1993(2)	2000(1)	2005(3)	2010(4)	2015(4)	2020(4)
8,780	18,683	22,310	27,569	31,270	32,688	33,718	35,926

Sources: (1) US Census.

———— (2) 1993 U.S. Special Census.

———— (3) University of Florida Bureau of Economic and Business Research (BEBR).

———— (4) Derived from P.B.C. Planning's Allocation Model based on March 2008 BEBR projections.

<b>TABLE 11</b>							
<b>Population Projections</b>							
Year	2020 <sup>1</sup>	2022 <sup>2</sup>	2025 <sup>2</sup>	2030 <sup>2</sup>	2035 <sup>2</sup>	2040 <sup>2</sup>	2045 <sup>2</sup>
Population	43,990	44,934	45,474	46,321	46,955	47,763	48,553

Sources: (1) 2020 Decennial US Census

(2) 2023 Palm Beach County Population Allocation Model, PBC PZB, PBC PAO - Palm Beach County Planning, Zoning & Building Department, Planning Division, link:

<https://discover.pbcgov.org/pzb/planning/Projects-Programs/Population-Demographics.aspx>

Comparing the data in Table 10, Table 12a11 and Table 12c12 shows that the City's average persons per household has been steadily rising, with more than half the units consisting of 3-4 persons per household. However, since the current population projections have recently been reduced to account due to the reduction of the population projections for Palm Beach County. The City's projections have therefore for the falling real estate market and the household projections may or may not have been so adjusted to reflect this change, the reduction in persons per household forecast should be treated judiciously and compared with new data as it becomes available (such as the 2010 Census). The recent increase in persons per household was not anticipated in the 1997 EAR Based Amendments and likely results from the large number of single-family residential units and family-oriented townhouse units built in recent years and a general demographic shift in the City. Persons per households (Table 12) have also increased during this time from averaging 1.6 persons per households in 1980 to 2.89 in 2020. As the City uses the Palm Beach



County Population Allocation Model, their estimated persons per household (2.57) was used to project future housing units needed for the increase in population. (163.3177 Florida Statutes)

TABLE 12d  
Persons per Household

1980	1990	1993	2000	2005	2010	2015	2020
1.6	2.27	2.28	2.29	2.32	2.11	1.94	1.87

Sources: Calculated from Table 12a and 12c above.

TABLE 12 Persons per Household (PPH)						
Year	1980 <sup>1</sup>	1990 <sup>1</sup>	2000 <sup>1</sup>	2010 <sup>1</sup>	2020 <sup>1</sup>	2022 <sup>2</sup>
Persons per Household	1.60	2.27	2.29	2.54	2.89	2.57

Source: (1) 1980 through 2020 Decennial Census  
(2) 2023 Palm Beach County Population Allocation Model, PBC PZB, PBC PAO - Palm Beach County Planning, Zoning & Building Department, Planning Division, link: <https://discover.pbcgov.org/pzb/planning/Projects-Programs/Population-Demographics.aspx>

2. Household Age Groups

A review of household age groups provides the City with additional information in identifying future household trends. For example, the special needs of the elderly residents will have a definite impact on the total housing market.

TABLE 13  
Population Projections by Age

	Actual(1)	Est.(2)	Actual(3)	Actual(3)	Est.(3)	Proj.(4)	Proj.(4)	Proj.(4)
Age	1980	1990	1993	2000	2005	2010	2015	2020
Less than 20 yrs.	2,200	3,805	4,373	6,311	7,522	8,783	9,710	10,746
20-34 yrs.	4,208	4,685	4,797	5,602	6,197	7,322	8,676	9,565
35-64 yrs.	5,552	5,908	7,117	9,147	10,699	12,296	13,367	14,266
65 & over	2,806	4,285	6,023	6,509	6,802	7,640	8,710	10,076

Sources: (1) US Census, HV 80-1-B11, July 1983.  
 (2) Affordable Housing Needs Assessment, DCA, April, 1996.  
 (3) 1993 U.S. Special Census.  
 (4) Affordable Housing Needs Assessment prepared by the Shimberg Center, July 2008 download.



TABLE 13 Population by Age					
Age	Actual Census <sup>1</sup>			Projection <sup>2</sup>	
	2000	2010	2020	2030	2040
Children Under 18	4,611	4,299	11,475	12,969	14,165
15-34 years	759	2,970	11,984	14,220	15,115
35-64 years	3,390	7,398	13,682	14,599	15,446
65 years & over	1,505	3,941	5,916	6,059	6,346

Sources: (1) Decennial Census 2000-2020  
(2) Affordable Housing Needs Assessment - Shimberg Center

The 1993 Special 2010 Census showed the dominant age group to be 35-64 years, making up 31.9 percent of the total population. This had increased to 33.2 percent by the 2000 Census. but is projected to remain the dominant group but drop back down to 31.9 percent by 2020. Children under 18 and the 15-34 and 35-64 age groups are expected to increase the most in 2030 and 2040. (163.3177 Florida Statutes)

### 3. Household Income

Table 14 is a projection of household incomes through the year 2020. By plotting these projected groups of income, it is possible to determine the type of housing needed to meet the needs of anticipated future populations.

Table 14 shows the percentage of all household incomes staying essentially the same with the most significant shift between 2020 and 2025 through 2020.

TABLE 14  
Households by Household Income

Household Income	2000		2005		2010		2015		2020	
	Count	%	Count	%	Count	%	Count	%	Count	%
<30% AMI	1,292	11%	1,436	10%	1,649	10%	1,849	11%	2,059	11%
30.01-50% AMI	1,367	11%	1,513	11%	1,732	11%	1,950	11%	2,180	11%
50.01-80% AMI	2,282	19%	2,552	19%	2,934	19%	3,298	19%	3,652	19%
80.01-120% AMI	2,352	20%	2,645	20%	3,044	20%	3,411	20%	3,766	20%
120.01%+ AMI	4,755	39%	5,350	40%	6,143	40%	6,848	39%	7,539	39%
<b>Total</b>	<b>12,048</b>	<b>100%</b>	<b>13,496</b>	<b>100%</b>	<b>13,762</b>	<b>100%</b>	<b>17,356</b>	<b>100%</b>	<b>19,196</b>	<b>100%</b>

Source: Affordable Housing Needs Assessment prepared by the Shimberg Center, July 2008 download.  
AMI = Area Median Income

TABLE 14 Population Projections										
Household Income	2020	%	2025	%	2030	%	2035	%	2040	%
<30% AMI	1,591	12%	1,680	12%	1,750	13%	1,806	13%	1,857	13%
30.01-50% AMI	2,166	17%	2,281	17%	2,370	17%	2,444	17%	2,507	17%
50.01-80% AMI	3,035	24%	3,203	24%	3,332	24%	3,439	24%	3,530	24%
80.01-100% AMI	1,361	11%	1,434	11%	1,489	11%	1,534	11%	1,573	11%
100.01%+ AMI	4,614	36%	4,854	36%	5,039	36%	5,191	36%	5,322	36%
<b>Total</b>	<b>12,767</b>	<b>100%</b>	<b>13,452</b>	<b>100%</b>	<b>13,980</b>	<b>100%</b>	<b>14,414</b>	<b>100%</b>	<b>14,789</b>	<b>100%</b>

Sources: Affordable Housing Needs Assessment prepared by the Shimberg Center: Households by Tenure & Income (2010-2040 Estimates & Projections)



AMI = Area Median Income

**C. FUTURE HOUSING NEEDS**

Housing in the City of Greenacres, as in most suburban areas, is the major land use. Approximately 65 83 percent of the City's land area is in residential development. (See Table 17). Of the City's current dwelling units as of the end of 2007 2020, 95% 93% were built after 1970. In addition, 41% of the units have been built in the last 20 years (1987-2007). (163.3177 Florida Statutes)

**Private Sector**

a) Responsibility

The responsibility for providing housing in the City of Greenacres has always rested with the private sector. However, supplying adequate housing for low- and moderate-income families has proved to be difficult due to the unprofitability of such construction. The City of Greenacres however has an adequate supply of low and moderate-income housing.

Since the City's role is limited in delivering housing, the private sector (construction industry), will control the successful delivery of an improved housing product. The City can best assist by assessing overall housing needs, providing a positive regulatory environment, and developing incentives and land use and zoning regulations to meet recognized housing needs that the private market otherwise would not.

(b) Restrictions (City Control)

~~Absolutely essential~~ Essential to any housing development are the supporting services, systems, and facilities. Recognition of this has led the City of Greenacres to require that new residential development be accomplished with provisions for adequate facilities and services. The fiscal constraints upon the City will no longer permit indiscriminate development without regard for how such services will be provided. Enforcement of these requirements is carried out through the City Zoning Code and Subdivision Regulations including site and development plan and plat review processes.

2. Cost

**Attainable Cost Comparison**

~~Based on the 2007 Final Tax Roll for the City of Greenacres prepared by the Palm Beach County Property Appraiser, the average value of single-family homes in the City is \$180,144 and the average value of condominium multi-family homes is \$167,857. As shown in the Tables 4 through 7 of this Element, the average rent as well as homeowner costs are lower than the County average. In addition, median household income is also below the County average. As housing costs continue to increase in the County and the South Florida Region, residents within Greenacres will also see increases in housing costs in the future. The only way to help control those costs would be in the development of attainable housing which will provide housing opportunities to residents wanted to call the City home. (163.3177 Florida Statutes)~~

~~During 2007, according to information from the Palm Beach County Property Appraiser's Property Appraiser Public Access (PAPA) system, there were 464 relevant residential sales for a total value of \$87,852,488. This equates to an average sale value of \$192,405.~~

~~Calculations by the Palm Beach County Planning Division show the following for the County's Workforce Housing Program (May 2008):~~

~~TABLE 15  
Workforce Housing Attainable Costs~~



Income Level	Rent \$	Sales Price \$
Low (60-80% AMI)	1,287	164,000
Moderate (81-100% AMI)	1,450	189,000
Moderate (101-120% AMI)	1,771	240,000
Middle (121-150% AMI)	2,173	304,000

Source: Greenacres City Final Tax Roll (2007) — Palm Beach County Property Appraiser

The Area Median Income for Palm Beach County in March of 2007 was \$61,200 for a family of four and the above calculations are based on this.

The average values of units in the City in 2007 at \$180,144 for single family and \$167,857 for condominiums are between the “Low” and lower “Moderate” sales prices of \$164,000 and \$189,000, and the average sale amount of \$192,405 for all units sold during 2007 is only slightly above the lower “Moderate” sales price of \$189,000. Therefore, even though units are valued and for sale at a wide variety of prices, the average for Greenacres is solidly in the Low and Moderate affordable range.

a) ——— Regulatory Barriers

According to the “Study of Subdivision Requirements as a Regulatory Barrier (April 2007) prepared for the U.S. Department of Housing and Urban Development by the National Association of Home Builders Research Center, subdivision requirements can have a significant impact on the cost of housing production. The land and site development standards with the most impact are lot size, interior square foot floor area, and lot width (page 6-2 of the study). The term “lot size” used in the study is equivalent to “minimum lot area” used in the City’s Zoning Code, the term “interior square foot floor area” used in the study is equivalent to “minimum living area” used in the City’s Zoning Code, and the term “lot width” is the same in both documents.

The study proposed benchmarks (pages 4-2 and 4-2) to be considered the minimum standards to protect health and welfare and stated that standards more stringent than these would impose undue cost onto housing. The benchmarks were divided into “within and MSA” and “not within an MSA”, with MSA meaning U.S. Census Bureau Metropolitan Statistical Area. Greenacres is part of the 33100 Miami-Fort Lauderdale-Pompano Beach MSA.

The benchmarks are compared below in Table 16 with the requirements of the City’s RM-2 zoning district, both in conventional development and in Planned Unit Development (PUD) types of subdivisions.

TABLE 16  
Single Family Subdivision Benchmarks and Requirements

Criteria	Benchmark		Zoning Code Requirement	
	Mean Value w/in MSA	Mean Value not w/in MSA	RM-2 Conventional	RM-2 PUD**
Lot Size (sq.ft.)	4,250	9,411	5,000	3,600
Living Area (sq.ft.)	981	1,481	1,000*	1,000*
Lot Width (feet)	39	54	50	36

Notes: \* Based on 1 bedroom home. Add 200 sq.ft. for each additional bedroom.

————— \*\* Using standards in 16-779 and flexible regulations in 16-781 for zero lot line type development.

Benchmarks based on “Study of Subdivision Requirements as a Regulatory Barrier (April 2007)”, NAHB Research Center.



Requirements based on City of Greenacres Zoning Code (August 2008).

~~As can be seen, the City's RM-2 district, a medium density district with a maximum density of 7 units per net acre, compares favorably with the benchmarks for areas within an MSA. In fact, the PUD standards are less stringent than some of the benchmarks and would, therefore, be a regulatory incentive for low cost housing rather than a barrier.~~

The City's Zoning Code was amended in November of 2000 (ZTA-00-02) to create the new PUD standards used in the analysis. It was also amended in June of 2002 (ZTA-02-03) to revise the conventional development requirements specifically to facilitate the construction of single-family housing. The minimum lot width was reduced by 33% (from 75' down to 50') and the minimum lot area was also reduced by 33% (from 7,500 sq.ft. down to 5,000 sq.ft.). These changes were made to further the Goals, Objectives, and Policies of the Housing Element.

Recently, the City Council has directed staff to create a new land use category which will provide more attainable housing through the establishment of a new mixed-use land use category to provide the ability to construct all types of housing opportunities. This Multiple Land Use category is also proposed to contain incentives for developers to building attainable housing. Also, the City plans to include parcels along major arterials and within Spheres of Activity as depicted within the Future Land Use Element.

3.-----Tenure and Number

The data in Table 17 was developed by the Florida Housing Data Clearinghouse at the University of Florida's Shimberg Center for Affordable Housing. It provides an estimate and projections of the number of renting and owning households in the City of Greenacres that are/will be low-income and severely cost-burdened. Low-income is defined as having an income below 80% of the Area Median Income. Severely cost-burdened is defined as having to spend 50% or more of income for rent or mortgage costs.

Quoting from the Shimberg Center's Overview of Needs Summary Indicator:  
"This indicator encompasses a broad range of households likely experiencing distress because of their housing costs. With their low incomes, the large portion of income taken up by housing costs is likely to limit these household's ability to afford other necessities." (163.3177 Florida Statutes)

TABLE 17  
AHNA Affordable Housing Need Summary 2005-2020

Tenure	2005	2010	2015	2020
Renter	702	812	910	1,003
Owner	784	895	1,000	1,114

Source: Affordable Housing Needs Assessment prepared by the Shimberg Center, July 2008 download.



**TABLE 17**  
**AHNA Affordable Housing Need Summary 2020-2040**

Tenure	2020	2025	2030	2035	2040
Renter	1,591	1,680	1,750	1,806	1,857
Owner	2,166	2,281	2,370	2,444	2,507

Source: Affordable Housing Needs Assessment prepared by the Shimberg Center; 2010-2040 %AMI

**4. Rural and Farm Worker Households**

Within the City of Greenacres, there are no rural or farm worker households due to the absence of agricultural developments in the City and neighboring areas.

**5. Vacancy Rates**

Vacancy rates tend to vary with the price range and supply of available housing. Low vacancy further limits choice and availability. Low vacancy rates and high housing costs lessen the availability and choice of housing for low and moderate-income families.

**6. Future Land Requirements**

**TABLE 18**  
**Population Projections and Proposed Households**

Year	2022	2025	2030	2035	2040	2045
Population <sup>1</sup>	44,934	45,474	46,321	46,955	47,763	48,553
Households <sup>2</sup>	17,481	17,691	18,027	18,582	18,889	19,151

Sources: (1) 2023 Palm Beach County Population Allocation Model, PBC PZB, PBC PAO - Palm Beach County Planning, Zoning & Building Department, Planning Division, link:

<https://discover.pbcgov.org/pzb/planning/Projects-Programs/Population-Demographics.aspx>

(2) Households calculated using 2022 persons per household calculation (2.57 PPH) from the 2023 Palm Beach County Population Allocation Model.

The number of households in the City of Greenacres will grow from the estimated ~~13,496~~ 17,481 in 2005 ~~to 49,198~~ 17,691 in 2020 ~~2030~~ and 18,582 in 2035 based on data obtained by the Palm Beach County Planning and Zoning Department, Planning Division. ~~Although there have been unstable fluctuations in household units over the past 21 years, the~~ The growing population and increased demand for housing in the City in the upcoming years. The City had ~~16,408~~ approximately 15,448 dwelling units at the end of 2005 ~~2021~~, meaning 18% ~~with 1,332 (9%)~~ were designated as vacant or seasonal. If the same rate is assumed, the City will need 23,412 dwelling units to accommodate the projected 19,198 households in 2020. However, recent trends suggest an increase ~~reduction~~ in seasonality (occupancy by full-time households of condominium units initially developed as seasonal dwellings, for example). This, combined with lower vacancy and higher density redevelopment in selected areas, will allow the City to accommodate the projected households by adding significantly less than the 7,004 dwelling units otherwise projected (~~23,412 - 16,408 = 7,004~~) to accommodate 540 units by 2030 and 786 units by 2035. Furthermore, without lower vacancy and higher density, the limited land available for development in the City will constrain the number attainable households that can be added.

A more detailed account of the future availability of land is found in the Future Land Use Element of this plan. However, Table 17 shows a brief breakdown of land use types by percentage.

TABLE 18  
Availability of Land 2007



USE	ACREAGE	PERCENTAGE
Residential	2,393.03	64.63
Commercial	330.20	8.92
Mixed Use	38.57	1.04
Public/Semi-Public	258.59	6.98
Open Space/Recreation	107.50	2.90
Roadways *	29.70*	11.60
Waterways *	34.03*	0.92
Study Area Zone **	111.53**	3.01
TOTAL	3,703.15	100

\*Include all platted roadways and waterways.

\*\*Includes land recently annexed into the City which still retains its Palm Beach County future land use and zoning designations.

Source: The City of Greenacres Planning and Engineering Department February 2008

**D. HOUSING DELIVERY SYSTEM**

**4. Infrastructure (Impact Fees)**

Since the City of Greenacres owns no utility systems, City impact fees are not charged to new developments for infrastructure. The Palm Beach County Water Utility Department reviews the capacity of infrastructure (potable water and sanitary sewer) per proposed City development site plans, and imposes connection charges. Countywide impact fees for roads, schools, and libraries are collected by the City and forwarded to the County. The City's subdivision code requires dedication of land for government services and recreation, or a payment in lieu of dedication, for all new residential developments.

**2. Provisions of Adequate Residential Site**

**a) Low- and Moderate-Income Families (Section 8): (163.3177 Florida Statutes)**

The need for specific sites to be designated for "low-income" housing is negated, since any existing structure may provide needed low-income housing simply through the application of the Section 8 certificate rental assistance through HUD.

**b) Group Homes/Foster Care Facilities**

At present and as defined in Florida Statutes Chapter 419.001, there are no group homes, community residential homes, or foster care facilities licensed or funded by the Florida Department of Health and Rehabilitative Services within the City. However, they are permitted as a "special exception" in the City's medium- and high-density residential zoned areas.

However, in accordance with Chapter 419.001(2), F.S., community residential homes with six or fewer residents are deemed a single-family unit and a noncommercial, residential use for the purpose of local laws and ordinances and are not required to receive site plan or zoning approval from the City when the site is located within a single-family or multi-family zoning district. However, at the time of home occupancy, the sponsoring agency must notify the local government that the home is licensed by the licensing entity.

**c) Mobile Homes**

The provision of adequate sites for housing the low- and moderate-income families through mobile homes cannot be controlled by the City to the extent of reserving homes for particular income levels. The City of Greenacres Zoning Code does not allow for mobile home units except in those areas (identified earlier on Map No.2) currently utilized as a mobile home park. Both All three areas are classified as Mobile Home Parks in the Zoning Code.





**E. ELIMINATION OF SUBSTANDARD HOUSING; STRUCTURAL AND AESTHETIC IMPROVEMENT OF HOUSING**

**4. Community Development Block Grant (CDBG) Target Area**

CDBG funds can be expended for many programs and projects that assist not only low- and moderate-income persons, but also the elderly and ~~the handicapped~~ residents with a disability. Although CDBG funds are used primarily for infrastructure improvements, housing rehabilitation, code enforcement and economic development, the City of Greenacres should continue to coordinate all redevelopment activities with Palm Beach County Housing and Community Development in the future.

The area targeted for the CDBG program is the Original Section of the City (~~identified earlier on Map No.1~~). The most recent improvements include:

- 1)Original Section Drainage Improvement
- 2)~~Ira Van Bullock Park Expansion~~
- 3)~~Community Center Parking Lot Phase 2~~
- 4) ~~Street Improvements north of 10<sup>th</sup> Avenue North~~
- 5) ~~Sidewalks north of 10<sup>th</sup> Avenue North~~
- 6) ~~Sidewalks south of 10<sup>th</sup> Avenue North~~
- 2)Original Section – Lift station

**Non-Community Development Block Grant Areas**

Outside the CDBG Target Area, problems and opportunities are different. While the majority of this housing stock is standard, there are some neighborhoods which are beginning to show signs of deterioration. The housing plan in these areas of the City focuses on ~~conservation~~ rehabilitation and new development.

The monitoring of housing conditions in older neighborhoods is recommended in this plan. At present, the City of Greenacres inspects only those units under construction (new housing) and rental units. Some violations limited to general maintenance and upkeep of property have been monitored through the Code Enforcement Program. This plan recommends that a maintenance and inspections program for rentals be maintained in order to monitor the conditions of the existing housing supply.

**V. PLAN FOR HOUSING**

**A. HOUSING APPROACH**

The City's planning approach to Housing is based upon three (3) cardinal tenets:

- 1) The provision of new housing units that are safe, decent and sanitary for all segments of the City's population. ~~More succinctly, such housing should encourage a multitude of housing types (cost, structure, style and location);~~
- 2) The ability to maintain, preserve and enhance the existing housing stock; and
- 3) Ensure that new housing units and housing occur within the framework of proper growth management i.e., the availability of public facilities concurrent with the impacts of such development.



The precepts to achieving these broad tenets are detailed within the action and implementation measures stated as components of the Goals, Objectives and Policies depicted later in this Element. ~~However, additional information regarding the intent of the City's housing approach is in order.~~

**4. New Housing Starts**

The City of Greenacres, as a local government, is not the direct provider of housing. Therefore, to ensure that safe, decent and sanitary housing is made available to the various population segments, the City must work cooperatively with the private sector in addressing this situation. The City may achieve success in this regard by creating a regulatory environment that is positive and streamlined. Several measures that are indicative of this regulatory environment include:

- a) Continue to streamline the review process to ensure ~~that~~ over regulation and needless review are eliminated while maintaining appropriate quality control.
- b) Provide incentives to the private sector in terms of density bonuses or reasonable incentives in exchange for development that meets the public need.
- c) Continue to encourage the utilization of planned unit development, cluster housing, zero lot line, mixed-use, and other development techniques that benefit both public and private interests.
- d) Evaluate and amend land development regulations to encourage cost effectiveness for the private sector and to ensure protection of the health, safety and welfare of the public.
- e) Encourage and investigate programs that assist the development community in the provision of housing.
- f) Where applicable and appropriate, work in partnership with the development community on mutual issues and concerns.

**2. Maintenance Effort**

A second indication of a healthy and viable housing stock is the City's ability to maintain, preserve and enhance the existing housing supply. Generally, a number of programs are necessary to accomplish the task.

a) Rental Housing Maintenance Inspections Program

It is paramount that existing units be examined for code deficiencies that occur over time. ~~A rental housing maintenance inspection program is the first way to ascertain whether or not housing, fire, building, electrical and plumbing codes are being met. "Municipal Housing Code Inspection Programs" are the key to the Nation's few successful programs to preserve old homes and neighborhoods.~~ Housing inspection is the primary tool available to ensure the continued maintenance and viability of most residential neighborhoods. Without accurate and timely housing maintenance inspections, rehabilitation, code enforcement, and necessary demolitions cannot be conducted effectively. As a secondary benefit, a ~~databank~~ database on housing conditions ~~is~~ should be created and maintained for future housing program planning.

b) Demolition Program - ~~9J-5 FAC~~ 163.3177 Florida Statutes

Requires that the Housing Element address the elimination of substandard housing units. A detailed inventory of substandard units can be developed by utilization of the Rental Housing Maintenance Inspection Program above, which the City of Greenacres has developed and is being implemented.

c) ~~Enforcement Action~~

Strong enforcement of building, fire, plumbing, electrical and housing regulation will serve to extend the useful life of housing within the City.

**3. Proper Growth Management**



## 4. HOUSING

Item # 8.

This particular component of the plan calls for the provision of public facilities concurrent with the impacts of residential development; therefore, all residential development shall be accompanied with provisions for adequate public facilities. State required “concurrency” mandates that facilities must be in place prior to approval for development.



## DATA AND ANALYSIS

### 1. INTRODUCTION

#### A. Purpose

This Element has been prepared to meet the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes (F.S.). It is to provide for necessary public facilities and services correlated to future land use projections. In relevant part, the regulation requires comprehensive plans to describe:

- 1) Sanitary sewer, solid waste, stormwater management, potable water, and aquifer recharge protection problems and needs;
- 2) Ways to provide for future requirements; and
- 3) General facilities that will be required for solution of the problems and needs.

This Element updates the various master plans for facilities which serve the City of Greenacres. The update covers a planning period of ten years beginning with the year 2022 and projecting future conditions for the years 2027 and 2035. Facility needs and implementation plans have been re-evaluated based on the most current demographic and land use data and projections, using the same methodologies as in the original construct of the master facility plans wherever possible.

#### B. Organization

This Element is divided into five (5) sections which contain support documents, summarizing the data and analyses on which the Element is based; and the goals, objectives, and policies for the Element, as adopted in the Comprehensive Plan for the City. The support documents are presented as sub-elements for the various facilities dealt with in the element and for natural groundwater aquifer recharge areas. Each sub-element includes:

- 1) Background information about relevant terms, concepts and regulatory provisions;
- 2) A survey of existing conditions which include a capacity analysis of each facility;
- 3) An assessment of existing and future needs and recommendations for meeting those needs expressed in five-year time frames; and
- 4) Each sub-element will contain its own individual table of contents, list of tables, and list of maps.



### II. A. SANITARY SEWER

#### 1. INTRODUCTION

##### Purpose

The purpose of the Sanitary Sewer Sub-Element is to ensure that sanitary sewer will be provided concurrently with the demand for services, to identify safe disposal methods for treated wastes, and to establish the level of service for sanitary sewer.

##### a. History

The City of Greenacres is provided wastewater collection and treatment services by Palm Beach County Water Utilities Department (PBCWUD). System No. 2 was formed in 1973 by an agreement between Palm Beach County and Utilities Development Company (UDC), a private corporation.

Initially Palm Beach County allowed UDC to construct a wastewater treatment plant on a 9.58-acre County owned site, located adjacent to Florida's Turnpike, south of Forest Hill Boulevard; and a water treatment facility, on County property approximately one mile east of the wastewater treatment plant, off Pinehurst Drive. In September of 1974, the entire system was sold to Palm Beach County.

##### b. Overview

Residents of the City of Greenacres presently receive service from two distinct sources, the Palm Beach County Water Utilities Department, and private septic tanks.

##### 1) Palm Beach County Water Utilities Department

PBCWUD owns and operates regional facilities. The City of Greenacres does not own or operate any wastewater facilities: however, the current and future boundaries are contained within the service area of PBCWUD.

To ensure economic efficiency in the operation of the regional sanitary sewer facilities, Palm Beach County Water Utilities Department has adopted regulations which require commercial and residential developments to connect to the PBCWUD's sewer system when service is made available. The Palm Beach County Water Utilities Department has also adopted design standards and review procedures to ensure that all connections to the system are compatible with the system design.

The Florida Department of Environmental Protection (FDEP) is responsible for ensuring that the state fulfills responsibilities assigned to it under PL 92-500. FDEP has adopted rules for the regulation of wastewater facilities in Chapter 17-6 FAC.

##### 2) Septic Tanks

Septic tanks are regulated by the Palm Beach County Public Health Unit (PBCPHU). The Florida Department of Health and Rehabilitative Services (HRS) regulates septic tank and drain field installation within the State. These requirements have been adopted by rule in Chapter 10D-6, FAC. Palm Beach County Public Health Unit has adopted local rules and regulations for septic tank installation consistent with Chapter 10D-6. Septic tanks are being utilized in the original section of the City of Greenacres, Sherwood Forest, Pine Country and Sunland Estates subdivisions.



PBCPHU regulations adopted as Environmental Control Rule I (ECRI) regulate all aspects of septic tank use, installation, discontinuance, abandonment, etc. The ECRI is applicable in incorporated and unincorporated areas and the City coordinates efforts with PBCPHU. The following are excerpts from ECRI dealing with existing systems:

**Existing System:** Any existing septic tank system which remains in satisfactory operating condition shall remain valid for use in accordance with the State's Environmental Control Rule 1 and permit under which it was approved. If the use of a building is changed with additions or alterations to a building which will increase sewage flow or change sewage characteristics, any on-site sewage disposal system serving such building shall be upgraded to comply with the current public health provisions.

**Discontinuance:** Any existing on-site sewage disposal system installed under previous rules and regulations which becomes non-conforming with this Section for conditions or purposes as approved, and which has not been placed in use for a period of one (1) year or more, shall be deemed unapproved and its use for such purpose prohibited.

**Abandonment:** Whenever an approved sanitary sewer is made available under the conditions set forth in Sec. 16.1.E.1.a (sanitary sewer system available), any on-site sewage disposal system shall be abandoned, and the sewage wastes from the residences or building discharged to the sanitary sewer within ninety (90) calendar days thereafter. When use of an on-site sewage disposal system is discontinued, it shall be abandoned and its further use for any purpose prohibited.

**Responsibility for Inspection:** It shall be the duty of the PBCPHU to conduct such technical inspections as are reasonable and necessary to determine compliance with the provisions of this section.

**c. Terms and Concepts**

The collection system is composed of a network of sewer pipes which collect sewage (also called wastewater) from individual establishments and convey it to a central location for treatment. The collection network is generally laid out in a pattern roughly analogous to the branching pattern of a tree. This classification scheme identifies sewers according to their size since sewage flow within the network is from the periphery toward the treatment plant. Trunk mains are defined as sewers which connect directly to and convey sewage to an interceptor. For more complex regional facilities, sewer mains will also be addressed.

Due to the relatively level terrain of Palm Beach County, a pumping system is used in conjunction with the major components of the regional collection systems. This allows sewage to be conveyed under pressure against the force of gravity and for long distances at minimal slopes. In conjunction with this type of system, the term "force main" is often applied to pressurized sewers without regard to their location within the network.



## 2. INVENTORY & ANALYSIS

**a. Operator and Service Area**

Palm Beach County Water Utilities Department (PBCWUD), which serves the City of Greenacres, has prepared master plans for its entire system. The plan divides the service area into two (2) regions. The dividing line between the central and southern regions is Lake Worth Road.

1) Geographic Service Area

The Central Region is served by the East Central Region Wastewater Treatment Plant (ECR), which is operated by the City of West Palm Beach. The plant is owned by Palm Beach County Water Utilities Department and the cities of West Palm Beach, Lake Worth, Riviera Beach and the Town of Palm Beach. Of the 70 million gallons per day (mgd) capacity, 24.5 mgd is allocated to PBCWUD. The Southern Region is served by Southern Region Wastewater Treatment Plant and two other plants. See the map of the Water Utility Service Area for a full depiction of the geographic service area.

Based on the PBCWUD master plan, the city of Greenacres is within both the central and southern regions.

2) Land Uses Served

PBCWUD serves a variety of existing land uses in its service area including general residential, commercial, and industrial land uses. The raw sewage generated throughout the entire service area is typical of domestic sewage generated throughout South Florida. Few of the sewage connections are commercial, and most of the commercial connections, such as retail establishments or restaurants, generate sewage typical of a domestic connection. However, waste strength does vary during the year, mostly because of dilution with stormwater during the wet season when infiltration/inflow is highest.

**b. General Performance- Level of Service**

The existing Level of Service of the PBCWUD system is 85 gallons of wastewater produced and treated per capita per day as outlined in Palm Beach County's Comprehensive Plan. This level of service adopted by Palm Beach County will be the same for the City of Greenacres since the City is served by PBCWUD.

**c. Impact on Natural Resources**

1) Treatment Plants

Because all sewage treatment facilities are located outside of the City of Greenacres, there is no real impact on the natural resources of the City. Effluent disposal from the treatment plants is through deep well injection and on-site irrigation.

Permitting of a deep well in Southeast Florida is the responsibility of the Florida Department of Environmental Protection (FDEP) with concurrence of the South Florida Water Management District (SFWMD) and the local County agency. SFWMD has been discouraging new deep wells for effluent disposal to promote effluent reuse options. The long-term permeability of deep well disposal is questionable at this time without at least some provisions for reuse of a portion of the effluent from a given wastewater plant.



### 2) Septic Tanks

Septic tank systems provide on-site wastewater treatment for both residential and small-scale commercial developments used by a small portion of the City of Greenacres residents. The majority of these residential units are older, single-family units.

Effluent from septic tank systems is discharged to the drain field where it is allowed to percolate into the soil. Soil permeability and depth to the water table are limiting factors on septic tank performance and may require construction of elevated drain fields to ensure adequate performance.

#### a) Suitability of Soils

Favorable soil properties and site features are needed for proper functioning of septic tank/drain absorption fields. "Septic tank absorption fields are subsurface systems of tile or perforated pipe that distribute effluent from a septic tank into the natural soil." Properties that affect absorption of effluent are:

1. Permeability;
2. Depth to seasonal-high water table;
3. Depth to bedrock, and;
4. Susceptibility to flooding.

Basinger (Ba) and Myakka (MK) are the two types of soil identified by the U.S. Department of Agriculture, Soil Conservation Service, which make up the City of Greenacres' septic tank areas. "Both soils have a septic tank absorption field rating of severe," due to the high water table and contamination of local ground water.

The soil survey rates all soils within the county as having moderate or severe limitations for septic tank drainage fields. Both ratings indicate that special planning, design, or maintenance is needed to overcome the limitations, with possible significant increased construction cost and maintenance requirements for severe conditions. The soil survey provides detailed soil maps suitable for determining specific site limitations and are found in the Future Land Use Element of this Plan.

#### b) Future Conditions

Some of the septic tank areas in the City could represent a potential health risk where water wells are involved. However, this situation has been addressed through the installation of a water distribution system in the original section of the City. The City of Greenacres encourages the use of a sanitary sewer system over septic tank use. However, the rate which septic tank conversion will occur is unpredictable at this time. Factors which could influence this conversion are:

1. Availability of sanitary sewer service;
2. The threat or occurrence of a public health hazard, and/or;
3. Financing.

Few additional septic tanks are anticipated to be approved in the City. As growth continues, developers will be required to connect to the PBCWUD Systems. Since treatment plant capacities were based on total population figures, sufficient





treatment plant capacity will be available to accommodate the additional waste flows generated from these septic tank conversions.

The septic to sewer project is projected to be completed in 3 years with the following Phasing Plan:

**FY 2023, Phase 1, Original Section Septic to Sewer North Project:** Currently underway, this phase consists of the construction of approximately 1,500 linear feet of gravity sewer connection on Swain Boulevard from Ira Van Bullock Park to Biscayne Drive to the existing lift station on the Ira Van Bullock Site. The work consists of furnishing and installation of gravity sanitary sewer mains and manholes between 6' and 16' deep sanitary sewer lateral pipes, sewer clean outs, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, and all other incidental work.

**FY 2024, Phase 2, Original Section Septic to Sewer North Project and Phase 1 Original Section Septic to Sewer South Project:** The work related to the Original Section Septic to Sewer North Project consists of the construction of a gravity sewer connection on Martin Avenue and Perry Avenues, between 4th Street and Biscayne Drive to the existing lift station on the Ira Van Bullock Site. The Original Section Septic to Sewer South Project consists of the construction of the gravity sewer along Swain Blvd, between Biscayne Drive and Lake Worth Road. The work consists of furnishing and installation of gravity sanitary sewer mains and manholes, sanitary sewer lateral pipes, sewer clean outs, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, and all other incidental work.

**FY 2025, Phase 3, Original Section Septic to Sewer North Project and Phase 2 Original Section Septic to Sewer South Project:** The work related to the Original Section Septic to Sewer North Project consists of the construction of a gravity sewer connection on Broward Avenue and Walker Avenues, between 10th Avenue North and 4th Street and Jackson Avenue, between 10th Avenue North and Biscayne Drive to the existing lift station on the Ira Van Bullock Site. The Original Section Septic to Sewer South Project consists of the construction of the gravity sewer along Swain Blvd, between Biscayne Drive and Lake Worth Road. The work consists of furnishing and installation of gravity sanitary sewer mains and manholes, sanitary sewer lateral pipes, sewer clean outs, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, and all other incidental work.

**d. Regulatory Framework**

Favorable soil properties and site features are needed for proper functioning of septic tank/drain absorption fields. "Septic tank absorption fields are subsurface systems of tile or perforated pipe that distribute effluent from a septic tank into the natural soil." The Federal Water Pollution Control Act (PL 92-500) is the controlling national legislation relating to the provision of sanitary sewer service. The goal of this act is the restoration and/or maintenance of the chemical, physical and biological integrity of the nation's waters. The act established the national policy of implementing areawide waste treatment and management programs to ensure adequate control of sources of pollutants. Under Section 201 of PL 92-500, grants are made available to local governments to construct facilities to treat "point sources" of pollution, which include effluent from sewage treatment processes. The U.S. Environmental Protection Agency is responsible for implementing the act.

The Florida Department of Environmental Protection (FDEP) is responsible for ensuring that the State carries out responsibilities assigned to it under PL 92-500 and has adopted rules for the regulation of wastewater facilities. These rules apply to facilities which treat flows exceeding 5,000 gallons per day for domestic establishments, 3,000 gallons per day for food service establishments, and where the sewage contains industrial or toxic or hazardous chemical wastes. The Florida



Department of Health and Rehabilitative Services (HRS) regulates septic tank and drain field installation within the state.

## II. B. SOLID WASTE

### 1. INTRODUCTION

#### Purpose

The purpose of the Solid Waste Sub-Element is to ensure that capacity is available to support the City's future population, that adequate disposal methods in accordance with Federal, State and Local regulations are being implemented, and that all necessary steps to preserve landfill capacity are being implemented.

#### a. History

The Solid Waste sub-element is a requirement of Chapter 163, F.S. The collection of solid waste in the City of Greenacres is provided through contractual agreements with private haulers. The City entered into a franchise agreement with Williams Sanitation Service to collect garbage and trash within the City for a five-year period from January 1, 1972 to December 31, 1976. The contract also offered Williams Sanitation the option to renew the contract for an additional five-year period under the same terms and conditions as the original agreement.

Waste Management (WM), Inc. currently holds the exclusive franchise for garbage collection and recycling within the City of Greenacres.

The Lantana Road Class 1 Landfill which previously served the City, was closed to the public on March 1, 1987, in compliance with the Florida Department of Environmental Regulation Consent Order No. OGC Case No. 85-0686. The Dyer Landfill was subsequently officially closed by the Department of Environmental Protection in 1996. The City of Greenacres is now served by the North County Landfill located on Jog Road north of 45<sup>th</sup> Street.

#### b. Planning and Legislation Overview

Both State and Federal legislations exist for regulating the disposal of solid waste. The Resource Conservation and Recovery Act (Public Law 94-580) was enacted in 1976, to utilize and better manage, the growing volume of solid waste. This Act established resource recovery as a national priority.

Palm Beach County Solid Waste Authority (SWA) is responsible for planning and management of solid waste facilities serving the City of Greenacres. The Palm Beach County Solid Waste Authority was an independent special taxing district created by the Florida Legislature under the Palm Beach County Solid Waste Act, Chapter 75-473, Laws of Florida, Special Acts of 1975, as amended and supplemented (the "Act").

In 1991, the Solid Waste Authority was established under the jurisdiction of Palm Beach County Board of County Commissioners and now functions as a County Department.

The Solid Waste Authority has verified that there is sufficient capacity to serve the City of Greenacres for the next five- and ten-year periods. The North County landfill currently serves the City of Greenacres for solid waste disposal. The landfill has an estimated 26,518,470 cubic yards of capacity remaining, according to the most recent 2022 Landfill Depletion Model, which forecasts waste generation and landfill depletion from the years 2023-2070.



The Florida Resource Recovery and Management Act founded in 1980, adopted federal guidelines and directed DEP to develop and implement a hazardous waste management program. Amendments to the Florida Act in 1983 provided direction and funds to establish a cooperative hazardous waste management program at local, regional, and state levels of government.

"The Palm Beach County Solid Waste Authority was established for the purpose of developing and implementing plans for an integrated county-wide solid waste management system comprised of recycling, resource recovery, transfer station and landfill facilities to serve the future needs of the County at reasonable costs. The Act gives the Authority the power to construct and operate solid waste disposal facilities including resource recovery facilities and to require that all solid waste collected by private and/or public agencies within the County be delivered to processing and disposal facilities designated by the Authority."

The 2006 Integrated Solid Waste Management Plan, prepared by the Palm Beach County Solid Waste Authority, is consistent with the State's mandate. This document serves as the master Plan for the Solid Waste Authority including facilities, capacities, and projections. At a most basic level, the plan functions to manage solid waste, ultimately reducing the amount of waste placed in landfills, through a combination of techniques and programs.

In planning the future of solid waste removal for the City of Greenacres and the coordination needed between regulating agencies, there are three main issues. Each stem from the central question of how the City can most efficiently and economically process its solid waste in an environmentally sound manner. These issues are discussed in detail in subsequent sections of this element. These issues are:

1. To provide for safe and sanitary collection, processing, and disposal of solid waste.
2. Federal, state, and local agencies responsible for the prevention, control or abatement of air, water, and land pollution.
3. The City's role in the resource recovery program.

### c. **Terms and Concepts**

One of the most common errors committed by City of Greenacres residents in dealing with solid waste collection is that of properly defining types of solid waste, i.e., "garbage" and "trash." Both garbage and trash are defined in the franchise agreement as well as the conditions under which collection will be made.

**GARBAGE** - is defined as "all household or commercial refuse such as kitchen accumulations of animal, fruit or vegetable matter and other refuse such as tin cans, bottles and glass, paper and boxes, and other containers of foodstuffs, and such other refuse that may accumulate in the ordinary household or commercial establishment."

**TRASH** - is defined as "grass, leaves, flowers and shrubbery trimmings that will fit in receptacles."

Solid wastes are non-liquid materials that have been discarded. Solid waste (synonymous with refuse) is a broad term that includes several subcategories. It may be classified by point of origin (such as agricultural, industrial, domestic or construction waste) or by the kind of waste involved (such as rubbish, ashes, garbage, special waste or abandoned automobiles). For the purposes of this element, the following definitions have been adopted from Section 9J 5003.

**SOLID WASTE** - is defined as "sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other



discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations."

**HAZARDOUS WASTE** - is defined as "solid waste, or a combination of solid wastes, which, because of its quantity, concentration, physical, chemical or infectious characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed."

For the purpose of this Element, the term "solid waste" excludes hazardous waste and has been used to include the following classifications which indicate general characteristics of the materials and their sources of generation.

**RESIDENTIAL WASTES** are mixed household wastes, including yard wastes, generated by the general population.

**COMMERCIAL WASTES** are generated by the commercial and institutional sectors. Physical characteristics of these wastes are similar to those of residential wastes, in that they consist largely of combustible materials in the form of paper and food waste from offices, restaurants, retail establishments, schools, hospitals, motels, and churches.

**INDUSTRIAL WASTES** include wastes generated by industrial processes and manufacturing operations excluding hazardous wastes. These wastes also include general industrial housekeeping and support activity wastes.

**SPECIAL WASTES** include wastes having special characteristics or requiring special handling. These wastes include oversized bulky wastes and materials generated in demolition and construction projects.

The primary focus of this Element is to identify the facilities which the City will utilize in managing and disposing of solid waste and hazardous waste generated by the City during specific planning periods.

Solid waste facilities include transfer stations, processing plants and landfills. For hazardous waste, only transfer stations will be addressed since disposal of such wastes within solid waste landfills is not permitted in Florida (Section 403.722, F.S.).

**TRANSFER STATION** - is defined as "a facility for the temporary collection of hazardous waste prior to transport to a processing plant or to a federally qualified hazardous waste disposal facility". For the purposes of this Element only permanent facilities which would require attendance by trained operators will be addressed.

**PROCESSING PLANT** - is defined as "a facility designed for incineration, resource recovery or recycling of solid waste prior to its final disposal". This Element will address only such facilities as would serve the needs of the City as a whole. The purpose of these facilities may include any or all objectives of reduction of the volume of wastes disposed, energy recovery from wastes or recovery of reusable materials.



**LANDFILL** - is defined as the "final disposal site of solid wastes, and as it implies, involves burial of the wastes". Landfills are classified for regulatory purposes according to the characteristics of the wastes they are permitted to receive.

The Franchise Agreement of the Solid Waste Authority requires two times per week collection, two times per week bulk trash collection, once per week and once per week recyclable collection.

## 2. INVENTORY & ANALYSIS

**a. Collection System**

Collection of solid waste in the City of Greenacres is managed by privately owned waste hauling companies. At present, Waste Management (WM), Inc. holds the exclusive franchise for garbage collection and recycling service.

**b. Solid Waste Disposal**

Solid waste generated in the City of Greenacres is delivered to the Authority Class 1 Landfill, referred to as the North County Landfill. This landfill is owned and operated by Palm Beach County Solid Waste Authority.

**c. Facility Capacity**

The only operational landfill serving the entire Palm Beach County is the North County Landfill. According to the Solid Waste Authority, there is capacity at this landfill to accommodate Palm Beach County's population to the year 2054. This Facility is located on Jog Road north of 45<sup>th</sup> Street in suburban West Palm Beach.

- 1) North County Regional Resource Recovery and Solid Waste Disposal Facility

Approximately 334.28 acres are available for the Class I and Class III landfills at build out.

The sanitary landfill is located on the Northern Resource Recovery Facility site which consists of a 262.28-acre Class I (garbage) landfill area and a 72-acre Class III (trash) landfill area.

Class I landfill space at the Site is allocated for disposal of ash and residue generated by the Facility in addition to the Non-Processible Wastes delivered to the Facility.

**d. General Performance-Level of Service**

A combination of the following methods for projecting future waste generation in the County has been used to estimate the amount of Solid Waste to be disposed of at the Authority's facilities:

- 1. Population projections;
- 2. Per capita generation rates; and
- 3. Historical records.

To evaluate the solid waste disposal capabilities and needs of the City of Greenacres, existing landfill acreage is compared with current and projected demand for landfill, based upon population estimates. Calculations are provided through the year 2030. Projections are based on County-wide data from the North County Solid Waste Disposal Facility.



The Palm Beach County Solid Waste Authority has projected the per capita solid waste generation and is defined in Table No. 2.

TABLE 1 (SWA) WASTE GENERATION UNIT RATES (POUNDS PER CAPITA PER DAY)	
GARBAGE	4.00
TRASH	1.06
VEGETATION	1.44
LAND CLEARING & BUILDING DEBRIS	0.81
SLUDGE & DEWATERED SLUDGE	0.48
CLEAN FILL	0.01
TIRES	0.06
MISCELLANEOUS	0.12
RECYCLABLES	0.38
TOTAL	8.37

Source: 2023 PBC SWA Landfill Depletion Model

The L.O.S. remains at 8.37 pounds per capita per day. This rate shows a respective increase to the growing population of the City from previous years. Individual waste categories fluctuate by year, as they are impacted by a variety of surrounding circumstances (i.e., development trends, weather events, etc.).

TABLE 2 (SWA) GREENACRES PER CAPITA SOLID WASTE GENERATION			
Year	Greenacres Population	Lbs. per person per day	L.O.S lbs. per day
2015	38,840	7.57	8.37
2020	43,990	7.77	8.37
2025	45,474	8.35	8.37
2030	46,955	8.77	8.37

Source: U.S. Census Bureau Population Estimates, 2023 PBC SWA Landfill Depletion Model

1) Performance Assessment

In general, landfill practices at the North County Regional Resource Recovery and Solid Waste Disposal Facility provide solid waste disposal for the City in an economically and environmentally sound manner. This landfill meets proposed EPA guidelines for site selection, site design, leachate control, gas control, runoff control, operation, and monitoring of the site.

2) Land Use Compatibility

The Northern Resource Recovery Facility was built in 1987/1988. This represents the culmination of a siting effort which began in 1978, a nine-year time span, and is representative of the institutional barriers faced by a public agency because of the political and regulatory process.

e. Impact on Natural Resources

1) Groundwater, Aquifer Recharge, Wellfields



The Palm Beach County Department of Environmental Resources Management (ERM) administers and enforces the Wellfield Protection Ordinance which regulates and prohibits the use, handling, production, and storage of certain substances near wellfields. Restrictions of the ordinance also apply to sites designated by the Board of County Commissioners as future wellfields.

Through cooperation with ERM, the Solid Waste Authority identified existing and proposed water supply wellfield systems, avoiding landfill locations which would have a negative effect on wellfields. Also, adequate cooperation exists between the Solid Waste Authority and South Florida Water Management District (SFWMD) in avoiding 100-year flood prone areas and shallow aquifer zones.

In addition to SFWMD stormwater retention requirements, coordination with the various drainage districts was required for the study area including Northern Palm Beach County, Acme Improvement and Lake Worth Drainage Districts to ensure no adverse potential impacts on canals and the Loxahatchee National Wildlife Refuge.

2) Suitability

The North County Regional Solid Waste Disposal Facility is in the Sandy Flatlands Physiographic area identified in the Conservation Element of this Plan. The U.S. Department of Agriculture, Soil Conservation Service, General Soils Map, issued in 1978, identifies the soils in the landfill area as:

- a. WABASSO-RIVIERA-OLDSMAR Association: nearly level, poorly drained sandy soils that have a loamy subsoil; some have a weakly cemented sandy layer over the loamy subsoil.
- b. RIVIERA-BOCA Association: nearly level, poorly drained sandy soils that have a loamy subsoil; some are moderately deep over limestone.

f. Resource Recovery

In Chapter 84-198, Laws of Florida (1984), the Florida Legislature has declared that "It is critical to encourage energy conservation in order to protect the health, prosperity, and general welfare of this State and its citizens". The Legislature has further declared that the "combustion of solid waste by small power production facilities for the production of electricity not only represents conservation efforts well directed towards that goal, but also represents an environmentally preferred alternative to conventional solid waste disposal in this State".

It has been determined that the traditional means of disposing municipal solid waste (MSW) is inadequate to meet the needs of this rapidly growing County for two primary reasons:

- 1) There is a paucity of land which could feasibly be used for landfilling and available land is inordinately expensive; and
- 2) The landfilling of putrescible garbage poses a serious long-term threat to the quality of the groundwater which supplies the domestic water needs of County residents.

The Palm Beach County's Integrated Solid Waste Management Plan will be the guiding document for development of these facilities serving the City of Greenacres. While the Solid Waste Authority's Integrated Solid Waste



Management Plan is prepared under the requirements of Chapter 403, Florida Statutes, it is designed to assist and accommodate local governments in meeting the intent of Chapter 163, Florida Statutes, they develop their local plan elements.

The Authority filed an application with the Federal Energy Regulatory Commission (FERC) for certification of its proposed resource recovery plant as a qualifying small power production facility pursuant to Section 201 of the Public Utility Regulatory Policies Act of 1978 (PURPA) and rules promulgated by FERC in April 1985.

The Power Plant Site Certification was approved by the Governor and Cabinet of the State of Florida at their meeting on Tuesday, July 29, 1986. This certification addressed all state and local environmental compliance and solid waste regulations to be met prior to construction and during operation of the Facility.

On January 21, 1987, a groundbreaking ceremony was conducted for the development of the first waste-to energy facility to address the solid waste disposal needs of the County and to reduce the continued reliance on landfills for direct disposal of solid waste. The project involves the construction and operation of a 2000 TPD Resource Recovery Facility and ancillary facilities on a portion of the 1,320-acre site designated as the North County Regional Resource Recovery and Solid Waste Disposal Facility.

### **g. Landfill Closure Plans**

#### **1) Dyer Boulevard**

The Solid Waste Authority received a Closure Permit from the DEP to finish closing 138 acres of old sections of the Dyer Boulevard Landfill.

The Solid Waste Authority has developed a Closure Plan and End Use Plan for the Dyer Boulevard Landfill. These plans have been reviewed and approved by the Authority Board, the Department of Environmental Protection and Palm Beach County Parks Department and were developed with the assistance of the Citizens Advisory Committee and homeowners surrounding the Dyer Boulevard Landfill.

The Land Reclamation and Restoration Project involves planting of indigenous plants to stimulate reforestation in the area. Low land and pine flatwood communities are planned to recreate the natural environment. Native vegetation to be included in this project will be slash pine seedlings to stimulate pioneer vegetation around the perimeter, native grasses, palmetto palms and oaks. Located in the retention area are cypress heads, sawgrass and wax myrtles.

In January, 1988, the Authority received an "Award of Recognition" from the Florida Nurserymen and Growers Association, 1987 Landscape Awards Program for the Dyer Boulevard Restoration Project. The restoration project proceeds concurrent with the facility expansion activities and active landfilling to complete the entire project by the end of 1997. The design concept for the Dyer Boulevard restoration was based upon a passive recreation use. Park plans include picnic pavilions, a botanical garden, a golf driving range, open play areas, nature walks, jogging trails and extensive native landscaping to screen the park from surrounding development.





The landscaping for this project and all Authority projects is based upon a complete native theme that will, in the course of time, regenerate itself into the natural vegetation system that existed prior to the site being used for a landfill.

2) North County Regional Solid Waste Disposal Facility

The End Use Plan is designed to incorporate active and passive park activities utilizing native Florida vegetation as landscape and buffer material. The active recreation activities are located east of Jog Road on top of the completed landfills and in the borrow lake area and include boat access and marina, frisbee, golf course, soccer and football, general purpose ball field and picnic areas.

Passive recreation comprised of nature trails, lookouts for birds and over wetland and other native plant communities will be encompassed west of Jog Road in the conservation area. The abandoned shell pits are used as mitigation areas and will be landscaped with site specific native plant communities.

**h. Regulatory Framework**

The potential environmental impacts of solid waste facilities have led to the development of an extensive network of permitting requirements at the federal and state levels. Impacts on air and water quality are reviewed by the U.S. Environment Protection Agency (EPA) and the Florida Department of Environmental Protection (DEP), and where dredging and filling might occur, by the U.S. Army Corps of Engineers (COE). The South Florida Water Management District also provides State level review for water quality and quantity impacts. Actual construction and operation of solid waste facilities requires further permits and review by DEP. For processing plants which will generate electrical power or require tall emission stacks, further DEP and Federal Aviation Administration (FAA) review may be required.

For hazardous waste, the national Resource Conservation and Recovery Act (RCRA) of 1976 directed EPA to develop a national program to regulate and manage hazardous waste and provide incentives for states to adopt consistent programs. The National Comprehensive Emergency Response and Compensation Liability Act (CERCLA) passed in 1980, provided EPA with authority and funds to respond to incidents requiring site clean-up and emergency mitigation (the EPA "Superfund" Program). This act also defined the liability of business engaged in hazardous waste generation, transport and disposal, and provided enforcement processes.

At the state level, the Florida Resource Recovery and Management Act (Sec. 403.7, F.S.), passed in 1980, adopted federal guidelines and directed DEP to develop and implement a hazardous waste management program. This act provided for:

1. Adoption of federal hazardous waste definitions;
2. A system to monitor hazardous waste from generation to disposal;
3. An annual inventory of large hazardous waste generators;
4. Permit requirements regulating treatment, storage and disposal of hazardous waste;
5. Funds for hazardous waste spill and site clean-up;
6. Hazardous waste management facility site selection procedures; and
7. Fines and penalties for violators.

Amendments to the Florida Act in 1983 provided directions and funds to establish a cooperative hazardous waste management program between local, regional and state levels of government. These changes included provisions for county-level hazardous waste management assessments,



regional and statewide facility needs assessments, and site selection for hazardous waste management facilities at the county, region and state levels.

Palm Beach County Solid Waste Authority (SWA) is responsible for planning and management of solid waste facilities serving the City of Greenacres. This includes processing permit applications for new facilities and ensuring that existing facilities are operated in conformance with permit requirements and in compliance with water quality objectives.

## II. C. Stormwater Management

### 1. INTRODUCTION

#### a. History

The City of Greenacres, which lies in the central flatlands of the County, originally consisted of mostly pines and palmetto flatwoods with numerous small ponds and lesser areas of broad, grassy sloughs. The soils, which are nearly level, wet and sandy, have a loamy subsoil or sandy layers that are weakly cemented with organic matter. In various areas the soils are underlain by limestone.

Early settlers to this County wanting to open it up to human occupation and activity, removed or controlled water by establishing drainage "districts". They constructed drainage canal networks, and thus put the reclaimed land into the production of agricultural goods. As more and more lands were drained, allowing flood protection for roads, buildings and adjacent lands from stormwater runoff, drainage programs no longer could concern themselves strictly with water removal. Today, quality of runoff water, the conservation of groundwater and surface waters, and the impact of drainage on the environment, all must be considered.

This portion of the Plan inventories the natural conditions and drainage activities in the City of Greenacres. Although the City does not have operational authority and responsibility with respect to drainage facilities, this sub-element will evaluate the impacts of drainage activities, future actions and coordination needed concerning both drainage in general, and the overall management of surface waters.

#### b. Terms and History

##### 1) Drainage Systems

Water flowing overland during and immediately following a storm event is called stormwater runoff. Under the effect of gravity, the stormwater flows toward sea level through depressions and channels which comprise the drainage system of an area. The drainage system may consist of natural features, manmade features, or a combination of both.

An abundance of surface water is the result of the imbalance between rainfall and its removal through ground absorption, evapotranspiration, and runoff. The water that remains is surface water, some contained in lakes, shallow wetlands and in depressions. The relationships of these factors, and their effect on the quantity of surface waters, are basic to an appreciation of the City's natural system.

##### a. Climate

Rainfall accounts for most surface water in the City of Greenacres. An average of approximately 61 inches of rain falls annually on the City. "Precipitation occurs during all seasons, but, on the basis of mean



monthly totals of precipitation, a rainy season of 5 months from June through October brings nearly 65 percent of the annual rainfall in this area."

b. Soil

Unique soil types absorb rainfall at different rates. According to the Soil Conservation Service, the predominant soil in our vicinity is the Myakka Immokakalee Basinger Association, which are "nearly level, poorly drained soils that are sandy throughout; some having a weakly cemented layer."

Level of saturation also affects the soil's ability to absorb rainfall. When the soil has reached its saturation level, which varies among soil types, all additional rainfall striking the area becomes surface runoff or standing surface water.

c. Natural Ground Cover

Through differences in the extent of root systems and in transpiration rates, differing types of vegetation can alter the speed at which infiltration occurs. Plants with large root systems create passageways which may store additional water; those with high transpiration rates, particularly trees, literally pump water from the soil into the atmosphere. This explains why fallow land yields more runoff than forested land for a given soil type.

d. Topography

While climate, soils, and ground cover modify the volume of water retained or dissipated as runoff, topography generally effects or dictates the rate and direction of flow. Areas of greater slope will yield higher levels of runoff.

Natural drainage systems are defined by the topography of an area. The largest feature of a natural drainage system is the drainage basin, or watershed. The boundary of the basin is called the basin divide. This is a line where the natural land elevation directs runoff from the basin toward a common major drainage feature, such as a river, lake or bay. The major drainage feature is often called the receiving body and the smaller features are its tributaries.

2) Human Impact on the Natural System

Man-made stormwater facilities are designed to store or convey stormwater runoff. Swales, ditches, canals and storm sewers are typical conveyance structures, collecting stormwater runoff and directing it toward downstream receiving waters. Stormwater storage structures are generally classified as either detention or retention facilities. Detention facilities are designed to temporarily impound runoff and release it gradually to downstream portions of the drainage system through an outlet structure. Retention facilities are impoundments which release stormwater by evaporation and by percolation into the ground, with no direct discharge to surface waters.

Historically, the typical strategy adopted in response to stormwater flooding of developed areas was to modify the drainage system to convey runoff from developed sites more rapidly. Initially, this response may result in limited success in reducing nuisance effects



and property damage. However, as urbanization of a drainage basin increases, storm events produce proportionately more and faster runoff, primarily due to the increase in impervious surfaces in the basin.

In addition to exacerbating flood problems, this strategy for coping with stormwater runoff has detrimental effects on water quality. Soil eroding from development sites and materials such as oil, grease, pesticides and fertilizers from urban land uses are washed off by runoff, increasing pollutant loading on receiving waters. The increased velocity of runoff also disrupts natural drainage features by destabilizing channels, leading to further sediment loading and debris accumulation.

The term "stormwater management" refers to comprehensive strategies for dealing with stormwater quantity and quality issues. The central tenet of these strategies is to ensure that the volume, rate, timing and pollutant load of runoff after development is similar to that which occurred prior to development. To accomplish this, a combination of structural and non-structural techniques is utilized. Structural techniques emphasize preservation or simulation of natural drainage features to promote infiltration, filtering and slowing of runoff. The objective of stormwater management is to utilize the combination of techniques which provide adequate pollutant removal and flood protection in the most economical manner.

One of the key principles of current stormwater management techniques is recognition of the need for basin wide planning. The stormwater management system must be designed beginning with the final outlet point to ensure adequate capacity to handle all discharges from the upstream portion of the basin under conditions present at the time of design. It is then necessary to ensure that subsequent development upstream utilizes stormwater management techniques and systems which maintain predevelopment runoff conditions so that the downstream system is not overloaded. By ensuring that all development within the basin is based on and supportive of a plan for the entire basin, the functions and useful life of both natural and man-made components of the system will be protected and extended.

There are two basic factors involved in establishing a successful stormwater management program around these principles:

1. Establishing and applying uniform design standards and procedures; and
2. Ensuring adequate maintenance of system components once they are constructed.  
The design standard which is of primary importance is the design storm event. This standard specifies the intensity (rate of rainfall) and duration of the rainfall event to be used in the design of facilities.



## 2. Inventory and Analysis

### a. History

#### 1) Drainage Basins

With development covering much of the City of Greenacres area with buildings, roads, parking areas etc., thus altering the natural drainage patterns, man-made drainage structures were required in order to reduce the flooding potential of the land. These man-made drainage facilities are part of the regional water management system known as the Central and Southern Florida Flood Control Project (CSFFCP) operated by the South Florida Water Management District (SFWMD) and built by the United States Army Corps of Engineers (COE).

SFWMD is responsible for storm water control within the 16 counties of its defined region. The district owns and operates approximately 215 miles of major canals in Palm Beach County. Lake Okeechobee is the hub of the South Florida flood control and water conservation system. The lake level is maintained by levees and gate structures with discharges into the major canal system. The major canal system is divided into several drainage basins within the County.

The portions of the CSFFCP project that serve the City of Greenacres are the C-51 and C-16 drainage basins identified on the maps. Lake Worth Road (S.R. 802) divides the C-51 drainage basin to the north from the C-16 basin to the south. The C-51 and C-16 basins are drained by a system of east-west canals referred to as laterals and north-south canals referred to as equalizers. The outfall for the drainage basins is the C-51 canal operated by SFWMD.

#### 2) Drainage Canals

The surface water hydrology of the SFWMD is characterized by an extensive, heavily managed canal network, portions of which provide the primary drainage system to the City. There are a total of eleven (11) drainage canals bordering or within the corporate limits of the City include the following:

- L-6
- L-7
- L-8
- L-9
- L-10
- L-11
- L-12
- L-13
- L-14
- L-15
- E-3



Lake Worth Drainage District has jurisdiction of canals L-6 thru L-14 and E-3. The majority of the drainage canals have an east-west orientation except for the E-3 canal which has a north-south orientation and is located west of Fleming Avenue. All these canals were constructed between 1913 and 1927. There are no low head pumping installations or surface water impoundment areas normally associated with the SFWMD system, within the City of Greenacres. However, the structures pertaining to the City are Control #6 and #4. The controls consist of 3 "a mile" gates, #6 on Southern Boulevard west of Haverhill Road and #4 west of the Turnpike, on Southern Boulevard. Control #6 has a capacity of 650 cu. ft. per second and control #4, 550 cu.ft. per second.

### 3) Supplemental Drainage

The City of Greenacres also relies on natural infiltration of runoff, namely swale areas. In some areas, spot drainage facilities, including french drains, catch basins, headwalls and retention ponds have been constructed. The primary purpose of these facilities is to direct surface runoff to natural outfalls where natural infiltration is inhibited to alleviate the temporary problem of standing water. In addition, various land developers have provided a few secondary drainage systems within their respective developments. These private systems are maintained by the development.

The present surface water management system, consisting of a series of canals, drainage ditches, swale systems, retention ponds and the natural percolation characteristic of area soils, will continue to provide adequate service if designed and maintained properly. However, due to the increased amounts of surface runoff generated by developed areas, initial design considerations and proper maintenance techniques are essential for the maintenance of a proper functioning system.

### b. Facility Capacity

Project control structures (under the operational jurisdiction of the SFWMD) that serve the City of Greenacres regulate the flow of water in the canals. In general, they are used to discharge excess water from the basins during wet weather and to maintain minimum water levels in the canals during drought periods. Some structures are normally in the closed position to prevent water from passing from one basin to another but can be opened to supply water from one basin or canal to another as necessary.

One of the purposes of the LWDD is to provide for water control and water supply through the construction and maintenance of canals, ditches, water control structures and pumping stations.

An extensive intermediate network of secondary canals under the jurisdiction of the Lake Worth Drainage District (See Map No. 2) discharges to primary basin canals. These LWDD canals located within the City, serve a variety of functions:

1. Flood protection
2. Land drainage for urban development
3. Regulation of groundwater elevations
4. Recharge of wellfields

The current primary drainage basins of Palm Beach County were first delineated in the 1950's by the U.S. Army Corps of Engineers (COE) in their General Design Memorandum for the Central and



Southern Florida Flood Control Project. Based on the hydrology of the basins, the COE designed and constructed a system of canals, levees, and control structures to provide flood protection for Southern and Central Florida. Most of the works constructed under the Project are now under the operational jurisdiction of the South Florida Water Management District (SFWMD). Those basins which directly impact Greenacres City are outlined below.

1) C-51 Basin

"The C-51 basin has an area of approximately 164.3 square miles. The basin is comprised of two sub basins (C-51 west and C-51 east). Stages within the C-51 canal are regulated by SFWMD. To improve the hydraulic capacity of the C-51 canal, SFWMD has recently completed channel improvements between Kirk Road and Florida's Turnpike. These improvements have resulted in the lowering of stages with the C-51 canal, thereby reducing tailwater conditions for LWDD canals. As a result of the improvements made to C-51 canal along with the exchange of discharge between LWDD C-51 and C-16 basins, it was determined that the capacity of the C-51 basin is equivalent to a 10-year, 24-hour storm event.

2) C-16 Basin

The C-16 Basin has an area of approximately 65 square miles and is designed for a 10 year, 24-hour storm event. Inflows to C-16 are by various Lake Worth Drainage District (LWDD) canals because some of the north-south flowing LWDD canals do not have divide structures between the C-16 and the C-15 basins, between the C-16 and C-51 basins, and between the C-15 and Hillsboro basins. Therefore, some interbasin transfer of water may occur.

The LWDD canal system was designed for 25-year flood protection. Although the system has not yet been constructed to design specifications, LWDD requires that developers planning to drain to the LWDD improve the canals to design specifications.

Lake Worth Drainage District (LWDD) maintains 511 square miles of canals making it the largest independent district in the eastern county. LWDD is in and discharges to four basins: C-51, Hillsboro, C-15, and C-16. LWDD conducted a study of its system, capacities, and problem areas. This study gave the district a better indication of how the system should be operated and maintained.

Regardless of design criteria, the LWDD has fixed capacities in that it is only able to provide a set level of service and must make all flow and discharge fit into the system. Problems do arise, as with every system, with extreme storms. As growth continues in the service area, LWDD will be able to operate more efficiently. Regulations are in place which require new development to include on-site retention and regulates the outfall into SFWMD. These regulations require review and permitting by SFWMD. Occasional minor problems, such as growth of grasses and creation of sandbars which hinder flow are remedied with maintenance.

**c. General Performance – Level of Service**

1. Drainage District Operating Policies

Lake Worth Drainage District's plan for improvements consists of regular maintenance of canals, and the upgrading of control structures. Allowable discharge limits apply to all developments and/or street or road improvements. All future major residential developments are required by the Land Development Regulations to provide comprehensive stormwater facilities. These facilities must



comply with the requirements of SFWMD. All runoff must be directed to percolation and detention areas for onsite retention of stormwater. Therefore, most of the requirements for future stormwater drainage systems will be provided by developers.

### 2. Level of Service (LOS)

The City of Greenacres will adopt those Level of Protection LOS criteria established in the 1989 Palm Beach County Comprehensive Plan to provide the residents of the City flooding and inundation protection. Those levels of service for drainage protection, as adopted in this Sub-element, represent degrees of protection provided for various development features expressed in terms of storm events to be accommodated by the applicable stormwater facility.

#### a) Primary Drainage System

The "primary system" consists of classified surface waters of the state including canals and/or natural water courses providing final conveyance of overall drainage basin flows to the ocean or major inland water bodies. This is the outlet system for the basin. Capacity is essentially fixed by original design as well as natural, economic, and environmental constraints which preclude significant upgrading or expansion. In Palm Beach County permitting and operational jurisdiction over this portion of the system is held by the South Florida Water Management District and Lake Worth Drainage District (LWDD) which is the Chapter 298, F.S., drainage district serving the City of Greenacres.

#### b) Secondary Systems

The "secondary system" consists of a broad range of facilities for treatment and/or control of runoff generated by defined areas of specific land uses. Outflows from such systems are normally subject to positive structural control requirements and permit limitations on their discharge to the primary system.

These facilities are designed to control area surface and groundwater elevations and maintain the quantity and quality of developed area runoff at pre-development levels or as otherwise required to mitigate adverse impacts on classified receiving waters. The secondary system includes "on-site" storage facilities, providing stormwater treatment and control prior to discharge from individual development projects, as well as "off-site" facilities operated by the Lake Worth Drainage District (LWDD) to provide comparable treatment of combined runoff from multiple project sites.

#### c) Tertiary Drainage Systems

Storm sewers, swales, gutters, and site grading comprise the "tertiary system" for immediate drainage of streets and developed areas. The major design consideration is rapid removal of stormwater from structures and areas of land uses subject to damage or disruption by inundation. These facilities must be capable of continuous, reliable performance with minimal interruption for maintenance. Although they normally provide little or no capacity for runoff control and treatment, maximizing the use of overland flow across previous areas, grassed swales and other non-structural techniques may significantly reduce the capacity requirements of the secondary system.

Since the possible combinations of rainfall rate and duration are essentially limitless, rainfall records for a given geographic area are grouped according to the





statistical probability that a given average rate of rainfall (intensity) will be equaled or exceeded for a given period of time (duration). As a convention, probability is expressed in terms of the number of years (return period) expected between recurring storms of a specific intensity and duration or, more properly, that the probability of such a storm occurring in any single year is one divided by the return period. For example, if a 2-hour rainfall at an average rate of at least 3 inches/hour is expected to occur once in 5 years (or has a 1/5 chance of occurring in any given year), such a storm would be expressed as a "5-year, 2-hour storm of 3 inches/hour." The capability of a drainage system to dispose of runoff is commonly expressed in terms of the maximum storm event from which runoff can be conveyed or stored by the component facilities in a desirable manner. (See Table No. 2)

Specifying the return period and duration of rainfall to be handled by a drainage facility establishes the degree of protection that the facility can be expected to provide. That is, the chance of overloading a facility designed to accommodate runoff from a 5 year, 2-hour "design storm" is 1 in 5, while the chance of satisfactory performance is 4 in 5, in any given year for a storm lasting 2 hours.

The City lies in an area identified by the Florida Department of Transportation as Zone Ten for rainfall intensity and duration.

d) Stormwater facility conditions

Between FY 2004 and FY 2015, the City proactively used a video camera inspection system to identify the structural integrity of the City's storm sewer infrastructure. Two methods, cure in place and slip-lining using High Density Polyethylene (HDPE) plastics to "slip line" existing pipes proved to be cost effective. Since FY 2015, an average of \$30,000 has been allocated for video inspections and minor repairs. The City also has a dedicated Capital Improvement Project for the stormwater drainage system within the Original Section to reduce flooding, improve performance and reduce future maintenance needs. In FY 2014, a survey and analysis were performed to determine the most effective improvements to be made, estimate their cost, and rank them in order of priority. Beginning in FY 2015, construction was undertaken on First Street between the E-3 Canal and Swain Boulevard and then proceeded in a number of phases based on the plan and priority determined in FY 2014.

II. D. Potable Water

1. INTRODUCTION

a. History

Regarding potable water production and distribution, until the time of the first annexation by the incorporated Town of Greenacres in December of 1960, all water service was provided by private wells. Due to a series of annexations, commencing with the Lake Worth Hills Subdivision, the City entered into franchise agreements with Utilities Development Company (UDC) and Southern Gulf Utilities. "Villa Del Trio was the first subdivision in the City to receive direct water service from System No. 2." This system which is currently owned by Palm Beach County Water Utilities Department (PBCWUD), serves the City of Greenacres. As more development occurred, developers were required to install water distribution systems that tied into the PBCWUD system.



Regarding water supply, through Senate Bills 360 and 444, the 2005 Florida Legislature modified Chapter 163 Part II (the state's growth management statute) to require water supply planning. The law now requires that local governments which are encompassed within a regional water supply plan, such as Palm Beach County and the City of Greenacres, to update their comprehensive plans within 18 months of the adoption or update of the regional water supply plan. The South Florida Water Management District adopted the 2005-2006 Lower East Coast Plan Update on February 15, 2007. The legislation requires coordination between local government comprehensive planning and the water management district's regional water supply plans and seeks to establish a closer link between development decisions and the availability of water.

### b. **Terms and Concepts**

Although the City of Greenacres has no operational responsibility in the provision of potable water to City residents, this sub-element will still address the one critical issue: Is there sufficient good quality water available to adequately serve residents of today as well as future residents?

A potable water supply system normally consists of a water supply source, a treatment plant, and a distribution and storage network. Surface water stored in natural lakes, manmade reservoirs, groundwater, or any combination of the three, usually constitute the supply source for a system. The selection of a source for any system must consider the type and quality of sources available and the cost of developing the source for use.

The South Florida Water Management District has the responsibility to ensure an adequate supply of water within the region to meet the needs of potable water suppliers (such as PBCWUD), individual users (domestic wells), agriculture, and the environment (the Everglades, rivers, etc.). This is accomplished through planning (such as the Comprehensive Everglades Restoration Plan and the Lower East Coast Regional Water Supply Plan) and permitting (such as Consumptive Use Permits for a water utility's wellfield).

The water supply system consists of lakes, canals, stormwater diversion and storage areas, aquifers, withdrawal wells, underground water storage wells (Aquifer Storage and Recovery ASR), water re-use projects (irrigation quality treated sewerage, manmade treatment wetlands), and aquifer recharge projects (such as lake recharge through canal diversion).

Before being used for public consumption, water must be treated. Treatment removes impurities from the raw water to improve its quality for either public health or aesthetic reasons, or both. The treatment process adds to the cost of supplying water, but it also expands the range of raw water sources that can be utilized.

After treatment, the water is supplied to individual users in a community by way of a network of pipes and storage reservoirs. Large transmission lines, called distribution mains, carry water to major demand areas and interconnect with a network of smaller lines which eventually supply individual establishments. Both the distribution mains and distribution network should be interconnected to form flow loops to allow water to circulate from various portions of the system to areas of highest momentary demand.

Water is delivered under pressure within the distribution system to ensure adequate flow to meet demands. Demand fluctuates during each day, usually exhibiting peaks during the morning and evening, corresponding to periods of highest residential use. Localized demand peaks also occur when the system is utilized for firefighting purposes. To provide adequate quantities and pressure to meet peak use and fire flow demands, storage tanks are linked with the distribution system at strategic locations. During low demand periods these tanks are filled as water is pumped into the system. During the peak demand periods, water flows from the tanks back into the system to augment flows and maintain pressure. Ground level and elevated storage tanks are both



commonly used. Many systems also include auxiliary pumps which operate only during peak demand periods.

## 2. INVENTORY AND ANALYSIS

### a. Operator and Service Area

Overall, regional water supply is coordinated and controlled by the South Florida Water Management District (SFWMD) through the Lower East Coast Water Supply Plan and the District's operating rules and policies. The Plan covers the following key areas:

- 1) Documents existing demands and projects future water demands through 2025 for agriculture, urban uses, and other categories.
- 2) Identifies resource issues, including constraints on development of new traditional raw water sources.
- 3) Evaluates the water source options available within the Lower East Coast planning area. Alternative water supply sources include brackish groundwater, reclaimed water, new storage capacity for surface and/or groundwater, and seawater.
- 4) Discusses conservation.
- 5) Identifies and discusses water resource development projects.
- 6) Identifies water supply projects that will meet future human and environmental needs.
- 7) Focuses on alternative water supply projects, such as brackish water from the Floridan Aquifer, captured storm water, aquifer storage and recovery (ASR) systems, and expanded use of reclaimed water.
- 8) Describes funding opportunities available through the SFWMD to foster alternative water supply development.

Local water supply to meet the PBCWUD's production needs for potable water is planned through the Utility's 20 Year Water Supply Work Plan. This plan was adopted on April 11, 2008 and has been coordinated with the SFWMD's regional plan and with the other water utilities in Palm Beach County. The City of Greenacres participated in population projection planning meetings with the PBCWUD, the Palm Beach County Planning Division, and numerous other cities and utilities in February and March of 2008 prior to the County completing their plan. The same population projections are used in the PBCWUD plan and the City of Greenacres Comprehensive Plan. The PBCWUD Water Supply Plan and the County's Comprehensive Plan amendments (scheduled for adoption in August of 2008) address the development of traditional and alternative water supplies, bulk sales agreements, and conservation and reuse programs that are necessary to serve existing and new development for a 20-year planning period.

Potable water requirements of the City of Greenacres residents are being met by the Palm Beach County Water Utilities Department. The County supplies water on a retail basis, from a system of numerous water treatment plants, wellfields, and storage tanks. Except for one (1) obsolete storage tank, no County facilities are located within the City.

The City of Greenacres lies entirely within the service area of the Palm Beach County Water Utilities Department (PBCWUD). PBCWUD operates an inter-connected distribution system, five water treatment plants, five Surficial Aquifer wellfields, one new Floridan Aquifer wellfield under construction, and one additional Floridan Aquifer wellfield in the planning stages. A storage facility



was located just north of the Jog Road and Forest Hill Boulevard intersection on the west side of Jog Road, but it is currently not in service since its function was replaced by a water main improvement carried out by PBCWUD.

**b. Design Capacity**

1) Existing Conditions

The permitted capacity for all plants owned and operated by PBCWUD in 2008 is 87 million gallons daily (MGD) average and 129 MGD maximum per Permit #50-00135.

2) Projected Demands

Table 6 summarizes demand and supply for the entire Eastern Region of the Palm Beach County Water Utilities Department service area, including the City of Greenacres. The Facilities Capacity Analysis is forecasted through 2030, as capacities will expand sufficiently to accommodate total projected potable water demands on Palm Beach County Water Utilities Department's interconnected distribution and production system. All projections include residents of the City of Greenacres; thus, the raw water and potable water supply will be more than adequate to supply the City of Greenacres during the planning period. Based upon the results of extensive comprehensive planning, master planning, and expected population growth, Palm Beach County has developed a capital improvements program to ensure adequate water supply and water treatment facilities will be available to satisfy projected demand through the year 2030.

Over the last five years Palm Beach County Water Utilities Department's Eastern Region has operated with an average finished water per capita usage of 111 gpcd as seen on the Table below. When the current consumptive use permit was issued in 2003, the finished water per capita usage was approximately 126 gpcd. A significant factor in the reduction of per capita demand has been the implementation of the Water Utility Department's Water Conservation Program. The Program includes an aggressive inclining block rate structure that was updated in 2007 to achieve further conservation benefits, customer outreach efforts, and the enforcement of the County's irrigation ordinance adopting the South Florida Water Management District's Year-Round Landscape Irrigation Conservation Rule (Chapter 40E-24, F.A.C.).

Per capita rates are based on the 2018 Lower East Coast Supply Plan are averaged from 2012 to 2016 values. Additionally, at those Eastern Region County facilities utilizing membrane treatment technology (WTP 3 and 9), the raw water per capita rate is increased by 11.8% to 146.5 gpcd. The increased raw water per capita is attributed to the membrane process that produces higher quality water by generating a concentrated waste stream. The waste stream is equivalent to 15 percent of the incoming raw water flow. Palm Beach County has instituted a program to optimize recycling of the membrane waste into its reclaimed water program.



**TABLE No. 6  
Facilities Capacity Analysis (Eastern Region)**

	2018	2020	2025	2030
PBCWUD East Region Population	519,505	530,964	561,670	595,462
Cumulative Self-Served Conversions (Wells)	21,649	22,165	22,497	23,134
Total Eastern Region Population Served	541,154	553,129	584,167	618,596
Demand per Capita (gpd)	111	111	111	111
Contracted Finished Water Bulk Demand (mgd)	4.94	5.25	5.25	5.25
Total Finished Water Average Daily Demand (mgd)	65	67	70	74
<b>Total Raw Water Average Daily Demand (mgd) = Finished Water x 1.11</b>	<b>72</b>	<b>74</b>	<b>78</b>	<b>82</b>
Available Raw Water Facility Capacity (mgd)	122	122	122	122
Raw Water Facility Capacity Surplus	50	48	44	40
Permitted Raw Water Allocation (mgd annual average)	87	87	87	87
Surficial Aquifer Average Daily Flow Withdrawal (mgd)	72	74	78	82
<b>Permitted Water Available</b>	<b>15</b>	<b>13</b>	<b>9</b>	<b>5</b>

1. Population served represents projected retail customers and self-served conversions.
2. Demand per Capita based upon population served.
3. Average Daily Flow raw water = 1.11 x Average Daily Flow finished (potable) water (per historical and capacity-based analyses).
4. Raw Water Facility Capacity = Wellfield Capacity with two largest wells out of service for each individual wellfield.
5. Calculated by subtracting average daily demand from available facility capacity.
6. Permitted allocation from Permit #50-00135 and Permit #50-06857-W.
7. Values do NOT reflect offsets from alternative water supplies as further documented in Section 8.
8. PBCWUD is projected to meet and exceed AWS requirements contained in Permit #50-00135 as presented in Tables 8.2 and 8.4.



### c. General Performance - LOS

#### 1) Service Concurrent with Development

Palm Beach County is currently following their latest Water and Wastewater Master Plan and their Water Supply Work Plan in assuring the residents of Greenacres an adequate supply of water, both presently and in the future. The extensive growth which has occurred in the past few years, not only in the City of Greenacres but also countywide, has had a major impact on the provision of potable water.

Palm Beach County's Comprehensive Plan and the City's Comprehensive Plan include requirements that capacity must be documented prior to approval of new development. This will assure that developments are not approved unless service will be available concurrent with demand. Therefore, the City's new developments shall be approved only when capacity is available to provide for the needed potable water supply. This can be achieved in two ways:

1. When the developer obligates funds to provide that developments' share of capital improvements to the system; and
2. As part of the County's capital improvement program based on 5-year planning periods, which would obligate funds for those improvements.

#### 2) Capacity Assessment - Future

Consistent with methodology used in the County's Water Supply Work Plan, future needs have been evaluated based on average day and maximum day demand factors as based on historical annual water production for the County water supply system. Average day demand provides an estimate of resident population water demand and has been used to derive the level of service standards for the service areas. Maximum day demand represents annual peak daily demand and provides an estimate of combined resident and seasonal population demand. Raw water production must be capable of meeting average day demands. Treatment, including pumping of treated water to the distribution network, must be capable of meeting maximum day demands. Storage capacity, to augment flow and pressure for peak demand and fire-flow needs, must equal or exceed 30 P.S.I.

To ensure sufficiency of future capacity, Palm Beach County Water Utilities Department (PBCWUD) has adopted several policies which provide a guarantee to future Greenacres City residents, the provision of more than the minimum level of service. These policies provide that:

1. PBCWUD shall begin to design for additional capacity when 80% of facility capacity is demanded.
2. Construction of additional capacity shall begin when 90% of facility capacity is demanded.

### d. Wellfields

Palm Beach County Water Utilities Department withdraws water from the surficial aquifer system through a series of water supply wells. There are no wellfields located within the City of



Greenacres City limits, however, zones of influence surrounding the Water Treatment Plant No. 2 wells, do project into the City. (See Map No. 4). The exact location of these "zones" is determined by the Palm Beach County Department of Environmental Resources Management based upon travel time contours and one foot draw down contours. These Zones of Influence are described as follows:

1. Zone One (1): The land area situated between the well(s) and the thirty (30) day travel time contour.
2. Zone Two (2): The land area situated between the thirty (30) day and the two hundred ten (210) day travel time contours.
3. Zone Three (3): The land area situated between the two hundred ten (210) day and the five hundred (500) day travel time contours.
4. Zone Four (4): The land area situated beyond the five hundred (500) day travel time contour and within the one (1) foot drawdown contour.

Restrictions are placed within each zone of influence which affect all nonresidential activities. These zones and types of surrounding land uses are identified in the Future Land Use Element of this Plan. The City supports Palm Beach County efforts to implement the adopted Wellfield Protection Ordinance No. 88-7. Map No. 4 gives a pictorial representation of the previously used terms associated with "Cone of Influence."

**e. Water Conservation**

The task of reducing the annual increases in water consumption can be met through cooperation at State, County and City levels. The City supports the proposals of the Palm Beach County Department of Environmental Resources Management in reducing the amount of water consumed by households, business, industry, and agriculture. Water consumption figures for the City have been supplied earlier in this Sub-element as per capita water usage. Typically, water utilized by households is considered non-consumptive water use because it is returned to the hydrologic cycle, although some of it has been polluted, while much of the water used for irrigation will be lost to the cycle.

To counter these problems, the City of Greenacres implemented reforms, consistent with County plans, in two areas:

1. Building codes requiring water saving devices
2. Xeriscape landscaping requirements.

1) Building Codes

Water conservation is achieved through requirements on new construction which includes water saving devices on new homes and businesses.

As part of this Plan, PBCWUD established a program limiting potable water use in irrigation by prohibiting the metering of systems used exclusively for irrigation.

2) Xeriscape

This Plan includes incorporating xeriscape principles as part of the Greenacres City Landscape Ordinance. The term "xeriscape" means water conserving,



drought tolerant landscaping or simply the use of appropriate plant material that will survive and flourish with comparatively little supplemental irrigation.

"Approximately one-half of the per capita water demand in urban areas of south and central Florida is for residential outdoor use." Through the appropriate use of plant material, this percentage could be significantly reduced.

The City of Greenacres has set an example by incorporating xeriscape principles in the design, installation and irrigation of landscapes at City parks, City Hall and along traffic corridors. In mandating xeriscape principles through the City's Landscape Ordinance, on-site inspections would be required to ensure compliance

**f. Regulatory Framework**

1) Federal

The federal government has established quality standards for the protection of water for public use, including operating standards and quality controls for public water systems. These regulations are provided in the Safe Drinking Water Act, Public Law 93-523. This law directed the Environmental Protection Agency (EPA) to establish minimum drinking water standards. The EPA standards are divided into "primary" (those required for public health) and "secondary" (recommended for aesthetic quality) categories.

2) State

In accordance with federal requirements, the Florida Legislature has adopted the Florida Safe Drinking Water Act, Sections 403.850 - 403.864, F.S. The Florida Department of Environmental Protection (DEP) is the state agency responsible for implementing this act. In this regard, DEP has promulgated rules classifying and regulating public water systems under Chapter 17-22 of the F.A.C. The primary and secondary standards of the Federal Safe Drinking Water Act are mandatory in Florida.

Regional water management districts are responsible for managing water supplies to meet existing and future demands. The City of Greenacres lies in the jurisdiction of the South Florida Water Management District (SFWMD) which regulates the consumption of potable water through a permitting system through which water resources are allocated among the permitted consumers. The SFWMD Lower East Coast Water Supply Plan has been discussed above.

3) Local

The Palm Beach County Department of Environmental Resources Management is responsible for the enforcement of programs required by the DEP regulations. As part of the Palm Beach County Wellfield Protection Ordinance No. 88-7, the PBC Water Utilities Department must submit water quality and production records to the PBC Environmental Resources Management Agency for determination of compliance with DEP regulations.

Palm Beach County Water Utilities Department's Water Supply Work Plan and Uniform Policy and Procedure Manual provide the regulations for their acquisition of adequate raw water supply and production and distribution of adequate potable water supply.





## II. E. NATURAL GROUNDWATER AQUIFER RECHARGE

### 1. INTRODUCTION

#### a. Purpose

This Sub-Element has been prepared to meet the requirements of Chapter 163, F.S. The contents of this Sub-Element address aquifer recharge in Palm Beach County including identification of prime recharge areas, characteristics, problems, and needs.

Because the aquifer system which underlies the City of Greenacres is only a portion of the larger, countywide Surficial Aquifer System, the City will follow Palm Beach County's lead in addressing recommendations which protect these natural groundwater recharge areas.

#### b. Overview

Aquifers are formed by subsurface rock or other materials such as coarse sands, gravel and limestone, which are capable of holding a significant amount of water in their interstices. The quality of aquifer water varies with the type of surface rock and nearby sources of pollution.

The source of water in aquifers is rainfall. Under the force of gravity, rainfall percolates downward through porous surface soils to enter the aquifer strata. Because of the variable permeability of different soil types, the rate of aquifer recharge from rainfall may vary from one location to another. The areas of highest recharge potential are called prime recharge areas. The presence of overlying confining beds also determines which surface areas will be effective recharge areas for a given aquifer and is another factor in identifying prime recharge areas for the aquifer.

Since aquifer recharge areas are surface features, they are subject to alteration by development. Covering a recharge area with impervious surfaces, such as roads, parking lots and buildings reduces the area available for rainfall percolation, altering the total rate and volume of recharge in that area. Increasing the rate at which stormwater drains from recharge area surfaces also decreases recharge potential.

A second concern related to development within aquifer recharge areas is the potential for contamination of groundwater within the aquifer. Just as with stormwater runoff to surface waters, pollutants picked up by runoff which enters an aquifer can degrade the quality of the groundwater. Since water flows within an aquifer in a manner like surface water flow, downstream portions of the groundwater may be polluted over time. This becomes particularly significant when the aquifer is tapped as a potable water supply downstream.



### 2. INVENTORY & ANALYSIS

#### a. Natural Groundwater Aquifer Recharge Areas

The groundwater system underlying Palm Beach County (the City of Greenacres), consists of two aquifers:

1. Surficial Aquifer System
2. Floridan Aquifer System

- 1) Surficial Aquifer System

The Surficial Aquifer System is the primary source of fresh water for eastern Palm Beach County. It is open to infiltration from rainfall in varying degrees, depending on the percolation characteristics of surface soils and the extent of impervious surfaces covering the aquifer.

The Surficial Aquifer System is an unconfined shallow aquifer which starts just below land surface and is approximately 300 feet thick. The base of the Surficial Aquifer System beneath the City of Greenacres is minus 290-250 feet and is graphically depicted on Map No. 4 in the Conservation Element of this plan.

This system is divisible into three interconnected zones based on relative permeabilities. The City of Greenacres is in Zone 1, generally the most permeable part of the aquifer system.

- 2) Floridan Aquifer

The Floridan Aquifer lies below the Surficial Aquifer and is separated by confining layers with relatively low permeability. The Floridan Aquifer System is composed of limestone and dolomite. Dissolved solids are generally greater than 3000 mg/l. This water is not often used but could be desalinated. This aquifer could also be used as a reservoir for storage and recovery of fresh water. It is important to recognize the Floridan as a future water source. This aquifer has potential for uses either as a source of brackish water for reverse osmosis or as a reservoir for storage and recovery of fresh water.

#### b. Needs Assessment

The pattern of development within the City is expected to remain relatively stable during the next few years, supported by regional water and sewer facilities. The major impact in the urban area will come from reduction of the area available for recharge to the water table aquifer. To offset this impact, the county stormwater drainage regulations emphasize the preservation of natural drainage features and the use of drainage retention structures to maximize aquifer recharge. For all new development, the County incorporates provisions in its land development code requiring conservation of areas with the greatest recharge potential, based on the soil survey for the county.

- 1) Environmental Resources Management

The City of Greenacres is located above the aquifer in a highly permeable area. A source of concern is the vulnerability of the aquifer to contamination from various sources. USGS findings show that despite rapid infiltration, instances of pollution and disease outbreaks have been rare except for long term landfill sites and major contaminant spills (Pollutant Attenuation Capacity of Unsaturated Zone of Biscayne Aquifer, USGS). One reason may be the ability of vegetation, soils and aquifer materials above the water table to attenuate certain pollutants.



On February 23, 1988, Palm Beach County passed the Wellfield Protection Ordinance giving the Department of Environmental Resources Management responsibility of reviewing the City's zoning, permitting, and licensing decisions for activities within wellfield "zones of influence." The City supports their decisions.

2) South Florida Water Management District (SFWMD)

The City of Greenacres' role in the coordination of efforts between the County and SFWMD is relatively small regarding recharge of the Surficial Aquifer System through drainage canals. This interaction between the Surficial Aquifer and the overlying network of canals involves the SFWMD which operates the Central and Southern Florida Flood Control Project.

As the designated authority on surface water management, the South Florida Water Management District provides guidance to the City and private local owners in planning secondary water control facilities. (See Stormwater Sub-Element)

**c. Regulatory Framework**

1) Federal

In 1986, the Federal Safe Drinking Water Act (PI 93-523) was amended to strengthen protection of public water system wellfields and aquifers that are the sole source of drinking water for a community. The amendments for wellfield protection require states to work with local governments to map wellfield areas and develop land use controls that will provide long-term protection from contamination for these areas. The aquifer protection amendments require EPA to develop criteria for selecting critical aquifer protection areas. The program calls for state and local governments to map these areas and develop protection plans, subject to EPA review and approval. Once a plan is approved, EPA may enter into an agreement with the local government to implement the plan.

2) State

In implementing the Florida Safe Drinking Water Act (Ch. 403, F.S.), DEP has developed rules classifying aquifers and regulating their use (Chapter 17-22, Part III, F.A.C.). DEP has also established regulatory requirements for facilities which discharge to groundwater (Section 17-4.245, F.A.C.) and which inject materials directly underground (Chapter 17 28, F.A.C.).

The task of identifying the nature and extent of groundwater resources available within the state has been delegated to the regional water management districts. Each district must prepare and make available to local governments a Groundwater Basin Resource Availability Inventory (GWBRAI), which the local governments are to use to plan for future development in a manner which reflects the limits of available resources. The criteria for the inventories, and legislative intent for their use, are found in Chapter 373, Florida Statutes, which reads:

Each water management district shall develop a groundwater basin resource availability inventory covering those areas deemed appropriate by the governing board. This inventory shall include, but not be limited to, the following:

- \* A hydrogeologic study to define the ground water basin and its associated recharge areas.
- \* Site specific areas in the basin deemed prone to contamination or overdraft resulting from current or projected development.
- \* Prime ground water recharge areas.
- \* Criteria to establish minimum seasonal surface and ground water levels.
- \* Areas suitable for future water resource development within the ground water basin.



- \* Existing sources of wastewater discharge suitable for reuse as well as the feasibility of integrating coastal wellfields.
- \* Potential quantities of water available for consumptive uses.

Upon completion, a copy of the Ground Water Basin Availability Inventory shall be submitted to each affected municipality, county, and regional planning agency. This inventory shall be reviewed by the affected municipalities, counties, and regional planning agencies for consistency with the local government comprehensive plan and shall be considered in future revision of such plan. It is the intent of the Legislature that future growth and development planning reflect the limitations of the available groundwater or other available water supplies (Sec. 373.0395, F.S.).

The Florida Legislature has also directed local governments to include topographic maps of areas designated by the water management districts as prime recharge areas for the Floridan or Biscayne aquifers in local comprehensive plans, and to give special consideration to these areas in zoning and land use decisions (Section 163.3177(6)(c), F.S.).

### 3) Local

At the present time, the City of Greenacres' involvement with special regulatory programs related to protection of natural groundwater aquifer areas is through support and cooperation with those entities which control permitting and management of groundwater resources (See "Needs Assessment").



## DATA AND ANALYSIS

### INTRODUCTION

In the State of Florida, the development and inclusion of a Conservation Element is required by law to be included within a municipality’s Comprehensive Plan. The purpose of this Element is to promote the conservation, use, and protection of natural resources located within the City and is intended to protect and enhance the public health, safety, welfare and quality of the environment. The City of Greenacres considered the following issues critical in achieving said goals:

1. Effects of population growth on the environment, water supply and levels of pollution;
2. Identification and protection of endangered or threatened species and their habitats;
3. Protection of water resources;
4. Provision of ongoing environmental education; and
5. Protection and enhancement to tree preservation.

This Element establishes the plan which provides the basis for decision-making by City Officials relative to conservation. The process of data and analysis was a critical step in formulating the Conservation Element of the Greenacres Comprehensive Plan, as this process aggregates critical information related to conservation for City Officials. Conservation Elements are required pieces of Comprehensive Plans, as expressed by Florida State Statute Section 163.3177 (6) (d). As such, this Conservation Element has been prepared subject to the requirements of this statute.

### DATA

As communities grow and expand, the continued conservation, preservation, and stewardship of natural resources is critical in the process of bolstering the region’s ability to grow sustainably and resiliently. The data within this section has been organized around key factors that are most impactful to the City of Greenacres. The major Conservation Element data pieces are as follows: History of Adopted Conservation Agreements, Air Quality, Water Resources, Geologic Analysis, Wildlife and Vegetative Communities, Fisheries and Marine Habitats, Wetlands, and Pollution.



Figure X. Insert Caption.

### INVENTORY

The following sections provide an overview of the major Conservation Element data pieces utilized for the City of Greenacres. In-depth analysis and discussion of each data piece is located within the Inventory and Analysis section of this chapter.

#### History of Adopted Conservation Agreements

The City of Greenacres has a substantive history of facilitating key, multi-disciplinary Conservation Agreements for the City. These Conservation Agreements date back as far back as 1980, and continue to this day, with the most recent Conservation Agreement occurring in 2022. By detailing the History of the Adopted Conservation Agreements, the Comprehensive Plan looks to maintain the City of Greenacres’ commitment to these agreements moving forward into the future. The City of Greenacres’ Conservation Agreements serve to establish legislative measures that can be used as a means to delegate and solidify the City’s commitment to conservation, sustainability, and resiliency.

#### Air Quality



The City of Greenacres supports management and preservation of air quality that is both conducive to human health but also supportive to natural fauna and flora. Through multi-level regulatory frameworks, the City of Greenacres engages various legislative bodies in order to manage and preserve the City's air quality. At a glance, these regulatory frameworks include the Federal government, State government, and Local government.

### **Water Resources**

Planning into the future, preserving and conserving water resources is imperative for the City of Greenacres. Although the City of Greenacres does not lie along the coast, the City contains significant surface water systems that must be properly planned for, as the City continues to grow. These surface water systems can be summarized as follows: Topography and Physiographic Areas, Natural Drainage and Erosion, Floodplains, Rivers, Bays, Lakes, and Wetlands. In addition to surface water systems, the City is committed to preserving vital groundwater resources. For the City of Greenacres, the Surficial Aquifer System is the principal source of groundwater. Through specific policies, the City continues to protect and preserve local water resources.

### **Geologic Analysis**

Specific geological components have been incorporated into the Comprehensive Planning process for the City of Greenacres, as these components have been identified for their importance related to conservation, preservation, and sustainability. These components are: Soil Formations, Mineral Resources, and Soil Erosion.

### **Wildlife and Vegetative Communities**

In a continued effort, the City of Greenacres has maintained crucial City policies that were established to preserve, protect, and conserve native wildlife and vegetative communities. Native flora and fauna face threats in the form of habitat fragmentation, invasive species, disease.

### **Fisheries and Marine Habitats**

There are currently no fisheries or marine habitat under public management and ownership within the City limits. Recreational freshwater fishing opportunities in the City of Greenacres are limited to drainage canals and other water management areas.

### **Wetlands**

There are no known wetlands in the current boundaries of the City of Greenacres. Based on data obtained through maps produced by the National Wetlands Inventory (NWI), the City does not contain any natural wetlands. At the time of any site and development order, a vegetative and ecological assessment is required. If any wetlands are identified, Environmental Resources Management (ERM) with Palm Beach County would do an assessment of the property. The City's future annexation boundaries contain some wetlands as identified on the NWI maps. The current site and development process will ensure that any needed mitigation and/or protection of wetlands will occur.

### **Pollution**

Like many other urban cities across the world, pollution has continued to affect the City of Greenacres as the City continues to grow and urbanize. The City of Greenacres has identified four critical areas where pollution must be comprehensively controlled and regulated. These critical areas are: Drainage, Air, Hazardous Waste, and Water use.

## **INVENTORY & ANALYSIS**

### **History of Adopted Conservation Agreements**

The following list outlines the major Conservation Agreements that have been adopted by the City of Greenacres in the City's continued efforts to conserve, preserve, and protect natural resources. These agreements on behalf of the City have established programs, plans, and ordinances that engage specific priority areas for conservation and the general preservation of natural resources.



### 1. The City of Greenacres Non-Indigenous Aquatic Plant Control Maintenance Program

On June 16, 1980, the City of Greenacres adopted Resolutions No. 80-13 and 80-14 which acknowledged the City's participation in Florida's "Non-Indigenous Aquatic Plant Control Maintenance Program". Resolution No. 80-13 designated lakes, canals, and all other water bodies within the City of Greenacres as areas for aquatic plant control. This program has been implemented as part of the City's flood prevention program. Resolution No. 80-14 gives the Public Works Department responsibility for administration of the local program. This Department continues to administer this program on a contractual basis.

### 2. The City of Greenacres Water Shortage Plan

On August 19, 1985, the City of Greenacres adopted Ordinance No. 85-27. The purpose of the Ordinance is to protect the water resources of the City from the harmful effects of over utilization during periods of water shortage and allocate available water supplies by assisting the South Florida Water Management District (SFWMD) with the enforcement of SFWMD's water shortage plan.

### 3. The City of Greenacres Wellfield Protection Ordinance

The City has adopted a Wellfield Protection Ordinance 88-7 that restricts land uses and regulated chemicals with zones of influence of potable water wells. This Ordinance created a permit review process through Palm Beach County and South Florida Water Management District (SFWMD) to protect and monitor our aquifer.

### 4. The City of Greenacres Landscape Ordinances

On March 4, 1991, the City of Greenacres adopted Ordinance 90-42 and on November 6, 2000, the City of Greenacres adopted Ordinance 2000-06. The purpose of the Ordinances is to protect existing valuable tree species and ecological communities. Additionally, invasive and non-native species are prohibited and a minimum of 50% native trees and shrubs must be planted. The Ordinance encourages xeriscaping and requires an environmental assessment prior to any land clearing.

### 5. The City of Greenacres Initial Stormwater Control Regulations

On April 26, 1993, the City of Greenacres adopted Ordinance 93-05 to manage stormwater run-off. The Ordinance complies with all state and federal regulations regarding water quality. Additionally, the Ordinance prohibits any discharge into the stormwater system without approval from the necessary regulating bodies.

### 6. The City of Greenacres Floodplain Management Regulations

On August 1, 2016, the City of Greenacres adopted Ordinance 2016-14 to address the special flood hazard areas within the boundaries of the City of Greenacres identified by the Federal Emergency Management Agency (FEMA). The Ordinance adopted floodplain management regulations that are coordinated with the Florida Building Code, and initiated participation in the National Flood Insurance Program's Community Rating System (NFIP CRS). The Ordinance promotes, among other things, enforcement of regulations that meet or exceed FEMA requirements to reduce the risk of flooding and impacts from flood damage.

### 7. The City of Greenacres Property Maintenance Regulations

Since 2016, the City of Greenacres has adopted the following ordinances related to Property Maintenance: Ordinance 2017-07 and Ordinance 2019-11. Both ordinances establish stricter



property maintenance requirements that, in turn, reinforced the city's efforts to conserve the natural environment.

### 8. The City of Greenacres Textile Recycling Program

On December 18<sup>th</sup>, 2017, the City of Greenacres adopted Ordinance 2017-37 to create a textile recycling program through a franchise partnership with the City. This Ordinance was created to bring clarity and consistency to textile recycling efforts within the City. As a follow-up to Ordinance 2017-37, the City of Greenacres adopted Ordinance 2018-10 on May 21<sup>st</sup>, 2018. Ordinance 2018-10 subsequently codified the textile recycling program's franchise agreement, thus starting the recycling program. The program facilitates the collection and recycling of textiles through the provision of collection bins that the franchise is responsible for collecting.

### 9. The City of Greenacres Stormwater Management Amendments

On May 7<sup>th</sup>, 2018, the City of Greenacres took efforts to amend and repeal conflicting parts of the existing stormwater management code provisions by adopting Ordinance 2018-02. By amending the existing stormwater management code, the City of Greenacres made the current code more consistent and modern.

### 10. The City of Greenacres Wastewater Expansion

On March 21<sup>st</sup>, 2022, the City of Greenacres adopted Ordinance 2022-03 to expand Palm Beach County's wastewater system into the City of Greenacres and provided permissions to the County to perform maintenance

## Air Quality

The conservation, preservation, and protection of air quality is delegated to multiple governing bodies. Federal, State, and Local agencies create the regulatory framework that serves to guide and manage the air quality of the City of Greenacres. Each governing body is discussed below, with their associated responsibilities described. Following descriptions of the associated governing bodies, analysis of the existing conditions will be provided below.

### Federal

The Environmental Protection Agency (EPA) is responsible for the administration of federal air quality standards. The Clean Air Act of 1970 and the 1990 amendments directed the EPA to establish National Ambient Air Quality Standards (NAAQS). The term "ambient air quality" refers to the quality of air representatively sampled from an area. The EPA determined that carbon monoxide, sulfur dioxide, total suspended particulate, nitrogen dioxide, ozone, and lead required regulation. For each of the criteria pollutants, the administration has set two standards: primary and secondary ambient air quality standards. Primary standards are necessary to protect human health. Human health is interpreted to include the health of the most sensitive individuals, such as children and the elderly. Secondary standards are sufficient to protect public welfare. Public welfare includes visibility, plant life, and animal life. Ambient standards are noted in terms of exposure time (1 hour, 8 hours, annual averages) and are generally more stringent than occupational standards which are designed to protect healthy individuals in the workplace. The 1990 amendments to the Clear Air Act address the problem of ozone nonattainment within certain geographical regions including all of Palm Beach County. This act created a new partnership between state and federal governments, giving the states the primary responsibility for directing monitoring, controlling, and preventing pollution while assigning responsibility to the federal EPA for establishing standards the states must enforce, conducting research, and providing financial and technical assistance to the states.

### State

The Florida Department of Environmental Protection (FDEP), Division of Air Resource Management, administers multiple federal air quality programs, delegated to the state, pursuant to federal air quality laws.





Under these programs, new and modified sources of air pollution in areas of the state that meet air quality standards must control emissions in order to preserve overall air quality. As of 2021, the FDEP operates 177 air quality monitoring sites across the state, with 4 being located within Palm Beach County. The FDEP publishes the Annual Air Monitoring Network Plan as a requirement of the Code of Federal Regulations established by the EPA.

**Local**

The Air Pollution Control Section of the Palm Beach County Health Department is responsible for the maintenance of air quality standards within Palm Beach County including the City of Greenacres. The primary responsibilities of the Palm Beach County Health Department Air Pollution Control Section include the following:

- The permitting and licensing of air pollution sources
- Conducting inspections and enforcing air pollution regulations
- Encouraging effective growth management programs, including transportation planning, that help to minimize air pollution.
- Investigating air pollution complaints
- Promoting pollution prevention and conservation
- Technical assistance to residents reporting indoor air pollution.
- Control of open burning.
- Asbestos abatement and building demolition
- Molds and Moisture

**Existing Conditions**

Palm Beach County is part of the Southeast Florida Urban Airshed that includes Dade and Broward Counties. Based on the most recent data shown in the "2021 Annual Ambient Air Monitoring Technical Report" for Palm Beach County, the County is in compliance with the Federal Ozone Standard. The EPA has developed a uniform standardized daily air quality reporting index, called the Pollutant Standard Index (PSI), locally called the Air Quality Index (AQI), to be used by state and local agencies. This index is dependent upon measured concentrations of the six pollutants which have been assigned National Ambient Air Quality Standards (NAAQS). The six pollutants measured by NAAQS are as follows: particulate matter (PM), carbon monoxide (CO), sulfur dioxide (SO2), nitrogen dioxide (NO2), lead (Pb), and ozone (O3). The index converts air pollution concentrations to a normalized number on a scale of zero to three hundred. Six categories have been chosen to depict daily air quality: "good" (0-50), "moderate" (51-100), "unhealthy for sensitive groups" (101-150), "unhealthy" (151-200), "very unhealthy" (201-300), and "hazardous" (301-500). For historical reference, the Florida Department of Environmental Protection states that the entire state has never had a circumstance where the AQI exceeded the 200 level. If pollutant concentrations warrant, the AQI report is expanded to include identification of the problem health effects. Palm Beach County reports the air quality index to the general public on a daily basis as required by the Code of Federal Regulations, 40 CFR, Part 58.40 Subpart E "Air Quality Index Reporting". Pollutants are considered to be over the acceptable threshold of air quality when they exceed the "moderate" (100+) range of the AQI.

The AQI for Palm Beach County is graphed on Figure X. The Plot shows that the air quality consistently remains in the "good" category, with observable "moderate" days. The AQI graph shows that Palm Beach County has experienced only a few days where the AQI rose to levels between 101 and 200, falling in the "unhealthy for sensitive groups" to "unhealthy" AQI range.

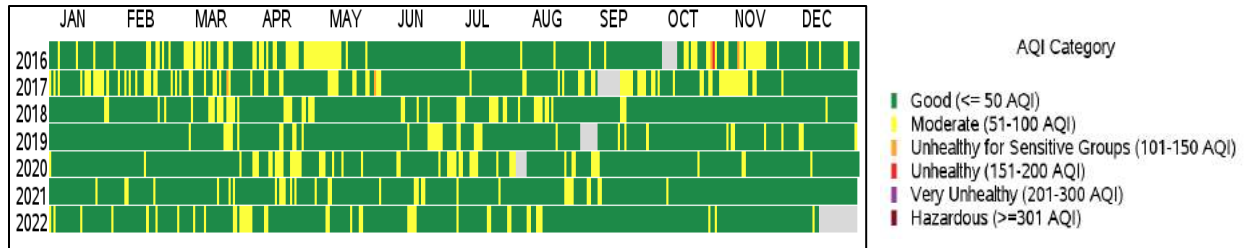


Figure X. Source: US Environmental Protection Agency. Air Quality System Data Mart, Air Data – Multiyear Tile Plot (2016-2022), available via <https://www.epa.gov/outdoor-air-quality-data>. Accessed December 16th, 2022. Please note, the EPA provides the following disclaimer on this dataset: The AirNow data are not fully verified and validated through the quality assurance procedures monitoring organizations use to officially submit and certify data on the EPA AQS (Air Quality System) and, therefore, cannot be used to formulate or support regulation, guidance or any other Agency decision or position.

For the calendar year of 2021, air quality in Palm Beach County was in the “good” range 90.68% of the year and in the 'moderate' range less than 10% of the year. “Moderate” air quality episodes of particulate matter may occur throughout the year, usually the result of heavy construction activity and dry weather. Ozone levels approaching the “moderate” range occur during the afternoon hours in spring, summer, and fall. Stagnant weather conditions may also contribute to 'moderate' level episodes. Air pollution is primarily caused by man's industrial and transportation activities. It is the undesired by-product of the technological advancement of our modern society. On the other hand, this modern society has also developed efficient methods to prevent and control atmospheric emissions of air pollutants. Emission contributions can be classified by three main categories of air pollution: stationary, mobile, and air sources. Mobile emissions are the primary cause of air pollution within the City of Greenacres.

**Water Resources**

The water resources found in the City of Greenacres can be summarized into two major categories: 1) Surface Water Systems, and 2) Groundwater Resources. Surface water systems include the following sub-categories: Natural Drainage and Erosion, Floodplains, Rivers, Bays, Lakes, and Wetlands. For the City of Greenacres, the principal groundwater resource is the Surficial Aquifer system. While the water resources within the City of Greenacres are viewed as two major categories, the water resources as a whole, all impact each other and should be viewed as one major water resource system.

**Surface Water Systems**

*Natural Drainage and Erosion*

In general, the City of Greenacres’ topography varies only a few feet. Therefore, drainage becomes a problem in situations where there are no natural drainage courses for the water to flow. As a result, the City of Greenacres is required to rely on an engineered canal network to provide adequate drainage to sustain development. The regional water management system which services the City is the Central and Southern Florida Flood Control Project which is operated by the South Florida Water Management District (SFWMD). These drainage features are further outlined in the Infrastructure Element of this plan. Climatic action upon the flat terrain of the City has created few major surface water features. Small depressions found throughout the City often fill with water and form intermittent ponds that may link together during heavy rains to create slow moving waterways. These waterways drain into the existing canal network system. The terrain lends little gravitational impetus to stream flow, causing few erosional changes.

*Floodplains*

The Federal Emergency Management Agency (FEMA) delineates surface water systems and the 100-year floodplain. Theoretically, there is a one percent (1%) chance of a 100-year flood occurring every year in a given location. Therefore, a 100-year flood occurring two or more years in a row is possible. Smaller floods



(e.g. two year, five year, or ten-year floods) have a greater chance of occurring each year. Areas that would be inundated by the 100-year flood are designated by FEMA as “Areas of Special Flood Hazard”. For many years, the City of Greenacres was considered not to be located within any special flood hazard areas. However, as of 2017, the City of Greenacres now contains several areas across the City that are deemed to be in FEMA Flood Zone AE, which is considered a special flood hazard area. These areas are documented through the City of Greenacres’ Building Department. The City of Greenacres’ Building Department offers guidance for homeowners on any questions they may have in regard to the updated FEMA flood maps and how the new zones may affect their property.

The City has actively participated in the National Flood Insurance Program (NFIP) objectives since August 26, 1977. All recent developments comply with existing Federal and State laws related to flood prone areas. In order to anticipate impacts from pending amendments to FEMA Flood Insurance Rate Maps (FIRM), the City has recently initiated a Floodplain Management Ordinance and started active participation in the NFIP Community Rating System (CRS) Program, which provide discounts to residents on flood insurance rates in return for instituting regulations and raising development standards.

### *Rivers, Bays, Lakes and Wetlands*

Within the present limits of the City of Greenacres, there are no natural rivers, bays, lakes, or wetlands identified by the Florida Department of Environmental Protection. However, several on-site water detention/retention ponds do exist among residential developments as drainage features. These areas are addressed in greater detail in the Future Land Use Element of this plan.

### **Groundwater Resources**

Groundwater is the principal source of water supply for 1) municipal systems, 2) private industrial, agricultural and domestic use, and 3) maintaining the water level in lakes and streams. Groundwater is derived from precipitation and surface waters from streams, lakes, swamps, and ponds. This water filters into the ground where the soil is permeable, or through openings or passages in rock formations, to reach the aquifer systems. The majority of rainfall infiltrating the water table aquifer travels in a southeasterly direction from higher elevations to natural discharge areas such as lakes, streams or man-made canals. As described in the text of the Conservation Element of the Palm Beach County Comprehensive Plan (Introduction, Surface Water and Groundwater Quality and Quantity), Palm Beach County currently relies on one principal aquifer system: The Surficial Aquifer System. This aquifer contains: 1) the unconfined Biscayne Aquifer located in southern Palm Beach County and 2) the undifferentiated Water Table Aquifer located throughout the rest of the County. The Biscayne Aquifer is currently the sole source of potable water for southern Palm Beach County. It is recharged by direct infiltration of rainfall and canal inflow. In the future, the County may also rely on the Floridan Aquifer to complement future water supply needs. The Floridan Aquifer System underlies the State of Florida and portions of other states to the north and west of Florida. The Floridan Aquifer lies deep below the ground of South Florida and would require special treatment to make the brackish water in its upper layer suitable for drinking.

Given the importance surrounding South Florida’s groundwater resources, the SFWMD has outlined major strategic goals, initiatives, and the general conditions of South Florida’s water resources within the Lower East Coast Regional Water Supply Plan. The Lower East Coast Water Supply Plan is a continually updated planning document that has been in place since 2000, with the latest update in 2018. The SFWMD’s Lower East Coast Regional Water Supply Plan has suggested the Floridan Aquifer as one of the future water source options. Within the 2018 SFWMD Lower East Coast Water Supply Plan Update, Sea Level Rise was referenced as an issue of concern for freshwater resources. This is due to salt-water intrusion, which taints groundwater resources as it encroaches upon the coast. Although the City of Greenacres is not located on the immediate coast, where Sea Level Rise concerns are most prevalent in the form of king tides and flooding, Sea Level Rise poses a threat to the City’s groundwater resources and must be monitored closely.



### *Surficial Aquifer System*

The principal source of groundwater for the City of Greenacres and Palm Beach County is the Surficial Aquifer System. The Surficial Aquifer System functions through the continual recharge and drawing of water into and out of the underground system. South Florida's high rates of annual precipitation greatly benefit the Surficial Aquifer System's ability to recharge. According to the SFWMD, the 30-year historical average rainfall for Palm Beach County is 60.45 inches per year. For reference, the SFWMD district as a whole has a 30-year historical average of 53.22 inches per year. This shows that Palm Beach County receives a greater amount of precipitation compared to other counties in the same region. While the County receives steady precipitation amounts that assist in recharging the Surficial Aquifer, the conservation of water resources must continue to be actively pursued and enforced. Support Document Map No. CON 2 details the zone of secondary permeability (undifferentiated Water Table Aquifer) and the transmissivity of the surficial aquifer system underlying the City. Transmissivity is defined as a measure of the ease with which water can move through an aquifer.

The City of Greenacres' contour elevations, referenced using mean sea level, indicates that the base of the surficial aquifer system shows a gradient decline of 290' to 260'. The base of the surficial aquifer system in the City of Greenacres is shown on Support Document Map No. CON 5. The origin of the base is located due west of the City at a depth of 140' feet. Currently there are no public water supply wells within the City of Greenacres. However, just to the west of the western edge of the City, there is a well field serving Palm Beach County System No. 2 which is the source of potable water supplied to Greenacres residents. The City has adopted a Wellfield Protection Ordinance (Ord. 88-7) that restricts land uses and regulated chemicals with zones of influence of potable water wells. This Ordinance created a permit review process through Palm Beach County and South Florida Water Management District (SFWMD) to protect and monitor the aquifer.

As of 2022, the City has continued to participate in the National Pollutant Discharge Elimination System (NPDES). The NPDES contains a comprehensive stormwater management program with specific requirements to address stormwater runoff from residential, commercial, industrial, and construction sites. A program to eliminate illicit discharges and improper disposal of waste is also included in the permit. The implementation of this permit will create awareness of the quality of the water entering the aquifer. Increasing water use has resulted in degraded water quality. Natural areas and other open spaces are also important as groundwater recharge areas. The preservation of recharge areas and the use of on-site stormwater retention/detention help to replenish water systems. The City of Greenacres' Public Works Department provides residents of Greenacres the ability to report illicit connections to the City's stormwater system. This service assists the City in preserving and maintain the quality of water entering and leaving the Aquifer Innovative and practical conservation techniques, as well as public education programs, should be utilized to conserve and provide an adequate water supply for Greenacres. Water conservation techniques include the use of native drought-tolerant landscaping, the use of irrigation quality water reuse, limiting times of watering and the use of low flow plumbing fixtures. Public education about water conservation should be stressed at all levels. The City of Greenacres Zoning Code section 16-1305 requires that specific xeriscape principles are incorporated into all landscape plans. Moreover, the City of Greenacres Zoning Code section 16-1307 provides a list of drought tolerant plant species to be used in the City to save water resources.

### **GEOLOGIC ANALYSIS**

The Geologic Analysis of Greenacres is broken down into 3 major sections. These sections are as follows: Soil Formations, Mineral Resources, and Soil Erosion.

### **SOIL FORMATIONS**

#### *Topography and Physiographic Areas*



Palm Beach County Area is roughly divided into three physiographical categories based upon the type of soils present. These areas and their relationships to the City of Greenacres are identified on Support Document Map No. CON 3 and include:

1. the coastal ridge
2. the sandy flatlands
3. the Everglades marsh

The City of Greenacres lies entirely within the sandy flatlands area of east central Palm Beach County. The sandy flatland is an area of very little topographical change. Most of this area has an elevation of ten (10) to twenty (20) feet above mean sea level. The subsurface geology and the surface features of the City of Greenacres are directly related to historic fluctuations in the sea level.

During the ice age of the Pleistocene Period, one million years ago, the advancing and retreating of the glaciers created tremendous fluctuations in the levels of the seas, influencing the geologic formation and topography of Florida. The ocean currents eroded and swept much of the sand from beaches in central Florida seaward which mixed with shellfish and was deposited in an area extending from southern Palm Beach County north to St. Augustine. This deposit of sand and shell material, called the Anastasia Formation, underlies the City of Greenacres and about one-third of eastern Palm Beach County (see Support Document Map No. 6).

**MINERAL RESOURCES**

The United States Department of Agriculture, Natural Resources Conservation Service (NRCS), as well as the Florida Department of Environmental Protection have not identified any known sources of commercially valuable minerals within the City of Greenacres.

**SOIL EROSION**

Erosion factors are used to predict the erodibility of a soil and its tolerance to erosion in relation to specific kinds of land use and treatment. The NRCS defines soil erosion as the detachment and movement of soil material, either caused by natural occurrences or human activity. The soil erodibility factor (k) is a measure of the susceptibility of the soil to erosion by water. The soil loss tolerance (t) value is a measure of the maximum amount of erosion possible that could still support plant growth. Soils with low (t) values have the highest susceptibility to soil erosion. Soils having the highest (k) values are the most erodible. K values range from 0.02 to 0.64. The three types of soils found in the City are Myakka, Riviera, and Basinger.

TABLE CON – 1					
Soil Erosion Factors					
Soil Name	Permeability	Risk of Corrosion		Erosion Factors	
		Uncoated Steel	Concrete	K	T
Basinger	20	High	Moderate	0.1	5
Myakka	6.0-20	High	High	0.2	5
Riviera	0-28	High	High	0.17	4

Source: U.S. Department of Agriculture, Soil Conservation Service - December 1978.

The erosion factors as shown in Table No. 2 indicate that the erosion factor is low to moderate. This is confirmed given the (k) and (t) values associated with the main soil types for the City of Greenacres. There are no areas in the City of Greenacres known to have experienced soil erosion problems. Soil types



identified by the U.S. Dept. of Agriculture, NRCS, in the City of Greenacres are shown on Map Series FLU Map No. 6 and Table No. 2.

### **WILDLIFE AND VEGETATIVE COMMUNITIES**

To discuss the wildlife and vegetative communities, the following sections are organized by Flora and Fauna.

#### **FLORA**

Since most studies of endangered or threatened species are conducted on a regional level, it has been difficult to refine a quality study specifically for the City of Greenacres. The City of Greenacre's existing vegetative cover is typical of that found in most of South Florida municipalities away from the coast. Slash pine occupies portions of the slightly higher elevations with an understory of saw palmetto. Slightly lower areas are occupied by Melaleuca. The invasion of the punk tree (*Melaleuca leucadendron*), is threatening these remaining strands of pines. Because the Melaleuca tree is virtually impossible to eradicate and very difficult and expensive to control, it has been added to the list of trees not to be used in the City of Greenacres. The City of Greenacres Zoning Code, Sec. 16-1312 contains a complete list of unacceptable flora species prohibited in the City. In general, the two predominant causes for loss of trees and vegetation within the City are: 1) land development and 2) disease.

#### **FAUNA**

Conservation of ecological communities is necessary to prevent the loss of critical habitat and to protect threatened and endangered species. Impacts that would reduce their populations should be prevented to the greatest extent feasible. Additionally, the City of Greenacres encourages actions that will increase or preserve the existing species and/or habitats. Since most studies of endangered or threatened species are conducted on a regional level, it has been difficult to refine a quality study specifically for the City of Greenacres. In an effort to preserve and conserve suitable habitats for fauna found within the City of Greenacres, the City enacted Ordinance 90-42. Ordinance 90-42 serves to establish the baseline policy to protect existing trees identified as historical, valuable, endangered, or threatened. Additionally, Ordinance 90-42 calls for the preservation of ecological communities, native habitats, and nature features through specific, development focused requirements added to various sections of the City of Greenacre's zoning code.

#### **ANALYSIS**

Partial destruction of ecological communities can be caused by breaking up wildlife areas into small, isolated pockets through destruction of the vegetation, which serves to link the communities together. In general, this phenomenon is described as habitat fragmentation. Habitat fragmentation removes the vital linkages that exist between habitat systems. These linkages, where still present, allow the movement of wildlife throughout the City, County and/or the region. This connected "network" of habitats reduces inbreeding, provides evacuation routes during stressful environmental events, and is needed to aid in the survivability of certain species. Since the current City boundary is largely developed, any ability to link ecological communities has been greatly reduced. An overarching open space/corridor linkage plan can be addressed in the future, recognizing the potential for open space/linkages that still exist west of the current City boundary but within our future annexation area. The best available information is based on aerial photography which depicts vegetative cover and land use. A more comprehensive inventory of the ecological communities should be conducted that will help to ensure that the communities are not accidentally or needlessly destroyed by development. This inventory would form the basis of management policies and guide land development regulations for the conservation and preservation of ecological communities and endangered and threatened species.



### FISHERS AND MARINE HABITATS

There are no fisheries or marine habitat under public management and ownership within City limits. Recreational freshwater fishing opportunities in the City of Greenacres are limited to drainage canals and other water management areas.

### WETLANDS

There are no known wetlands in the current boundaries of the City of Greenacres. Based on data obtained through maps produced by the National Wetlands Inventory (NWI), the City does not contain any natural wetlands. At the time of any site and development order, a vegetative and ecological assessment is required. If any wetlands are identified, Environmental Resources Management (ERM) with Palm Beach County would do an assessment of the property. The City's future annexation boundaries contain some wetlands as identified on the NWI maps. The current site and development process will ensure that any needed mitigation and/or protection of wetlands will occur.

### POLLUTION

Generally, pollution can be classified as the alteration or degradation of natural resources caused by substances that are present within the environment, that either should not be in that location or are at a volume or concentration that is harmful to the health of that localized environment and/or the people living there. From a conservation standpoint, where the preservation and stewardship of natural resources are critical to the overall health of the environment and people; pollution poses a significant threat to the City of Greenacres.

Pollution occurs in various scales and degrees of impact. Pollution that occurs in urban areas is typically observed in two major forms or types: point source and nonpoint source. Point source and nonpoint source pollution are further separated into different groups based on the type of natural resource that they impact. According to the EPA, point source pollution is a form of pollution with a clearly identifiable point of origin. For example, point source pollution could be pollutants coming from a factory smokestack. Conversely, the EPA classifies nonpoint source pollution as pollution that occurs without a clearly identifiable source. For example, nonpoint source pollution could be the discharge of excess fertilizers from regional residential areas which are difficult to track and identify at a granular level. Nonpoint sources of pollution pair unfortunately well with highly urbanized environments, like the one present in the City of Greenacres. According to the EPA, urbanized environments increase both the amount and variety of pollutants that impact natural resources. Moreover, urbanized environments have high amounts of impervious surfaces, like parking lots, roadways, shopping centers, and structural coverage that increase the amount of localized runoff in specific locations.

The City of Greenacres remains committed to preventing both point and nonpoint sources of pollution within the City. The future establishment of City ordinances to curb point and nonpoint source pollution could provide the City of Greenacres with increased ability to preserve and conserve the City's natural resources. In the next sections, pollution will be discussed according to the following categories as they relate to the City of Greenacres: Drainage, Air, Hazardous Waste, and Water Use.

#### *Drainage*

Interconnected drainage canals in the City are all controlled and regulated by the Lake Worth Drainage District (LWDD). These canals eventually flow into Lake Worth, a regionally significant water body located approximately five miles from the City of Greenacres. Outfall structures are designed to ensure that the first 1.5 inches of runoff are retained for five days for purposes of water quality enhancement. Outfall structures also are designed such that the discharge resulting from a 25-year, 3 day storm would not exceed the allowable discharge specified by the LWDD.

There are a few specific pollution problems relating to Palm Beach County and the City of Greenacres. The Surficial aquifer water quality is threatened by pollution due to runoff primarily from highways and streets. Motor oil, gases, rubber and chemicals are channeled into some swale areas where it then infiltrates into



the ground, contaminating the aquifer. Unless corrective measures are taken, the problem could increase and ultimately cause health and other related damages, with the decline of water quality. A storm sewer system has been developed for some areas in the City of Greenacres that is designed to capture some of these pollutants. The establishment of a more complete system, would aid in the diversion of water on flooded streets and avoid stagnation of water in the swales, thus helping maintain a safer aquifer. Moreover, the establishment of more stringent ordinances related to drainage pollution could bolster the City of Greenacres effort to prevent drainage pollution.

### *Air*

The topography is of primary importance whenever meteorological events in a given region are to be evaluated. Palm Beach County being a "flat" and semitropical region is governed by the quasi permanent location of the "Bermuda" high pressure area, which causes our prevailing easterly surface winds in addition to supplying warm moist air. The "Bermuda" high pressure area is also capable of causing high pollution days. This atmosphere can easily occur if cold air moves underneath the warm air, trapping pollutants near the lower levels. During these atmospheric conditions, the County is particularly vulnerable to air pollutants that are trapped at the ground-level.

According to the "2021 Annual Ambient Air Monitoring Technical Report" for Palm Beach County, ground-level ozone is one of the more difficult types of air pollution to track and control within the County. The EPA states that ground-level ozone is a product of chemical reactions between nitrogen oxide (NOx) and various volatile organic compounds (VOC). These chemical reactions occur within the presence of sunlight, thus occurring at a larger degree during warm, sunny days. In Palm Beach County, emissions from gas powered vehicles represent a source of ground-level ozone pollution. Ozone is monitored by two of the four air quality monitoring sites within the County, these are the Lantana Preserve and Lamestein Lane sites.

### *Hazardous Waste*

Hazardous waste is defined in Chapter 403, section 703 of the Florida State Statutes as: "Hazardous waste" means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed." Hazard waste is regulated at the County level, through the Florida Department of Health, Palm Beach County Hazardous Waste Program. The Palm Beach County Hazardous Waste Program is responsible for the proper identification, quantification, and management of hazardous waste for the County. Moreover, Palm Beach County encourages residents to dispose of hazardous waste responsibly, by dropping off the item at the nearest Solid Waste Authority (of Palm Beach County) Household Hazardous Waste Collection sites. This collection service is free for Palm Beach County residents and provides a safe way to dispose of hazardous waste that could be highly detrimental to the environment, if improperly disposed of.

### *Water Use*

The Surficial Aquifer is the primary source of freshwater provided to the residents of the City of Greenacres, as supplied by the Palm Beach County Water Utilities Department. No single entity has jurisdiction over the aquifer however South Florida Water Management District does permit wells and the amount of water withdrawn from the aquifer. The approximately 60.45 inches of rainfall which falls on Palm Beach County annually replenishes these water resources through infiltration. The withdrawal of water from the Surficial Aquifer is restricted by permits issued by the South Florida Water Management District. Additional information related to water use can be found in the Utilities Element of this Plan.

In addition to water use for drinking water, the City of Greenacres encourages residents to be cognizant of water use for various other day to day activities, such as home irrigation for lawncare. Nonpoint source pollution from the various fertilizers used to maintain lawns attribute to the degradation of local water





systems. It is recommended that residents and municipalities alike refer to the South Florida Water Management District's best management practices for turf and landscaping. This can be found in the appendix of SFWMD's "Best Management Practices for South Florida Urban Stormwater Management Systems" (2002).

### RECOMMENDATIONS

The following section highlight the Conservation Element recommendations for the City of Greenacres moving beyond the current planning horizon of 2035, for future consideration and are sourced from the information collected and analyzed as part of the Data and Analysis. To provide recommendations that address all factors of the Conservation Element, the recommendations have been organized into the following categories: Air, Life, Water, and Land.

#### Air

On average, the City of Greenacres' air quality has been "good" for the last 6 years between 2016 and 2022 (US Environmental Protection Agency. Air Quality System Data Mart, Air Data 2016-2022). This is based on the EPA's National Ambient Air Quality Standards rating system, which states that air quality levels between 0 and 50 are considered good and present minimal to no impacts to health (US EPA AirNow AQI Basics, 2022). Given the status of air quality for the City of Greenacres, it is recommended that the City continues to engage and participate in required Local, State, and Federal air quality standards and programs. In summary, these programs are:

- Local: Air Pollution Control Section of Palm Beach County Health Department
- State: Florida Department of Environmental Protection Air Monitoring Network
- Federal: Environmental Protection Agency National Ambient Air Quality Standards

Moving forward, as the region's population expands, the regional air quality may become threatened due to increased vehicle emissions. As a result, it is recommended that the City of Greenacres continues to seek methods for reducing personal vehicle miles traveled in order to reduce overall emissions and preserve air quality.

#### Life

The City of Greenacres' wildlife and vegetative communities face threats stemming directly from human development, with habitat fragmentation being a large driver of concern. Therefore, it is recommended that the City consult with Florida Natural Areas Inventory (FNAI) to conduct a site-specific inventory report of Greenacres for the identification of natural resources including rare animal and plant species. This report will aid the City in understand and identifying the flora and fauna communities within the municipal boundaries. Further, it is recommended that based on the outcome of the FNAI inventory, the City should create or plan to create a Wildlife Connectivity Plan that focuses on reconnecting fragmented habitats within the City through greenways and design techniques.

#### Water

As organized within the Data and Analysis, water in the City of Greenacres can be organized into two major groups: surface water and ground water. For surface water, the Data and Analysis found that the City faces threats related to drainage, erosion, and floods. For groundwater, the Data and Analysis found that the City faces threats related to pollution and drought.

##### *Surface Water*

As a result of these threats related to drainage, erosion, and floods, it is recommended that the City of Greenacres continues to update and modernize their land development code as it relates to stormwater



management and floodplain management. In 2016, the City of Greenacres adopted ordinance 2016-14 which was specifically drafted to address the new special flood hazard areas within the City's boundaries. Subsequently in 2018, the City of Greenacres adopted ordinance 2018-02, which was drafted to address older, conflicting parts of the existing stormwater management code provision and replace these sections with more modernized stormwater management requirements. It is recommended that the City of Greenacres continues to revise, repeal, and modernize their land development code as it relates to surface water. The EPA provides a database of model ordinances that other governments across the country have adopted in a response to issues related to drainage, erosion, and flooding. The City of Greenacres should explore these model ordinances and update their current land development code as appropriate.

### *Groundwater*

The primary drivers of concern for groundwater resources in the City of Greenacres are pollution and drought. Groundwater pollution, in the form of point and nonpoint sources, poses a threat to the surficial aquifer system. In order to address these concerns, it is recommended that the City utilizes the EPA's urban runoff model ordinances to update, revise, and add additional regulations to their land development code. The EPA's urban runoff model ordinances represent modernized approaches to addressing point and nonpoint source water groundwater pollution. While not all model ordinances will be a clear fit for the City of Greenacres, it is recommended that the City uses these model ordinances as a resource to create effective, homegrown ordinances.

Although drought can be caused solely by a lack of precipitation, it can be exacerbated or also caused by unsustainable water consumption. The City of Greenacres currently has landscape policies centered around reducing the overconsumption of potable water used for irrigation. These policies encourage native plant species and other xeriscape landscape design measures that can decrease irrigation usage. It is recommended that the City of Greenacres continue to enforce these policies while also expanding them where applicable. Furthermore, it is recommended that the City reviews "Waterwise: South Florida Landscapes" (2003), which is a publication from the South Florida Water Management District that focuses on providing water conservation landscaping techniques. The City should utilize the publication as a guide for adding additional landscaping requirements to the land development code, as applicable to the City.

### **Land**

The Data and Analysis revealed that the City of Greenacres is relatively unchanged regarding land resources. The geological makeup of the City has remained the same since the previous Comprehensive Plan update. Although the geological functions of the City's land have remained unchanged, the City should still recognize the threat of soil erosion in plan making. The soils present within the City are Basinger, Myakka, and Riviera. These soils range from low to moderate in terms of how susceptible they are to soil erosion. Soil erosion is defined by the NRCS as "the detachment and movement of soil material, either caused by natural occurrences or human activity". As a result of the City's general level of susceptibility to soil erosion, it is recommended that the City utilizes the EPA's urban runoff model ordinances related to erosion and sediment control. These ordinances provide policy solutions for the City to incorporate into the land development code that will assist in safeguarding the City from soil erosion.



## DATA AND ANALYSIS

### INTRODUCTION

In 1975, the Florida Parks and Recreation Association and the Florida Planning Association published "Criteria for Leisure Facilities", which established recreation facility standards, including minimum acreage and service area requirements. Those standards were to be utilized by communities as general guidelines to evaluate existing and future recreation facilities. Many of the standards established in this publication were incorporated in "Outdoor Recreation in Florida" (1976), the official outdoor recreation plan for the State of Florida. The City of Greenacres City Council instructed city staff to create a "recreation fund" in November 1977 due to a rapid increase in population within the City. This fund established the first step towards creating a separate Parks and Recreation Department.

In February 1983, the City prepared the Recreation/Open Space Plan to guide the City in acquisition and development of recreational areas, facilities and open space. Later that year, the City Council created an interest-bearing account known as the "Parks and Recreation Fund", to be used for the acquisition, improvement and expansion of recreational park and open space areas. This fund was financed by the collection of impact fees. Impact fees for residential development continue to be collected as payment in lieu of land dedication.

A parks and recreation supervisor position was created in the public works department during the summer of 1986, "Parks and Recreation" became independent of Public Works only a year later, October 1, 1987. This department, now known as Community and Recreation Services, now oversees the operation and planning for recreation in the City as well as several other community services.

### INVENTORY OF OPEN SPACE AND RECREATION BY CLASSIFICATION

The City's classifications are comparable to both the county and state classifications/definitions for open space and recreation, and provide for the necessary modifications tailored to the unique features of the community, the context of an urban park system and the Department's operations.

The Recreation and Open Space Element of the Palm Beach County Comprehensive Plan was most recently updated by way of Ordinance Number 2012-22 and was deemed effective on 08/31/12. The element recognizes four (4) categories of public recreation: Countywide (Regional, Beach and District), Local-Level (Community and Neighborhood), Open Space, and Recreational and Cultural.



Figure 1. Samuel J. Ferreri Community Park

The City of Greenacres previously classified open space and recreation into five (5) distinct categories; 1) Mini-Parks/Tot Lot, 2) Neighborhood Parks, 3) Community Parks, 4) Regional Parks, 5) Open Space.

The categories were determined based on the following considerations:



**Mini Parks/Parklets**

Mini Parks, or parklets, are generally a quarter acre (1/4 ac) to two acres (2 ac) in size and support a basic level of structured, passive or active recreational activity or programming. Typical development may include lawn and landscape, benches, trash receptacles, picnic tables, small scale playground equipment, vehicular barriers, paved parking and walkways, signage and lighting. These facilities are maintained entirely without the benefit of user fees, though they are suited to some limited cooperative public-private projects. Specifics of each park are found on Table 1 with corresponding locations shown on Support Document Map No. ROS.1.

TABLE 1 Mini Parks/Parklets								
Park Name	I.D.	# of Acres	Gazebos	Picnic Area/ Shelter	Picnic Tables	Play-ground	Benches	Little Free Library
Arbor Park	1	0.74	-	-	-	X	-	-
Gladiator Park	2	1.23	-	X	-	X	X	X
Friends Park	3	0.21	-	-	-	-	X	-
Heather Estates Park	4	0.44	-	-	X	X	-	-
Ramblewood Park	5	0.37	-	-	X	X	-	-
Oasis Park	6	0.29	-	-	-	-	X	-
<b>TOTAL</b>		<b>3.28</b>						

Source: City of Greenacres

**Neighborhood Parks**

The neighborhood park is a walk-to park, generally located along streets where people can walk or bicycle without encountering heavy traffic. These parks are owned by the City and developed for passive and active recreational activities. These parks are generally two to five acres and are typically not staffed or programmed, but may periodically be so on a seasonal or part time basis only. All of the operations are conducted without the benefit of user fees, although some nominal permit, entrance, or registration fees may be charged. These parks are prime candidates for cooperative projects involving the City, civic associations, the School Board and/or other private businesses and organizations.

Typical facilities developed in the Neighborhood Park may include playgrounds, recreation buildings, multipurpose courts, sports fields, picnic areas and free play areas. Additional facilities may be added, depending on the recreation demands of the neighborhood. Specifics of each neighborhood park in the City are found on Table 2 with corresponding locations shown on Support Document Map No. ROS.1.



TABLE 2 Neighborhood Parks																
Park Name	I.D.	# of Acres	Exercise Area	Picnic Tables	Picnic Area/Shelter	Gazebos	Tennis	Grills	Playground	Jogging Path	Soft/Baseball	Basketball	Football/Soccer	Multipurpose	Restrooms	Little Free Library
Empire Park	1	4.85	-	-	X	X	-	X	X	-	-	X	-	X	-	X
Burrowing Owl Park	2	2.01	-	X	X	X	-	X	X	-	-	X	-	-	-	-
Veterans Memorial Park	3	4.65	-	-	X	-	X	X	X	-	-	X	X	X	X	X
Rambo Park	4	2.00	-	-	X	-	-	X	X	-	-	X	X	-	-	X
Bowman Park	5	4.70	X	X	-	X	-	-	X	X	-	X	-	-	-	X
Municipal Complex (park only)	6	13.57	-	-	X	-	-	-	-	X	-	-	-	-	-	-
<b>TOTAL</b>		<b>31.77</b>														

Source: City of Greenacres

**Community Parks**

A community park is a "ride to" park, owned by the City and designed to serve the needs of 4-6 neighborhoods which constitutes a community. A minimum of 20 acres is the recognized standard however, in the City of Greenacres such facilities are generally 7- 20 acres. Community parks are operated without the benefit of user fees, although these facilities characteristically involve more "pay as you play" recreational opportunities.

Typical facilities at a community park may include ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sports fields and swimming pools. Adequate off-street parking may be needed since most residents drive to these locations. Two important elements of every community park are the use of landscaping and the provision of passive recreation activity areas. Specifics of each park are found on Table 3 with corresponding locations shown on Support Document Map No. ROS.1.

TABLE 3 Community Parks																				
Park Name	I.D.	# of Acres	Concession Stand	Exercise Area	Gazebos	Grills	Picnic Areas/Shelters	Picnic Pavilion	Picnic tables	Playground	Restrooms	Baseball	Basketball	Multi-use	Pickleball	Racquetball	Soccer	Tennis	Little Free Library	Walk/Jog/Bike
Samuel J. Ferreri Community	1	17.57	-	X	X	X	X	X	X	X	X	-	-	X	X	X	-	X	X	X
IRA Van Bullock Rec. Complex	2	8.84	X	-	-	X	X	X	-	X	X	X	X	X	-	-	-	-	X	-
Greenacres Freedom	3	51.93	X	X	-	X	X	X	-	X	X	-	X	-	X	-	X	-	X	X
<b>TOTAL</b>		<b>78.34</b>																		

Source: City of Greenacres



## 7. RECREATION AND OPEN SPACE

### Regional Parks

According to the Palm Beach County Comprehensive Plan, regional parks are the largest class park in Palm Beach County. These parks generally exceed two hundred (200) acres in size and provide access to a substantial natural or manmade resource. Although regional parks are to primarily provide passive recreational facilities, the regional parks in Palm Beach County tend to provide a significant amount of active recreational facilities. Passive activities in regional parks often include picnicking, camping, hiking, fishing, and boating as the main activities. Special facilities such as museums, golf courses, or water-skiing facilities may also be included. The most prominent feature of a regional park is that it provides recreational opportunities that, through the design and development of outdoor recreation resources and facilities, capitalize on the natural environment.

The Palm Beach County regional parks are not located within the City limits, however Greenacres is well within the prime service areas of several regional parks.

Specifics of each park are found on Table 4, with corresponding locations shown on Support Document Map No. ROS.2.

TABLE 4 Regional Parks																						
Park Name	I.D.	# of Acres	Picnic Area/Shelters	Pickleball	Rec or Nature Center	Tennis	Grills	Playgrounds	Jogging & Fitness Areas	Soft/Baseball	Basketball	Bicycle Path	Boat Launch	Volleyball	Soccer/ Multi	Pool & Splash Park	Restrooms	Disc Golf	Dog Park	Equestrian Center	Golf Course	BMX Track
*Okeehelée	1	1702	Y	Y	Y	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	-	Y	Y	Y	Y	Y	Y
John Prince Memorial	2	726	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-	Y	-	-	-

Source: Palm Beach County Parks & Recreation Department

Note: These parks are not within Greenacres City Limits.

\* Adjacent to the City of Greenacres

### Open Space

The concept of open space incorporates a large range of resources, only some of which are included in the more traditional definition. Open space, as defined in this plan, refers only to City-owned property which determines the parameters of the open space inventory.

These open space sites are landscaped or natural open areas within the City limits. Depending on their location, open space sites may serve populated areas ranging in size from a single neighborhood to an entire city. Their principal function is to intersperse congested urban environments with aesthetically pleasing landscaped areas. Table 5 contains an inventory of City owned open space land within the City of Greenacres, with corresponding locations shown on Support Document Map No. ROS.3. A vacant land analysis is included in the Future Land Use Element.

TABLE 5 City Owned Vacant/Open Space Land				
Map I.D.	Location	Zoning	Acres	Comments
1	NWC of L-14 Canal and Sherwood Forest Blvd.	GU	1.38	Passive preserve area
2	40' South of SEC of Swain & Biscayne Dr.	MXD	0.28	Leased to American Legion Post 258



3	NWC of First St. & Fleming Ave.	RL-3	0.15	Vacant Right-of-Way
4	NWC of Second St. & Fleming Ave.	RL-3	0.15	Vacant Right-of-Way
5	NWC of Fourth St. & Fleming Ave.	RL-3	0.15	Vacant Right-of-Way
6	SWC of Jackson Ave. & 10 <sup>th</sup> Ave. North	MXD	0.75	Passive preserve area
7	Olive Tree Buffer Strip	GU	7.12	Linear park with 12ft wide multi-use pathway (Dillman Trail)
8	Caesar Circle	GU	0.25	Passive preserve area
9	Chariot Circle	GU	0.42	Passive preserve area
10	Nicia Way	GU	0.54	Passive preserve area
11	Path North of WTP 2	County	0.20	Passive waterfront preserve area
12	Empire Way	RM-2	0.24	Passive preserve area
13	SWC of Ramblewood Ct & La Rambla	RM-2	0.38	Dry detention & passive preserve area
14	SEC of Wry Rd & Harwich Ct	RL-3	0.29	Dry detention & passive preserve area
<b>Total</b>			11.07	

Source: City of Greenacres

Note: Acreage estimates are based on October 2023, Palm Beach County Property Appraisers Data

**Public Schools**

The community school concept is designed to utilize the schools, after hours through various recreation and community programs. The City of Greenacres has utilized shared use agreements in the past with several different schools that reside either within the city limit or nearby. The agreements have supported school athletic programming as well as City athletic programming. The Palm Beach County School Board property has never been included in the City's recreational inventory. Table 6 shows the schools that have been part of the shared use agreements with the city, with corresponding locations shown on Support Document Map No. ROS.4.

TABLE 6 Public Schools – Recreation Areas				
Map I.D.	School	Location	Acres	
			Total	Rec.
1	Greenacres Elementary	405 Jackson Avenue	7.25	3.00
2	Liberty Park Elementary	6601 Constitution Way	11.74	0.57
3	John I. Leonard High School	4701 10 Avenue North	37.97	18.57
4	Okeeheelee Middle	2200 Pinehurst Drive	17.50	13.31
5	Cholee Lake Elementary	6680 Dillman Road	19.96	2.08
6	L.C. Swain Middle	5332 Lake Worth Road	30.48	13.24
7	Heritage Elementary	5100 Melaleuca Lane	19.72	2.80
8	Tradewinds Middle	5090 S. Haverhill Road	47.89	13.21
9	Diamond View Elementary	5300 Haverhill Road	24.61	6.62
<b>Total</b>			217.12	73.4

Source: Planning and Engineering Department, February 2008

This "shared use" agreements have also made possible the continuation of a Community Park jogging trail through School Board property, the provision of additional parking facilities, combined landscaping efforts, and the joint design of security and safety features.



**CITY-RECREATIONAL**

The City's recreational inventory includes all open space within the classification of: Open/Green Space, Mini-Parks, Neighborhood Parks and Community Parks. Combined, these areas total 124.46 acres. The following is an account of open and recreational space and alternative leisure service providers for the City of Greenacres.

<b>TABLE – 7 Total Recreation/Open Space</b>			
<b>Classification</b>	<b>No. Sites</b>	<b>Acres</b>	
		<b>Total</b>	<b>Avg. Size</b>
<b>Open/Green Space</b>	N/A	11.07	N/A
<b>Mini-Parks/Tot Lot</b>	6	3.28	0.55
<b>Neighborhood Parks</b>	6	31.77	5.30
<b>Community Parks</b>	3	78.34	26.11
<b>Total</b>	15	124.46	8.30

**PRIVATE – RESIDENTIAL**

Private recreation is defined as recreational facilities provided by independent residential developments. Many citizens have their recreational needs met in their neighborhood by private recreation amenities. An awareness of this supply is a meaningful consideration to public recreational planning and service delivery. It should also be noted that the City is supportive of these private initiatives apart from and in addition to those that are regulated by impact fees, building and landscape codes.

**ANALYSIS: DEMAND AND NEEDS ASSESMENT**

**Recreational Standards**

It is the standard practice for parks and recreational professionals to evaluate or demonstrate the adequacy of open space and recreation based on per capita acreage ratios. As a result, the use of the term "outdoor recreation demand" has become a means for expressing the actual participation (amount, volume, frequency, etc.) in recreation activity by some defined group or population over a fixed period.

**Concurrency Management System**

The concurrency management system ensures that the adopted level of service standards required for recreation will be maintained prior to the issuance of a development order and development permit. The City is committed to providing adequate levels of open space and recreational facilities and services higher than the existing inventory. The City of Greenacres adopted a level of service standard of 3 acres per 1,000 population.

**Current Need and Demand Analysis**

This section of the element will identify past and present operations assuring service delivery consistent with public need and demand. The majority of these efforts are ongoing, standard operating activities.

The City of Greenacres has established open space and recreation development guidelines expressed in numbers of facilities per thousand population. Table 8 compares park facility standards of the City with what is provided. It will be noted that the City does not provide a standard for each of the four (4) park types, but





rather includes all four (4) in its park facility threshold of 3 acres per 1,000 population. Individual statistics have been included for each park type so a comparison can be made.

<b>TABLE 8 Outdoor Recreation Resource Standards Acres per 1000 population</b>			
	City Standard	Park Area per Capita	Total Park Area
<b>Open/Greenspace</b>	-	0.25	11.07
<b>Mini/Tot Lot</b>	-	0.07	3.28
<b>Neighborhood</b>	-	0.69	31.77
<b>Community</b>	-	1.74	78.34
<b>Total</b>	3	2.77	124.46

Source: (1) City of Greenacres  
(2) Actual standard based on population of 44,797 in 2022 (BEBR).



The use of resident projections provides an indicator of conditions at any time during the year. These needs are expressed in five (5) year intervals in order to facilitate the analysis of future demands on the City. Table 9 depicts the future demand for recreation/open space land based on adopted level of service (LOS) thresholds. Existing acreage includes the inventory of green/open space, mini parks, neighborhood parks and community parks.

TABLE 9 Rec./Open Space – Demand per Adopted L.O.S.				
Year	Population	Acres		
		Demand	Existing	(Deficit) / Surplus
2022	44,797	134.4	124.46	(9.94)
2025	46,372	139.1	124.46	(14.64)
2030	48,538	145.6	124.46	(21.14)
2035	50,488	151.5	124.46	(27.04)

Source: Population projections based on Census 2020 and 2022 BEBR estimates (received from Palm Beach County)  
Note: Demand figures represent the Level of Service (L.O.S.) of 3 ac. per 1,000 population. [(Population/1,000)\*3]

The projected deficit of 27.04 acres per one thousand (1,000) population in 2035 is based on the adopted level of service (LOS) for City-owned recreation area.

**FUTURE SUPPLY CONSIDERATIONS**

The proper location of future park sites is dependent upon a number of factors other than availability of land. Existing and future residential land use patterns must also be considered. It is important to consider not only the size of future populations, but also the demographics and in what manner will the population be distributed spatially.

State Recreation Plan Analysis - Once those areas of greatest need have been identified based upon the City's "target" projections, they are evaluated using regional ranking criteria, as well as per capita participation figures supplied through the State's Comprehensive Outdoor Recreation Plan SCORP. In the State Plan, the City of Greenacres lies within the Southeast Region. The "resource facility needs analysis" in the state plan shows that the entire Southeast Region will need additional saltwater beach activities, bicycle riding, freshwater fishing (no boat), hiking and outdoor swimming pools. The City should consider those needs in planning future recreational opportunities for the residents.



# Activity Spending: Palm Beach County

RANK	ACTIVITY	RESIDENT SPENDING	VISITOR SPENDING	TOTAL SPENDING
1	Saltwater Beach Activities (not including fishing)	\$320,159,461	\$409,077,944	\$729,237,406
2	Fitness Walking/Jogging	\$234,508,205	\$244,167,762	\$478,675,967
3	Bicycle Riding - Paved Roads/Trails	\$136,418,864	\$267,064,521	\$403,483,385
4	Wildlife Viewing (>1 mile from home)	\$7,544,136	\$355,743,811	\$363,287,947
5	Picnicking	\$33,014,117	\$312,430,947	\$345,445,063
6	Hiking	\$12,171,028	\$314,154,477	\$326,325,505
7	Golfing	\$130,516,927	\$187,074,628	\$317,591,555
8	Nature Study	\$8,771,040	\$272,342,525	\$281,113,564
9	Saltwater Boat Fishing	\$19,968,331	\$258,805,590	\$278,773,921
10	Visiting Historical or Archaeological Sites	\$4,543,851	\$226,706,284	\$231,250,135
11	Paddling Activities (Canoe/Kayak/SUP)	\$10,332,137	\$213,130,240	\$223,462,377
12	Freshwater Boat Fishing	\$74,468,877	\$121,748,448	\$196,217,324
13	Outdoor Swimming Pool Use	\$34,345,053	\$160,125,676	\$194,470,729
14	Water Skiing/Wakeboarding	N/A	\$189,646,621	\$189,646,621
15	Freshwater Beach Activities (not including fishing)	\$7,267,413	\$163,505,535	\$170,772,948
16	Tennis	\$89,878,061	\$65,136,829	\$155,014,890
17	RV/Trailer Camping	\$3,917,912	\$144,681,966	\$148,599,878
18	Saltwater Non-Boat Fishing - Pier, Jetty or Catwalk	\$12,560,601	\$126,186,059	\$138,746,659
19	Saltwater Shoreline Fishing	\$4,245,855	\$122,593,566	\$126,839,421
20	Saltwater Boat Ramp Use	\$711,513	\$98,442,095	\$99,153,608

The disabled population often requires special recreation opportunities. The City recognizes a shared responsibility with other governmental entities to provide opportunities for all. Facilities such as special exercise courses and trails should be included in community parks and some neighborhood parks. Special trails can also be constructed for the enjoyment of the disabled. At the very least, all facilities should be accessible.

Senior citizens sometimes encounter access difficulties and sometimes prefer to enjoy their leisure apart from youths and children. Planning with senior citizens in mind should translate into the provision of adequate access and facilities for the pursuit of leisure activities.

Another group is children, who require specific recreational facilities and opportunities. Playground equipment in parks would help meet the demand of this younger age group for recreation opportunities, as well as sport fields and similar activities. The "mini-park/tot lot" park classification is especially designed for preschoolers.

Facilities must be developed to provide adequate access to facilities for residents and visitors. "The State's emphasis, however, is on the location of facilities in such a manner as to be fully accessible and convenient to the users for whom a demonstrated need exists for the facility." Access to recreational parks and facilities is usually provided by roads, bicycle paths, and pedestrian ways. All parks and facilities have adequate access in the City.

Planning for future recreational facilities and parks should take into account the special barrier-free accessibility needs of the disabled and of the elderly. Accessibility requirements include wheelchair ramps, railings, restroom facilities designed to provide access to the handicapped and other facilities constructed to allow safe use by all.

It will be important for the City to consider the availability and condition of open and recreational spaces to assure that the desired and equitable levels or standards of services can be provided for both existing and new City residents. This is likely to prove an extremely difficult and challenging task primarily for the Leisure Services Department. For this reason, it will warrant some advance planning and consideration, even



though the prospects of acquiring other facilities and additional service areas is only speculative at best. Land use conditions in areas of possible future annexation are discussed in the Annexation Element of this Plan. See Future Land Use Map for possible locations of future recreation areas.

### Dedications/Options

**Impact Fee Policies** - As growth of the population requires additional park and recreation areas, funding mechanisms must be augmented with impact fees. In similar manner as Palm Beach County, it is presumed that future public park dedications would be a form of payment of park impact fees; however, the park and recreational areas addressed within the parameters of the Palm Beach County Impact Fee schedule are countywide in the population served; therefore, neighborhood and community parks are excluded.

The City of Greenacres addresses the provision of neighborhood and community parks through Ordinance No. 2012-16, which established additional standards and criteria for parks and recreation land dedication. "The formula of two and one-half (2 1/2) acres of property for each one thousand (1,000) persons for neighborhood parks and two and one-half (2 1/2) acres for each one thousand (1,000) persons for community parks should be adequate to satisfy future City recreation needs." These standards may result in a combination of many acceptable and desirable dedications to satisfy the intent of a parks and recreation land dedication as follows:

1. A developer may wish to dedicate the entire five (5) acres per thousand population or cash in lieu thereof. "Provisions are made for the payment of fees to the City, equal to the appraised value of this same amount of land, which are to be spent toward the enhancement of existing facilities or future acquisition."

2. A developer may construct private recreation satisfying the neighborhood standard of two- and one-half acres per thousand population and dedicate the remaining two and one half acres per thousand population or cash in lieu thereof to satisfy the community park recreation standard.

3. A developer may wish to donate a combination of cash and/or land for facilities and/or improvements. In the past, because of the small size of the areas resulting from these formulations or because the provision of this open space would drastically impact/reduce the remaining areas for development and thereby detract from the economic feasibility or marketability of this development, the City has tended to allow for the payment of fees as opposed to acquiring new park land. Attention should also be given to how the fee structure can be legitimately and defensively modified to address the open space needs or impacts associated with commercial development. Any of these may prove viable opportunities to further enhance the City's park system and associated recreational services.

**Land Donations** - The City should remain open to and perhaps actively pursue opportunities for expanding its parks system through the donation of land. While the benefits of such acquisitions must be evaluated in terms of populations served, accessibility, development and maintenance costs, etc., donations remain a desirable acquisition alternative for the future. This is particularly true as land values within the City continue to escalate while the public's dollar remains in limited supply.

**Grants** - The City of Greenacres has continued to submit applications through the Florida Recreation Development Assistance Program (FRDAP). "The purpose of this program is to provide grants to qualified local governmental entities to acquire or develop land for public outdoor recreational purposes." The City has also used Community Development Block Grant (CDBG) funds for park improvements.

The City of Greenacres secured grants to develop Community Park, Rambo Park, Greenacres Freedom Park and Ira Van Bullock Park, which are designed to maximize the outdoor recreation benefit to the citizens of the City and will implement the State's comprehensive outdoor recreation plan for this region. In order to offset the rising costs of development, the City will continue to pursue these allocations of funds made by the federal and state governments for future development and land acquisition.



## DATA AND ANALYSIS

### INTRODUCTION AND PURPOSE

#### I. INTRODUCTION

The Capital Improvements Element (CIE) is a requirement of the 1985 Growth Management Legislation which revised Florida Statutes Chapter 163, the Local Government Comprehensive Planning and Land Development Regulation Act. As a result, the CIE becomes a central component in the Comprehensive Plan as it enables a municipality to set forth its construction, extension and capacity increases in public facilities and services necessary to support development concurrent with the impacts of said development.

The purpose of the Capital Improvements Element is to evaluate the need for facilities identified in the other Comprehensive Plan Elements and as defined in the applicable definitions for each type of public facility, to estimate the cost of improvements for which the City of Greenacres has fiscal responsibility, to analyze the fiscal capability of the City to finance and construct improvements, to adopt financial policies to guide the funding of improvements and to schedule the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required, based on needs identified in other plan elements.

The City of Greenacres has formulated a strong and continuous six (6) year Capital Improvements Program, which includes the existing capital budget for the current fiscal year and a five (5) year program of improvements. The budget documents regarding the Capital Improvements Plan and Schedule serve as a supplement to this Element D&A.

#### II. INFORMATION, INVENTORY AND ANALYSIS

##### A. DEFINITIONS

1. CAPITAL BUDGET - is defined as that portion of each fiscal year's budget which reflects those capital improvements contained within the capital improvements program.
2. CAPITAL IMPROVEMENT - is defined as physical assets constructed or purchased to provide, improve or replace a public facility and which are large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multi-year financing.
3. CAPITAL IMPROVEMENTS PROGRAM (CIP) - is defined as those capital improvements scheduled to be initiated after the capital budget year, but before the end of the six (6) year planning period.
4. CAPITAL IMPROVEMENTS PROGRAMMING - is defined as the process of establishing, maintaining and updating the six (6) year



scheduling of capital improvements.

5. EDUCATIONAL USES - is defined as activities and facilities of public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities or parking.
6. FISCAL IMPACT ANALYSIS - Is defined as an evaluation of the net public costs or revenues resulting from actual or planned growth.
7. IMPACT FEES - Is defined as a payment required to be made by builders or developers at the time of development approval and calculated to be the proportionate share of the cost of providing facilities and/or services to such development.
8. INFRASTRUCTURE - is defined as those man-made structures which serve the common needs of the population, such as: sewage disposal systems; potable water systems; potable water wells serving a system; solid waste disposal sites or retention areas; stormwater systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bulwarks; revetments; causeways; marinas; navigation channels; bridges; and roadways.
9. LEVEL OF SERVICE - is defined as an indicator of the extent or degree of service provided by or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.
10. PUBLIC BUILDINGS AND GROUNDS - is defined as structures or lands that are owned, leased, or operated by the City, such as civic and community centers, hospitals, libraries, police stations, fire stations, and government administration buildings.
11. PUBLIC FACILITIES - is defined as transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, drainage systems or facilities, potable water systems or facilities, educational systems or facilities, parks and recreation systems or facilities and public health systems or facilities.
12. SERVICES - is defined as the programs and employees determined necessary by the City to provide adequate operation and maintenance of public facilities and infrastructure as well as those educational, social and other programs necessary to support the programs, public facilities, and infrastructure set out in the Comprehensive Plan or required by local, state, or federal law.
13. URBAN SERVICE AREA/LONGER TERM LIMIT LINE - Is defined as an area identified by the Greenacres City Council through official action



within which urban development will be allowed during a specified time period.

B. PUBLIC EDUCATION AND HEALTH SYSTEMS

The City currently contains the following schools.

Facility:	General Location:
John I. Leonard High School	Haverhill Road & 10 <sup>th</sup> Ave. N.
LC Swain Middle School	Lake Worth Road & Swain Blvd.
Okeeheelee Middle School	Forest Hill Blvd. & Pinehurst Drive
Tradewinds Middle School	Haverhill Rd. south of Melaleuca Ln.
Cholee Lake Elementary School	Dillman Road west of Jog Road
Diamond View Elementary Schl.	Haverhill Rd. south of Melaleuca Ln.
Greenacres Elementary School	Original Section
Heritage Elementary School	Haverhill Road & Melaleuca Lane
Liberty Park Elementary School	Constitution Way west of Jog Road

The geographic service areas for the schools are determined by the School District of Palm Beach County which is responsible for the construction and operation of all public schools in the County.

Presently there are no public health systems located in the City of Greenacres.

C. CAPITAL IMPROVEMENTS NEEDS

Capital Improvements where necessary and appropriate have been identified throughout the budget documents regarding Capital Improvements Plan and Schedule as well as relevant elements of this plan. Please refer to those documents for a listing of projects necessary to maintain the adopted Level of Service.

D. FINANCIAL CAPABILITY AND FISCAL PRACTICES

1. FINANCIAL RESOURCES

The plan for capital improvements must be affordable and within the realm of the City's ability to finance. Therefore, this portion of the inventory will concentrate on recognizing the various forms of revenue presently available to the City as well as possible future sources of revenue during the five-year period.

2. LOCAL SOURCES

a) PROPERTY TAXES (AD VALOREM)



Property taxes are based on a millage rate (one mill is the equivalent of \$1 per \$1000 of assessed value or .1%), which is applied to the total taxable value of all real property and other tangible personal property. The property tax has historically accounted for approximately 32% on average of the City's annual budgeted revenue (X% in FY 2023). UPDATE

b) **FRANCHISE FEES AND PUBLIC UTILITIES TAXES**

These charges are derived from franchise fees and utilities taxes such as electricity, telephone and gas. The franchise fee and public utility tax revenue accounts for approximately 26% on average (X% in FY 2023) of the City's total revenue.

c) **OTHER TAXES, FEES AND CHARGES**

This category includes license and permit fees, various administration fees and charges, fines and forfeitures and other user charges for services and facilities operated by the City. Approximately 20 percent on average (X% in FY 2023) of Greenacres City's annual revenues are produced from this revenue category.

d) **SPECIAL SOURCES OF REVENUE**

Depending upon priorities assigned by the Greenacres City Council and the availability of other revenue sources, it may be necessary to seek additional funding mechanisms. The following sources of revenue are potential options available to the City in financing future capital improvements.

(1) **IMPACT FEES**

This source represents fees that are charged in advance for new development and are utilized to pay for infrastructure and capital needs (but not operating costs) that are the direct result of new development.

The City currently levies a commercial new growth impact fee, a parks and recreation land dedication impact fee in lieu of recreation land dedication and a general government services impact fee in lieu of general government service land dedication. The City also collects Palm Beach County's Countywide Impact fees and receives a 2% Commission. The remaining 98% is used solely by the County.





### (2) SPECIAL ASSESSMENT

Special assessments may be levied against residents, agencies or districts who directly benefit from the new service or facility. Such assessments are more equitable than requiring all citizens of the City to pay for an improvement that directly benefits only one neighborhood or district.

### (3) BORROWING

The large costs of financing capital improvements will require the City to occasionally consider borrowing as an option. Such financing may be short, medium, or long term in nature.

Short and medium term borrowing (one to ten years) is a possibility through local financial institutions and lease/purchase acquisition of assets. Lease purchase is more often used for items of equipment, such as computers or fire trucks, but can be used to obtain facilities such as buildings. Loans from banks and other financial institutions can be obtained for short to medium term borrowing of one to ten years.

For periods over ten and up to thirty years, a customary method is to authorize bond issues. Greenacres has utilized bond issues for capital improvements such as the development of the old (1986) City Hall and of Community Park, the Public Safety Complex and the water district improvements in the original section of the City.

#### a) GENERAL OBLIGATION BONDS

Bonds of this type when issued by the City are payable by all taxpayers of Greenacres and are backed by the full faith and credit of the City. This type of bond requires voter approval by referendum.

#### b) REVENUE BONDS

Revenue bonds are financed by those users directly benefiting from the capital improvement. This type of bond can be issued more easily since it avoids the pledge of the ad valorem taxing authority of the City. Such bonds do not require voter approval prior to issue. They are financed by the pledge of other revenue sources of the City, such as Public Service Taxes, special assessment district proceeds, user



charges and intergovernmental transfers.

The City issued a \$1,762,000 2001 Fire Safety Revenue Bond to fund the Construction of Public Safety Station #2, acquire one aerial truck and one new and three refurbished ambulances. This bond was outstanding for a period of ten years (matured July 1, 2011).

c) OTHER BONDS

Other types of bonds are utilized for specific purposes. The most common is an Industrial Revenue Bond which would be issued by the City to finance plants and equipment for private industry. The City has not issued any bonds in this category.

d) BANK LOAN

The City borrowed \$5,500,000 for building the Municipal Complex. This loan is outstanding for a period of 20 years (until September 29, 2024) at an interest rate of 4.0325%.

3. OTHER GOVERNMENTAL SOURCES

The City of Greenacres, like all other local governments, is dependent upon transfers from the State of Florida and Palm Beach County to supplement its operating and capital budget revenues.

a) STATE SOURCES

Such sources from the State include Municipal Revenue Sharing one-half cent from state sales tax, mobile home licenses, alcoholic beverage licenses and cigarette taxes. These sources represent approximately 15 percent of the City revenues.

b) COUNTY SOURCES (SHARED)

These revenue sources include a portion of the County Local Option Gas tax and Occupational Licenses. Historically, these sources represent 2.4 percent of City revenues.

4. FEDERAL AND STATE GRANTS AND LOANS

Federal and State grants - in aid are generally provided in the form of a block or categorical grant (which can take many forms, matching, direct, project etc.) to finance a number of programs.

More specifically, federal funds are currently either: allocated to state agencies which administer block grants in accordance with the



programs they monitor; or are reserved at the federal agency level and are disbursed as block grants directly to state and local agencies or other eligible organizations and individuals.

The City of Greenacres has secured Federal Community Development Block Grants to construct sidewalks in the original section, renovate the Old (1962) City Hall building, renovate Ira Van Bullock Park, and improve streets north of 10<sup>th</sup> Avenue North in the original section. The City will be continuing to apply for those grants. Additionally, the City has also applied for and secured grants from the State through the Florida Recreation Development Assistance Program to construct parks such as Borrowing Owl, Rambo, Greenacres Freedom Park, and Community Park. The City will continue to apply for those matching grants to fund recreational improvements.

The City of Greenacres has applied for state and county grants to landscape medians and road right-of-ways for all county and state roads within the City. These include: Sherwood Forest Boulevard, Lake Worth Road, Forest Hill Boulevard, Jog Road and 10th Avenue North. Funds from grants will be utilized to accomplish one of the projects contained in the 2008-2013 capital improvements identified in this plan.

Numerous state and county grants have also been obtained to pay for enhancements to the City's emergency medical services including the addition of a third ambulance.

### E. AN ASSESSMENT OF REVENUES AND EXPENDITURES

#### 1. Fiscal Assessment

This section provides an analysis of the City's ability to fund the capital improvements. The purpose of this assessment is to examine whether revenues will be appropriate to meet the costs of needed improvements and expenditures. It is paramount that the funds be available when such improvements are scheduled. Timing is essential. Revenues and expenditures are also assessed in terms of the elements and items within the Plan. Fiscal items and issues not pertinent to the plan are not addressed.

#### 2. Accounting System

The accounting system utilized by the City enters financial transactions into separate accounts called "funds". Records for each fund provide a complete accounting of fund assets, liabilities, reserves, equities, revenues and expenditures. The following is a brief description of the funds.

- a) General Fund - This fund is the basic operating fund of the City. All ad valorem tax revenues not required to be accounted for in debt service funds are accounted for in the General Fund.



- b) Capital Improvements Fund - The City finances all major capital improvements through several separate funds including New Growth, Reconstruction and Maintenance, and Parks and Recreation. In previous years, the City's CIP was funded entirely from these growth funds and funds that accounted for the proceeds of General Obligation and Revenue Bond Issues. Impact fees have provided a relatively small portion of City capital project fund revenue.

### 3. Projected Revenues

Between 2001 and 2006 the City's tax base has increased by an annual average of 22% percent. This is significantly higher than the average growth of 5.8 percent in the preceding five years. The tax base is projected to decrease by 10% in 2009 and decrease 3% per year for 2010 through 2013 for the adjusted taxable value of property (including new construction) as indicated below. The City's taxable value to just value ratio is projected to remain between 75 to 80 percent according to the Palm Beach County Property Appraisers Office.

### 4. PROJECTED EXPENDITURES

For the purpose of this fiscal assessment, expenditures are presented based upon total capital expenditures for the five-year period, expenditures via other elements of the plan and debt service expenditures. Budget documents include aggregate projected expenditures for capital improvements.

### 5. DEBT CAPACITY

Based on established rules for sound credit ratings, debt service as a percentage of total revenue should be limited to a maximum ratio of fifteen percent (15%). Greenacres debt level is below this at 2.4% in FY 2023. Again, using sound rules for credit ratings, the City will utilize a ratio of five percent (5%) for outstanding capital indebtedness to property tax base.

### 6. OPERATING COSTS

Although the City does not operate the majority of utility capital facilities and services, there are recurring expenses associated with supplies, utilities, and personnel costs pertaining to maintenance of parks and grounds, and maintenance of roads, medians and right-of-ways, and stormwater systems. Almost all roadway projects involving resurfacing and other improvements are bid and undertaken by the private sector. Projections are that these operating costs will increase yearly during the five (5) year period by six and one-half percent (6 1/2%) for personnel costs and three percent (3%) per year for other operating costs.



### F. ANALYSIS OF ISSUES RELATIVE TO CAPITAL IMPROVEMENTS

#### 1. Level of Service Standards

Level of service (LOS) standards are an indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand of each public facility. In essence, LOS is a summary of existing or desired public facility conditions.

The City of Greenacres is required by Chapter 163 of the Florida Statutes to address levels of service in the plan. The purpose for establishing LOS is to have a yardstick by which the issuance of development orders or permits can be measured, and adequate facility capacity can be ensured and provided for future development.

The City either directly or by adoption of other agencies' LOS has established the levels of service standards for: sanitary sewer, potable water, solid waste, traffic, drainage, recreation and open space, as outlined in the various elements of the plan.

#### 2. Capital Improvements Program (CIP)

A capital improvements program (not to be confused with the Capital Improvements Element of this comprehensive plan) is a planned program which includes the current budget year and the five-year schedule of capital needs. More specifically, the program sets forth each capital project, equipment or other contemplated expenditures which the City plans to undertake with an estimate of the funds needed to complete said improvements.

The CIP will be consistent with the CIE of the Plan as it will reflect the goals, objectives and policies of the element and its implementation strategies, including the 5-Year Schedule of Improvements. In some ways, the CIP is more inclusive than the CIE as it contains many projects consisting of equipment and software acquisition. The projects are generally recurring (e.g., purchase of public safety vehicles, etc). More importantly, the CIP is not limited to the elements found in this plan as this element is constrained in that regard.

The City of Greenacres utilizes a six-year CIP program with the first year adopted as the Capital Budget each year. The CIP is reviewed on an annual basis during the budget cycle.

#### 3. Impact Fees

The City of Greenacres has imposed several impact fees to help lessen the costs of growth which resulted from development.



Prior to 1990 impact fees financed the majority of past capital improvements. Since that time impact fees have declined due to slower development trends. It is anticipated that impact fees will increase slightly throughout the planning period. The City presently imposes the following impact fees:

- a) New Growth Fee - This impact fee is charged to commercial developments at a rate of \$2.25 per square foot of gross buildable area.
- b) Parks and Recreation Dedication - This impact fee is charged in lieu of land dedication when it is determined that constraints on the site or suitability of the location do not allow for land dedication. The amount of land to be dedicated is based upon a formula which takes into account the projected population, the number of housing units and the type of units. When the fee in lieu of land dedication is imposed, such fee is prorated based upon the determined acreage to be dedicated and appraisals conducted to determine the value of the land in question.
- c) General Government Service Land Dedication - This impact requirement is also a dedication of land or a contribution of capital for services including but not limited to public safety structures, public work facilities, administrative structures, etc. This requirement is also formula based in a manner similar to the Land Dedication Fee. This is another impact fee in lieu of land dedication when it is determined that constraints on the site or suitability of the location do not provide for land dedication. The land dedication is also formula based in a manner similar to the Park and Recreation land dedication. Impact fees in lieu of land dedication are based upon the determined acreage to be dedicated and appraisals conducted to ascertain the value of such land.
- d) Palm Beach County Impact Fees - The County has adopted impact fees for parks, fire-rescue, library, law enforcement, public buildings, schools and roads that are applicable in the unincorporated areas as well as the municipalities in the County. The City collects applicable impact fees for the County minus administrative fees of two percent (2%). The County utilizes the fees to improve county facilities within zones which encompass the City of Greenacres.

#### 4. User Charges and Fees

User charges are designed to reimburse in part the overall costs of public facilities or services by charging the user who benefits from them. The City has charged user fees and charges in the provision of solid waste collection services, ambulance transport, leisure services and in the rental use of public buildings.



5. Moratoria

A moratorium may temporarily halt or freeze development for a specified period of time on an emergency basis. Such action may be imposed on building permits, development approvals or governmental services. The City has enacted prior moratoria in 1983 and 1986 on development requests in order to update antiquated land development regulations that were no longer adequate due to rapid growth.

**III. PLAN FOR CAPITAL IMPROVEMENTS**

**A. CAPITAL IMPROVEMENT APPROACH**

The City of Greenacres has been and will continue to be a progressive municipality in terms of providing capital improvements. The City has accomplished much with an aggressive impact fee program, and other financing methods. The City cannot realistically rely on impact fees to the extent of prior years. Therefore, a conservative and prudent approach is necessary in financing capital improvements.

**1. IMPACT FEES**

Impact fees during the five (5) year period are "eroding" as a source to finance capital improvements. The growth of the City can now be described as growth at a slower rate. Absent annexation growth, impact fees will only cover a small percentage of the CIP. Additionally, in November 1988, Charter amendments were passed in Palm Beach County dealing with countywide impact fees for recreation and other governmental services. As a consequence of the County's programs, the amount of impact fees available for the City to assess to future development will be limited.

The City must continue to review its impact fees and make necessary adoptions that reflect and ensure the following:

- a) The expansion of the facility must be necessary and must be caused by the development;
- b) The fees charged must be based on the costs of the new facility and must not exceed the new developments proportional share of the cost of new facilities needed to serve that development; and
- c) The fees must be earmarked and expended so as to ensure a benefit to those who pay.

Since impact fees are an important source of revenue for the City (despite the short-term reduction projections) such fees must be legally defensible.

**2. ALTERNATIVE MEANS OF FINANCING - The City must continue to explore all avenues of alternative financing in the future. The efforts must**



be continued in the pursuit of federal, state and private funding to finance capital improvements. Other alternatives including user fees, special assessments, districts, Community Redevelopment Districts and other financing possibilities must be researched in an effort to accomplish future capital improvement objectives. Additionally revenue and general obligation bonds should be utilized to finance needed capital improvements.

3. **RESTRUCTURING OF OTHER CITY PERMITS AND FEES** - The City must undertake a posture whereby permit and fee systems including building permits, license fees and user fees are evaluated and reviewed for positive amendments. User fees need additional review for greater applicability. The reexamination of these revenue sources is important to the City's future financial capability.
4. **URBAN SERVICE AREAS/LONGER TERM LIMIT LINE** - Annexation policies by Palm Beach County and Greenacres provide the City with the potential of increasing the City's boundaries by over 500 percent (5.78 square miles to 31.63 square miles). Since Greenacres lies west of the coast, urban limit lines or a boundary beyond which urbanization will be restricted is necessary. This growth management technique will allow for better timing of public facilities, encourage proper growth patterns and ensure environmentally sensitive and agricultural areas.
5. **POINT SYSTEMS** - Point systems are a growth management tool in determining the timing and adequacy of a particular site for development. Point systems generally provide an indication of development potential based upon factors which may include available utilities, provision of parks and open space, fire protection, access to schools and mass transit routes, etc. A point system can generally provide a measure of existing services available and timing of development based upon such facilities.

Explorations of a point system for the City have indicated that such a system cannot be used effectively as the City does not control water, sewer, and major roadway improvements. As such the timing of development becomes based largely on the County's concurrency management system.

6. **FISCAL IMPACT ANALYSIS** - Fiscal Impact Analysis is an evaluation of the net public costs or revenues resulting from actual or planned growth. Fiscal impact analysis examines current costs and revenues. It tallies the financial effect of a PUD, shopping centers, etc., by considering current costs and revenues such facilities would generate if they were completed and operating today. This approach recognizes that development or redevelopment often requires several years and that inflation will increase costs and revenues over time. It also assumes, however, that the rising costs of providing public services will be matched by an essentially comparable increase in revenues that the relative relationships of costs and revenues will change little over time. The City of Greenacres must continue to undertake Fiscal Impact Analyses in conjunction with all development and redevelopment activities.





7. IMPLEMENTATION SCHEDULE - The 5-Year Schedule of Improvements is a mechanism by which the City can effectively stage the timing, location, projected cost and revenue source for the capital improvements derived from the other comprehensive plan elements in support of the Future Land Use Element. The 5-Year Schedule of Improvements has been used to document the economic feasibility of the City's Comprehensive Plan based upon the element.



**DATA AND ANALYSIS**

**I. INTRODUCTION**

**A. PURPOSE OF ELEMENT**

The Local Government Comprehensive Planning Act of 1985 requires that the various comprehensive plans within the State of Florida be coordinated between the state and various public agencies. This coordination would minimize incompatible endeavors, and promote cooperation and efficiency. The Act requires each comprehensive plan to include a formal Intergovernmental Coordination Element, or chapter.

It is the purpose of the Intergovernmental Coordination Element to "identify and resolve incompatible goals, objectives, policies and development proposed in local government comprehensive plans and to determine and respond to the needs for coordination processes and procedures" with Palm Beach County, adjacent municipalities and various quasi-public, private, regional and state agencies which provide services to the City of Greenacres residents.

This Element describes current intergovernmental agreements between the City of Greenacres and other governmental and quasi-public/private agencies. The effectiveness of these agreements will be analyzed to determine whether or not the existing agreements should be retained or strengthened, and whether or not the City should enter into any new agreements. Furthermore, the element establishes the principles and guidelines which the City of Greenacres will use to coordinate services provided by agencies not under the City's control, however, provide services to the City's residents.

**B. HISTORY OF INTERGOVERNMENTAL AGREEMENTS**

The history of Intergovernmental agreements between the City of Greenacres and other entities can be traced back to October 11, 1946 when the City of Greenacres granted a franchise to Florida Power and Light Company to provide electrical service to City residents. On December 13, 1956, the City authorized its first garbage collection franchise to Rural Trash Disposal, Inc. In September 1961, the City granted its first natural gas franchise to H.B.H. Corporation. This agreement allowed H.B.H. Corporation to distribute and sell propane and natural gas within the town's limits. The first formal agreement that the City signed with another government was on February 10, 1964. The City passed Resolution No. 81 which authorized Palm Beach County to act on behalf of and represent the City in the development of a transportation plan for Palm Beach County.

Since then, the City of Greenacres has had numerous agreements with other governments and service providers. The subject areas of these agreements include land use, transportation, library services, sewer and water service, public facilities improvements, housing; police, fire and medical services; solid waste disposal, civil defense, taxation, education, electricity, telephone and telegraph service, natural gas and cable television and computer related



resources (e.g. property appraiser's database, geographical information systems).

**II. DEFINITION OF RELEVANT TERMS**

- A. CITY - is defined as the City of Greenacres, Florida.
- B. CITY COUNCIL - is defined as the legislative body composed of members elected at large and is the principal policy making body for the City of Greenacres.
- C. CONSISTENCY - is defined as the City of Greenacres Comprehensive Plan being consistent with and "compatible with" the State Comprehensive Plan and Treasure Coast Regional Policy Plan. The term "compatible with" means that the Greenacres City Comprehensive Plan is not in conflict with the State Comprehensive Plan or Treasure Coast Regional Policy Plan.
- D. DEVELOPMENT OF REGIONAL IMPACT (DRI) - is defined as any development which because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.
- E. GOVERNMENTAL AGENCY - is defined as:
  - a) The United States or any department, commission, agency or other instrumentality thereof.
  - b) The State of Florida or any department, commission, agency, or other instrumentality thereof.
  - c) Any local government or any department, commission, agency or other instrumentality thereof.
  - d) Any school board or other special district, authority, or governmental entity.
- F. INTERLOCAL AGREEMENT - Permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- G. INTERJURISDICTIONAL INCOMPATIBILITY - is defined as an implementation of a local plan which could impact another local government and which:
  - a) creates a potential unplanned financial burden on one or more local governmental entities; or
  - b) creates potential incompatible land use density or intensity adjacent to one or more local government entities; or
  - c) creates an excess demand on the infrastructure or natural resources of one or more local governmental entities. (See Annexation Element - Definitions)



III. INVENTORY OF AGENCIES AND GOVERNING BODIES – INTERGOVERNMENTAL COORDINATION

Many formal and informal networks of information and coordination currently exist between the City of Greenacres and other governmental units and agencies. These units and agencies often participate in some phase of planning involving land use and/or provision of services necessitating coordination with the City.

The following is a listing of all local, regional, and State governmental units or agencies identified as interacting with the City. Many of these are multifunctional with continually changing responsibilities. More detailed information concerning their functions, responsibilities and programs may be obtained by contacting the organizations directly.

A. COUNTY AGENCIES AND OTHER ENTITIES

1. Public Library System

On April 12, 1982, the City of Greenacres passed Resolution No. 82-08 authorizing the execution of an agreement between the City of Greenacres and the Palm Beach County Library Special Taxing District for the consolidation of library services.

Resolution No. 82-13 authorized the City of Greenacres to enter into the "Palm Beach County Public Library System" effective October 1, 1982. The City Manager's Office has the primary responsibility for monitoring this relationship.

2. Palm Beach County Health Department.

Responsibility:

The Palm Beach County Health Department enforces waterwell and septic tank regulations.

Coordination Effort:

The City's Building Department has the primary responsibility for monitoring these issues.

3. Palm Beach County Solid Waste Authority - (SWA)

Responsibility:

Responsible for planning and management of solid waste facilities which service the City.

Duties:

Processing permit applications for new facilities and ensuring that existing facilities are operated in conformance with permit requirements



and in compliance with water quality objectives.

Coordination Effort:

The City's Department of Public Works monitors intergovernmental actions.

4. Palm Beach County Fire-Rescue Department.

The City's Public Safety Department has the primary responsibility for all intergovernmental coordination regarding police, fire and emergency medical services. The City has made verbal agreements with the Fire Rescue Department of Palm Beach County to have the City's Public Safety personnel cross-trained as Fire Scene Commanders.

On February 1, 1982, the City of Greenacres signed a mutual aid agreement with Palm Beach County authorizing the City's participation in the 911 Emergency Telephone Number System Plan operated by Palm Beach County.

5. Palm Beach County Emergency Management

Responsibility:

Palm Beach County Emergency Management Division is responsible for coordinating emergency management functions with the State and all municipalities in the County.

Coordination Effort:

The City Manager's Office is charged with the responsibility of coordinating all Emergency Management activities.

6. Palm Beach County Division of Housing and Community Development (HCD)

Responsibility:

To participate in the Community Development Block Grant program and to undertake housing and community development activities within the City

Coordination Effort:

The City of Greenacres Public Works Department monitors these agreements and manages Capital Improvement Projects that utilize CDBG funds.

This interlocal agreement was signed on October 27, 1987, and has been renewed a number of times since then.



7. Palm Beach County School Board

Coordination Effort:

The City has signed several agreements with the School Board outlining details of shared use of facilities either in or adjacent to the City of Greenacres. These agreements allow for the maximum use of facilities to aid the residents within the community. The Planning Department of the School Board reviews proposed new residential development to determine the impact, if any, on the schools in the surrounding area. The City Manager's Office, the Development and Neighborhood Services Department, and the Leisure Services Department are responsible for the coordination with the School Board.

8. Palm Beach County Property Appraisers Office

Responsibility:

Jurisdictional authority over property appraisal matters.

Duties:

The Property Appraisers Office determines the taxable value of property within the City for Ad Valorem taxation purposes.

Coordination Effort:

The City's Finance Department has primary responsibility for coordination.

9. Palm Beach County Housing Authority

Responsibility:

Administers the Section 8 Rent Subsidy Program for the U.S. Department of Housing and Urban Development (HUD).

Coordination Effort:

There are several housing units within the City benefiting from the Section 8 program.

10. Palm Beach County Department of Engineering and Public Works

Responsibility:

The maintenance of County and State roads within the City.

Duties:

Improvements to County and State roadways are based on a 5-year



Roadway Improvements Plan, which are subject to County Commission approval.

Coordination Effort:

The City's Public Works Department monitors the maintenance process of State and County roadways within the City and monitors the roadway improvement process within the City and comments as necessary. The City collects roadway impact fees which are used by the County to improve both county and state roadways within zones which encompass the City.

On July 18, 1983, the City of Greenacres passed Ordinance 83-34 which adopted Palm Beach County's "Fair Share" Contribution for Road Improvements Ordinance (P.B.C. Ordinance 81-4 updated and amended by Ordinance 85-3) which provides for collection of a fee for construction of new roads within Palm Beach County's jurisdiction.

The County's ordinance requires that all fair share fees are used exclusively within the zone, established within the ordinance, in which the development is located. The City is located within zones #2 (North of Lake Worth Road) and #4 (South of Lake Worth Road). Thus, all monies collected for roadway improvements must be used within these zones.

11. Palm Beach County Water Utilities Department (PBCWUD)

a) Wastewater

On January 22, 1979, the City of Greenacres approved Resolution 79-03 which indicates the City's acceptance of and participation in the Palm Beach County "208 Waste Treatment Plan," which created a regional wastewater system. The City is now a user of the East Central Regional Wastewater Treatment System and in conjunction with the County, provides for the collection and transmission of the City's wastewater.

b) Potable Water

Responsibility:

Provides potable water to unincorporated Palm Beach County and the City of Greenacres.

Coordination Effort:

The City's Public Works Department monitors and coordinates water and wastewater treatment efforts for the City. Development and Neighborhood Services Department requires that the PBCWUD comment on providing service to new developments.



12. Palm Beach County Sheriff's Department (PBSO)

Coordination Effort:

The City of Greenacres has a detention center, as recognized by the State Department of Corrections, for persons charged with crimes committed within the City. The City is allowed to hold a person, charged with a crime, in the detention center for a maximum of 6 hours. Any detention after the 6-hour period would require a transfer of the accused to the County Correctional Facility.

Since 2016, the Palm Beach County Sheriff's Office has been contracted to serve and protect the City of Greenacres with a commitment to provide our residents with high quality law enforcement services and focus on communication, efficiency, professionalism, and customer service.

13. Palm Beach County Planning, Zoning and Building Department

Duties:

Informs the City on all adjacent proposed zoning requests, development order requests and comprehensive plan amendments.

Coordination Effort:

The City of Greenacres' Development and Neighborhood Services Department coordinates their annexation efforts with the County's Planning Division.

14. Palm Beach County Transportation Authority (PALM TRAN)

Responsibility:

Provides bus service to residents, including disabled and handicapped residents.

Coordination Effort:

Palm Tran expanded its bus routes in 1996, and has made regular adjustments since then. The bus operations within the City of Greenacres are coordinated through the City Manager's office. The eight (8) Palm Tran routes that serve the City of Greenacres are #3, #4, #5, #46, #60, #61, #62 and #64.

15. Transportation Planning Agency TPA (fka the Palm Beach Transportation Planning Agency (TPA))

Responsibility:





Direct how and where available State and Federal dollars for transportation improvements will be spent through liaison between local communities, their citizens, and the Florida Department of Transportation and through transportation planning and programming.

Coordination Effort:

The City of Greenacres' Department of Development and Neighborhood Services coordinates transportation planning with the TPA and provides data to the TPA as requested.

16. Waste Management, Inc. (WM)

Responsibility:

The City contracts with Waste Management to provide sanitation and recycling collection within the City. The Department of Public Works has primary responsibility for coordination of the collection of solid waste in the City.

17. Lake Worth Drainage District (LWDD)

Responsibility:

The operation and maintenance of the District's drainage canals within the City of Greenacres.

Coordination Effort:

The City maintains an informal working relationship with the LWDD. The Development and Neighborhood Services Department is responsible for the coordination of drainage issues with the various drainage agencies, including the Lake Worth Drainage District.

B. REGIONAL AND STATE AGENCIES

A complete list of all regional and State agencies which require some form of coordination with the City of Greenacres are detailed below. The relationships of these agencies with the City are described in greater detail in the analysis section of this element.

1. Treasure Coast Regional Planning Council (TCRPC)

Duties:

The regional planning agency for Indian River, St. Lucie, Martin and Palm Beach Counties coordinates with the City regarding the Treasure Coast Strategic Regional Policy Plan. This plan is the long-range guide for physical, economic, and social development of the region.

Coordination Effort:



The City of Greenacres continues to maintain a working relationship with the Treasure Coast Regional Planning Council and the Palm Beach County Planning, Zoning and Building Department in implementing developmental control over the use of land, within and near the City's boundaries. The City has primary responsibility for coordination of these development issues with the TCRPC. In reviewing amendments to the City's Comprehensive Plan, the Development and Neighborhood Services Department staff tries to ensure compliance with regional policies as much as possible.

2. South East Florida Transportation Council (SEFTC)

Responsibility:

To serve as a formal forum for policy coordination and communication between the MPO's from Broward MPO, Miami-Dade TPO, and Palm Beach County TPA regarding regional long range transportation planning, regional project prioritization, regional public involvement, and performance measures for effectiveness of regional coordination.

Coordination Effort:

The City of Greenacres' Development and Neighborhood Services Department coordinates transportation, planning with the SEFTC and provides data to the SEFTC as requested.

3. South Florida Water Management District (SFWMD)

Responsibility:

The agency responsible for the management of water resources.

Duties:

Permits under SFWMD control include consumptive use of water, well construction, surface water management construction, surface water management (drainage) systems and artificial recharge.

Regulates potable water, supplied to the City through Palm Beach County Utilities Department. Regulates the amount of "raw" water withdrawn from natural sources through its permitting process and the Lower East Coast Water Supply Plan.

Coordination Effort:

The City has had an intergovernmental agreement regarding issuance of surface water management permits with SFWMD since December 27, 1976. SFWMD provides the City with comments related to water supply, storm water disposal and wastewater treatment and disposal. The responsibility for implementation and coordination of the petition



review process, and water supply issues is that of the City's Development and Neighborhood Services Department.

On August 19, 1985, the City of Greenacres adopted Ordinance No. 85-27 authorizing SFWMD to implement its water shortage plan to impose water restrictions on City residents during periods of drought. The City of Greenacres Building Department and Public Safety Department have the responsibility of enforcing this plan when a water shortage has been declared.

4. Florida Power and Light Company (FP&L)

Coordination Effort:

The City contracts with FPL to provide public street lighting. The Department of Public Works monitors this arrangement.

On February 6, 2006, through Ordinance 2006-03, Florida Power and Light Company was granted the right to operate an electrical/power franchise within the City. This franchise will remain in effect for 30 years.

5. AT&T

Coordination Effort:

In 1999, the contract granted to Southern Bell (now known as AT&T) to construct, maintain and operate telephone and telegraph within the City of Greenacres was "Null and Void" due to government regulations eliminating the City's ability to collect taxes on phone service.

6. Florida Public Utilities Company

Coordination Effort:

The City contracts with the Florida Public Utilities Company to provide natural gas. The Department of Public Works monitors this arrangement.

On July 1, 2005, through Ordinance 2005-17, Florida Public Utilities Company was granted the right to operate a natural gas franchise within the City. This franchise will remain in effect for 30 years.

7. Cable Television

Coordination Effort:

The City of Greenacres is serviced by Comcast Cable. The City of Greenacres City Manager's Office is responsible for monitoring of the franchises.

8. Florida Department of Commerce (fka DOC)



Responsibility:

The state agency that regulates land planning.

Duties:

Responsible for implementation of the Local Government Comprehensive Planning and Land Development Regulation Act.

Coordination Effort:

The City of Greenacres is working with the DOC in developing an updated Comprehensive Plan for the City. The City coordinates with the DOC through the process of amending the current Comprehensive Plan and processing large scale future land use map amendments. The City of Greenacres Development and Neighborhood Services has the primary responsibility in coordinating these planning efforts with the DOC.

9. Florida Department of Transportation (FDOT)

Responsibility:

The state transportation agency is responsible for the planning, design, construction and maintenance of the State's roadways.

Coordination Effort:

The Development and Neighborhood Services Department monitors these actions within the City.

10. Florida Department of Environmental Protection (FDEP)

Coordination Effort:

City applications through the Florida Recreation Development Assistance Program (FRDAP), requesting grant funding for various projects, serves as the coordination between DNR FDEP and the City.

The purpose of FRDAP is to acquire or develop land for public outdoor recreation purposes. The program is designed to maximize the outdoor recreation benefit to the public through projects, which implement the State's Comprehensive Outdoor Recreation Plan (SCORP). The Development and Neighborhood Services Department coordinates and monitors these grants.

11. Florida Department of State (DOS)

Responsibility:



The Florida Department of State administers State grants in aid assistance for historic preservation projects through the Division of Historical Resources.

Coordination Effort:

The Development and Neighborhood Services Department continues to monitor for areas of significant historic importance in the City.

**IV. ANALYSIS**

**A. COMPREHENSIVE PLANNING ACTIVITIES**

The City of Greenacres Development and Neighborhood Services Department has been entrusted with the responsibility of overseeing development regulations and developing and maintaining the City's Comprehensive Plan.

The City's Comprehensive Plan provides the guidelines to ensure land use compatibility and that the required infrastructure and public services are planned for and provided at the time of development.

**B. LAND USE**

**1. Treasure Coast Regional Planning Council (TCRPC)**

The City's relationship with TCRPC has been beneficial. The Council has provided City staff with technical expertise and information when requested. The City also receives notification on petitions, such as Comprehensive Plan amendments which directly affect the City or are submitted by the City for Council review. The City along with TCRPC and the County, continue to monitor the River Bridge DRI.

**2. Palm Beach County Planning, Zoning and Building Department (PZ&B)**

The City's relationship with the PZ&B remains consistent. Through the interlocal agreement process, the City has been notified of development applications in the County that are within the City of Greenacres future annexation area. The City informs PZ&B of City initiated and voluntary annexations and changes to the Comprehensive Plan for review and comment.

The City's staff coordinates with PZ&B for information on population and housing statistics and changes to county maintained roadways. The City provides the county with development approvals within the City, and other statistical information as requested.

**3. Annexation**

Since the adoption of the City's 1989 Comprehensive Plan, the City has been active in expanding its boundaries. The City is a member of the Intergovernmental Plan Amendment Review Committee with adjacent



cities Palm Springs, Atlantis, the Village of Wellington (incorporated in 1996), and Palm Beach County. Through intergovernmental coordination, the County and adjacent municipalities notify each other regarding changes to the Future Land Use, Annexations, and Development of Regional Impact (DRI) which affect the future annexation area of a municipality.

### C. ROADWAY IMPROVEMENTS

The City of Greenacres will continue its successful coordination with Palm Beach County under the direction of the County's "Fair Share Contribution for Road Improvements Ordinance." Residential and commercial developers have been very cooperative in paying the necessary road impact fees.

In regards to special traffic concerns, the Palm Beach County Department of Public Works furnishes traffic counts when requested. The County's Department of Engineering and Public Works resolves problems on roadways that they maintain.

### D. LIBRARY SERVICES

The City of Greenacres Library was opened in 1996. The 17,000 sq.ft. library, located on the southeast corner of Jog Rd. and Dodd Rd., is a branch of the Palm Beach County Library System.

### E. SANITARY SEWER

Sewer service is provided by the Palm Beach County Water Utilities Department. All new development within The City of Greenacres must connect to the Palm Beach County Sewer System.

### F. POTABLE WATER

Palm Beach County Water Utilities Department is responsible for the transmission and distribution of potable water to those developments currently served by the County's system.

### **South Florida Water Management District (SFWMD)**

(SFWMD) provides technical assistance and allows for comments on development petitions related to water supply, stormwater disposal, wastewater treatment and disposal.

### **Lake Worth Drainage District (LWDD)**

The City's relationship with Lake Worth Drainage District (LWDD) has been very cooperative over the years. The LWDD provides technical assistance for the City for development proposals that may affect an existing canal.



**Wellfield Protection Ordinance**

Administered by the County's Department of Environmental Resources, the ordinance was enacted in February 1988, to the Unified Land Development Code and the Wellfield Protection Ordinance [Article 14.B. (Wellfield Protection)]. City staff will continue to cooperate with the County on regulation of uses within the City to protect the groundwater aquifer.

G. SOLID WASTE

The major goal of the Solid Waste Authority (SWA) is to provide for the safe and sanitary processing and disposal of solid waste within Palm Beach County. Efficient disposal of solid waste within the City has been maintained. The City has no direct input in the SWA process. Decisions are made at the County level. Therefore, the intergovernmental arrangement between the City of Greenacres and SWA has been satisfactory.

**Local Garbage Collection**

There have been no outstanding problems with the City's garbage collection and recycling franchises, Waste Management, Inc and Advanced Disposal Services Solid Waste SE, Inc.

Waste Management has a contract with the City of Greenacres to handle the local residential garbage collection within the City. For residential developments, fees are charged to the residents for the collection of garbage and recyclable material. The Finance Department charges and collects the fee. For new developments, Waste Management is consulted by the Public Works Department for approval of the dumpster(s) and the location of the dumpster(s) on the development's proposed site plan.

Commercial solid waste collection is franchised to Advanced Disposal Services Solid Waste SE, Inc. This is the only company currently authorized to collect and dispose of all commercial solid waste within the City of Greenacres. Commercial collection and disposal fees are billed directly by Advanced Disposal Services.

H. PUBLIC SAFETY

Agreements with Palm Beach County and Palm Springs have been very beneficial for the City.

The mutual aid agreements covering police protection, fire protection, and emergency medical services all have been very effective.

**Palm Beach County Sheriff's Department and Palm Beach County Fire-Rescue Department**

Through the coordination of the Sheriff's Department and Palm Beach County Fire Rescue with the City of Greenacres Public Safety Department, Public Safety has been able to cross-train with these departments enabling it to obtain



the technical expertise in areas where it is needed.

**Palm Beach County Emergency Medical Services (EMS)**

The Public Safety Department has worked with Palm Beach County Division of Emergency Medical Services in receiving funds from the County EMS Awards Program. The Department has been able to improve and expand EMS services.

I. EMERGENCY MANAGEMENT

The City has continued to coordinate emergency management activities with Palm Beach County.

J. HOUSING

The City's relationship with Palm Beach County Department of Housing and Community Development (HCD) has been supportive. HCD'S staff as requested has provided information to the City. In addition, over the years, several residents have been provided with low income housing assistance.

**Community Development Block Grant Program (CDBG)**

The City of Greenacres will continue to request CDBG funding through Palm Beach County's HCD. The City has in the past applied for and received funding for infrastructure improvement and housing demolition. Improvements in the City's "Original Section" have benefited from CDBG funding.

K. EDUCATION

**Joint Use of School Sites**

The City of Greenacres and the School Board of Palm Beach County have coordinated to develop the joint use of Public Schools in the City. The City and School Board entered into a contract to allow City residents to use the facilities of John I. Leonard for recreational purposes (e.g. use of the recreational facilities after school). A joint use agreement is in place for Community Park and Liberty Park Elementary School. Both sites share a common field and use of recreational facilities provided by the school and the Park. There is also a joint use agreement for Okeeheelee Middle School and Greenacres Freedom Park.

**Review of Development Petitions**

In accord with the Interlocal Agreement on School Coordinated Planning, the Planning Department of the School Board reviews proposed residential developments, and expansions to existing residential developments to determine the impact toward schools in the area and to verify that school capacity is available. Comments from this department aid City staff in the review process of the proposed developments.





### L. PROPERTY APPRAISAL

The Property Appraiser's Office provides the City with yearly updates of the City's tax roll. Corresponding tax maps are also provided free of charge annually. The City has a connection with the property appraiser's database of properties in Palm Beach County. This Connection aids the City staff to quickly identify key information on properties in the City and within the Future Annexation Area.

### M. TAX COLLECTION

The coordination between the Palm Beach County Tax Collector's Office and the City has been favorable. The areas of mutual interest between the City and the Tax Collector's Office have been in current and delinquent real estate taxes and in the issuance of business tax receipts (formerly called occupational licenses).

### N. ELECTION SUPERVISION

The adoption of Palm Beach County's registration system has been very beneficial to the residents and staff of the City of Greenacres. At present, the City is divided into a number of precincts.

### O. FRANCHISES

#### 1. Electric

Florida Power and Light Company has provided effective electric service to the City and its residents since the franchise was initially granted in 1946.

#### 2. Telephone

AT&T has maintained a cooperative working relationship with the City in providing telephone service to all residents.

#### 3. Natural Gas

Florida Public Utilities continues to comply with the regulations established for the franchise.

#### 4. Cable Television

Cable Television service has been satisfactory within the City. The City cannot set cable television rates.

### P. TREASURE COAST STRATEGIC REGIONAL POLICY PLAN

City staff has made appropriate comparisons to the Treasure Coast Strategic Regional Policy Plan to determine if additional planning coordination is needed.



Staff meets with T.C.R.P.C. staff to determine the issues that the City will need to address in order to ensure consistency.

**V. PLAN FOR INTERGOVERNMENTAL COORDINATION**

**A. INTERGOVERNMENTAL COORDINATION APPROACH**

Chapter 163 F.S. states in section 163.3177 (H) that "this element of the local comprehensive plan must demonstrate consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, and upon the state comprehensive plan."

To accomplish the aforementioned state statute requirement above, it becomes incumbent upon the City to establish the greatest degree of coordination efforts possible with other intergovernmental entities. The City will attempt to protect and enhance intergovernmental coordination efforts by implementing a variety of measures described in detail below.

**B. OPEN AND EFFECTIVE COMMUNICATION**

**1. Coordinate Intergovernmental Meetings**

When considered appropriate, the City of Greenacres staff will seek meetings between elected officials to discuss ideas and issues pertaining to coordination between staff and the elected officials.

**2. Resource Sharing**

The City of Greenacres will examine the feasibility of sharing resources with other governmental entities. Resources may be in the form of information, manpower or machinery. Local governments do request information from other municipalities for comparisons for items such as fees and zoning code regulations. The City typically surveys adjacent and similarly sized cities, and Palm Beach County, when setting development review fees and revising the City's Zoning Code.

**C. PUBLIC PARTICIPATION PROCEDURES**

Florida Statutes call for the establishment of public participation procedures that provide and encourage public input and involvement during the planning process. The City of Greenacres complies with this provision by incorporating a formal and informal process to encourage public participation.

**1. Formal**

Through use of an advertisement in a newspaper of general circulation, the City notifies real property owners of all events dealing with the formation of the Comprehensive Plan.



Planning Hearing Notification

For new developments or amendments to existing site plans that require a public hearing(s), the City is required by Florida State Statutes to notify affected property owners. The City of Greenacres adheres to a mailing radius of 300' of the subject site to all property owners and notification in a newspaper of local circulation.

2. Informal

As a key supplement to the formal process, the City will also implement the following activities:

- a) post a notice of upcoming events and meetings on the City Hall bulletin board;
- b) provide news releases for additional media coverage;
- c) hold periodic press sessions for public awareness;
- d) have written public comment forms available in the City Hall reception area;
- e) provide written notice or agendas for future meetings;
- f) issue verbal reminders at all City meetings of upcoming meetings ;and
- g) contact by written response, any citizen that provides a written and oral response on any aspect of the Comprehensive Plan development and adoption within fifteen (15) days of receipt of such comments.

D. MONITORING AND EVALUATION

The City of Greenacres will make every effort to ensure that the Comprehensive Planning Process is a continuing effort. To that end, the City implements the following procedures in regard to monitoring, updating and evaluating the required seven-year evaluation and appraisal review (EAR)

Annual Public Hearing

The Planning Commission shall hold an annual public hearing for the purpose of monitoring, updating and evaluating the condition of the Plan. Citizen input during the meeting will be encouraged.

Official Approval of the Comprehensive Plan

The Development and Neighborhood Services Director shall act as chief monitoring official for approval of the plan and shall compile citizen comments throughout the year. The monitoring official shall also be responsible for ensuring that the objectives of 9J5-005(7) (a)-(e) are monitored, updated and evaluated during the year.



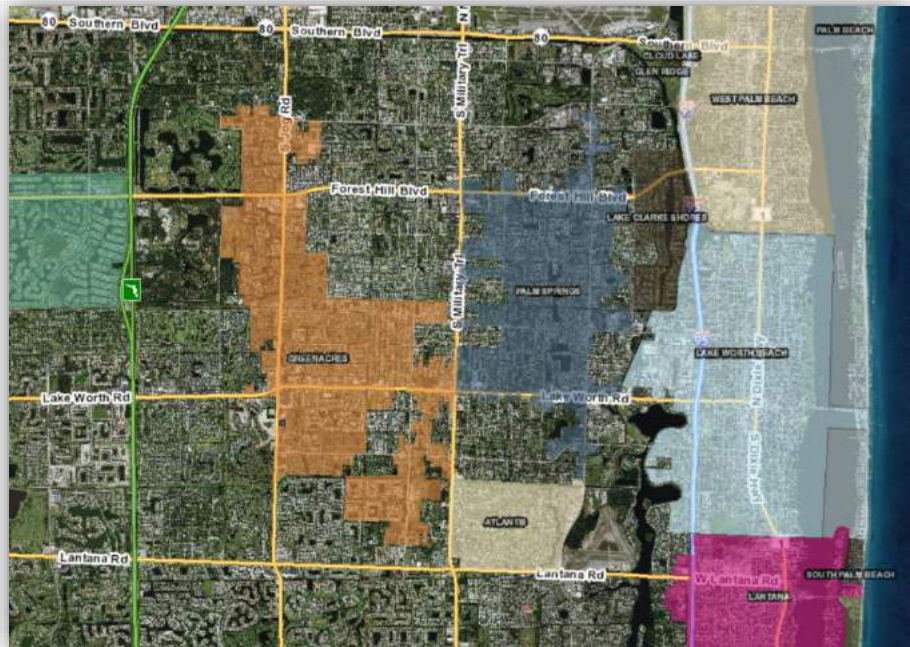
## DATA, INVENTORY, AND ANALYSIS

### INTRODUCTION

#### Purpose of Element

The City of Greenacres, as well as other municipalities in Palm Beach County, has recognized the undesirable impact that haphazard annexation growth has had on Florida's resources. Therefore, as one of many municipalities, the City of Greenacres has chosen to address its annexation plans in a more detailed outline within this Annexation Element. With the continuing evolution of the City, it is necessary to implement a defined annexation approach with the tools to enforce a blueprint for future annexation. As one of the underlying strategies in guiding the future growth of the City, the Palm Beach Countywide Planning Council adopted an annexation policy in 1989 to alleviate interjurisdictional incompatibilities between municipalities.

The policy links future proposed annexation areas to several elements of the Comprehensive Plan, which were targeted by the Council in an effort to review the plans of the local governments. The Palm Beach Countywide Planning Council's policy purposes were as follows: "To encourage interjurisdictional planning for annexation, to reduce annexation conflicts, to encourage coordinated planning for the provision of capital facilities and services for proposed annexation areas, to facilitate orderly transition of service provision and to discourage the creation of hard to serve enclaves."



Historical development patterns and individual annexation policies have resulted in smoother, more rounded boundaries in some communities (West Palm Beach, Lake Worth Beach) compared to others with less-rounded boundaries (Palm Springs, Greenacres).

#### ***What direction is the community headed in some key metrics?***

1. Patterns of historical development have resulted in property-owner driven annexations creating a slightly irregular municipal boundary. The boundary extends from the core along corridors, incorporating freestanding commercial nodes and residential neighborhoods, but leaves gaps that otherwise would result in a logical rounded boundary. Residents, workers, visitors and emergency services may not easily comprehend where the city begins or ends even on short trips or service calls. Policies in this element aim to create a more balanced incorporated area where these gaps are minimized to create a more cohesive, economically sustainable and easy to navigate community.



2. Three aspects of future growth, (timing, direction, and intensity), are tied closely to the Growth Management Act and the application of the concurrency requirement. The key to a successful approach to the concurrency requirement is having a sound plan for effectively eliminating existing deficits and providing infrastructure for new development within a reasonable period of time. The concurrency issue will aid in determining the aggressive or passive character of the City of Greenacres annexation policy.
3. The success of any annexation policy is achieved only through interjurisdictional planning efforts. The City of Greenacres policy is based upon the productive coordination of intergovernmental activities:
  - a. Through coordination with Palm Beach County, the county encourages the annexation of unincorporated enclaves within municipalities, consistent with planning principles and requirements of Chapter 171, F.S.
  - b. To prevent other municipalities from annexing land within designated areas and to prevent the formation of new municipalities within these areas. Coordination with Palm Beach County planning efforts is of great importance to Greenacres and is a requirement of the Florida State Local Government Comprehensive Planning Act.

To achieve these goals, the City coordinated its future annexation boundaries with the Countywide Planning Council in 1989 at the time of plan adoption. Based on the findings from the 2023 Evaluation and Appraisal Review (EAR), the future annexation boundaries are recommended to be adjusted to reflect current land use and market conditions, considering adjacent land uses and growth patterns.

### Definition of Relevant Terms

- A. ANNEXATION - is defined as the adding of real property to the boundaries of the City. The addition of the real property in every way becomes a part of the City.
- B. COMPACTNESS - is defined as concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns.
- C. CONTIGUOUS - is defined in Florida Statutes Chapter 171.
- D. ENCLAVE - is defined as any unincorporated Palm Beach County area which is totally enclosed within and bounded by a City. Also, any unincorporated Palm Beach County area which is totally enclosed within and bounded by a City and a natural or man-made obstacle which prohibits the passage of vehicle traffic to that unincorporated area unless the traffic passes through that City.
- E. FINGER PATTERN - is defined as an annexation area whereby major features such as a body of water or man-made obstacles (etc.) limit future annexations so that the land use pattern approximates a human hand. The fingers are generally the extension by annexation and the palm represents the main city core.
- F. INTERJURISDICTIONAL INCOMPATIBILITY - is defined as potential implementation of a local plan which could adversely impact another local government.
- G. MUNICIPALITY - is defined as a municipality created pursuant to general or special law authorized or recognized pursuant to S.2 or S.6, Art. VIII of the State Constitution.
- H. POCKET AREA - is defined as any unincorporated area which is bounded on at least three (3) sides by a single municipality.



DATA AND INVENTORY

PAST ANNEXATIONS

In the past, the City of Greenacres annexation policy has been to leave the initiation of annexations up to the property owners. The City of Greenacres views annexation as an action which is positive and beneficial to the City, and as a result, is receptive to proposals for annexation provided such proposals do not create undue hardship for service delivery.



Welcome signs mark the location of many of the city's incorporated boundaries.

The first annexation recorded in the City was Ord. No. 61, annexing 320 acres into the City on December 13, 1960; which more than doubled the size of the City. Since that time, the City has grown through additional annexations.

Table 1 reflects a breakdown of this growth by size and zoning classification of the acquired land. Of all the land annexed into the City between 1960 and FY 2007, ~~seventy-nine (79%)~~ 2017 and 2023, 68.% is classified "Residential".

Map ANX.1 shows the extent, pattern, and year this growth occurred in the City. Presently, the City is ~~5.78~~ 6.08 square miles (~~3,703.15~~ 3,891.2 acres), inclusive of roadways.

TABLE 1 ANNEXATION HISTORY									
		Commercial		Public Buildings		Residential		Rec./Open	
YEARS	TOTAL AC.	No.	%	No.	%	No.	%	No.	%
1960-1969	320.00	35.00	10.9%	2.00	0.6%	281.00	87.8%	2.00	0.6%
1970-1974	1,533.23	145.60	9.5%	16.82	1.1%	1343.62	87.6%	27.19	1.8%
1975-1979	30.55	20.90	68.4%	0.00	0.0%	9.65	31.6%	0.00	0.0%
1980-1984	345.65	49.93	14.4%	0.00	0.0%	295.72	85.6%	0.00	0.0%
1985-1988	23.08	3.31	14.3%	0.00	0.0%	19.77	85.7%	0.00	0.0%
1989-1993*	114.30	16.93	14.8%	49.64	43.4%	47.52	41.6%	0.21	0.2%
1994-June 1997	63.87	0.94	1.5%	9.17	14.4%	53.76	84.2%	0.00	0.0%
1997-2007	770.48	53.04	6.9%	230.62	29.9%	480.02	62.3%	6.8	0.9%
2008-2016	49.44	19.04	47.1%	0.00	0.0%	21.41	52.9%	0.00	0.0%
<u>2017-2023</u>	<u>147.26</u>	<u>38.99</u>	<u>29.1%</u>	<u>3.27</u>	<u>2.5%</u>	<u>91.60</u>	<u>68.4%</u>	<u>0.00</u>	<u>0.0%</u>
<i>Subtotal</i>	<del>3,201.16</del>	<del>325.65</del>	<del>10.2%</del>	<del>308.25</del>	<del>9.6%</del>	<del>2,531.06</del>	<del>79.1%</del>	<del>36.20</del>	<del>1.1%</del>
	<u>3,397.86</u>	<u>383.68</u>	<u>11.3%</u>	<u>311.52</u>	<u>9.2</u>	<u>2,644.07</u>	<u>77.8%</u>	<u>36.20</u>	<u>1.07%</u>
Original Town	263.00	13.08	5%	8.04	3.1%	234.92	89.3%	6.96	2.6%
<b>TOTAL</b>	<b>3,464.16</b>	<b>338.73</b>	<b>9.8%</b>	<b>316.29</b>	<b>9.1%</b>	<b>2,765.98</b>	<b>79.8%</b>	<b>43.16</b>	<b>1.2%</b>
	<u>3,660.8**</u>	<u>396.76</u>	<u>20.2%</u>	<u>319.56</u>	<u>8.6%</u>	<u>2,879.0</u>	<u>70.6%</u>	<u>41.16</u>	<u>0.6%</u>

Source: City of Greenacres Planning, Engineering & GIS Division 2023



ENCLAVE AREAS

Attempts to Annex

"The elimination of enclaves in any municipality is one of the tools that would effectively control urban sprawl and the undesirable impact that uncontrolled growth has had on Florida's resources."

Enclaves create confusion each time someone is in need of emergency services, such as medical/rescue, police or fire suppression. The confusion is apparent when deciding which government agency should respond to a request for emergency services, i.e. Palm Beach County or the City of Greenacres.

While most annexations have been voluntary, the City did utilize the provisions of the involuntary enclave annexation provisions in Chapter 171, Florida Statutes to annex many enclaves in 1994, 1997, 2000, 2005 and 2007.

Land Use

Within the City of Greenacres, there are three (3) enclaves of unincorporated land which comprise approximately ~~37.98~~ 36.81 acres. The number of enclaves has decreased from nineteen (19) in 2006. The exact location of these enclaves is shown on Map ANX.2. All of the ~~37.98~~ 36.81 acres of land, ~~37.98~~ are classified as "Residential" land use. Each individual enclave is exhibited in more detail in Table 2 and is based on the City's "Advisory Future Land Use" Map.

TABLE 2 ENCLAVE AREAS			
MAP I.D.	# of Acres		
	Commercial	Residential	Total
1	0.00	<del>13.64</del> 10.50	<del>13.64</del> 10.50
2	0.00	<del>24.34</del> 22.43	<del>24.34</del> 22.43
3	0.00	5.08	5.08
<b>TOTAL</b>	<b>0.00</b>	<b><del>37.98</del> 38.01</b>	<b><del>37.98</del> 38.01</b>
<b>PERCENT</b>	<b>0.0%</b>	<b>100%</b>	<b>100.0%</b>

Source: City of Greenacres Planning, Engineering & GIS Division 2023

Note: 1. All "Acreage" figures are based on GIS data.

2. Land use was determined using the Advisory Future Land Use Map of the City of Greenacres revised in February 2023, with Joq Road Mixed Use allocated as residential.

Trends

Definite trends have been recognized in the City's annexation history.

- a) Arterial Networks - The first and most noticeable trend in the City and many other municipalities is the way growth follows the arterial roadways, north to south and east to west. State Road 802 (Lake Worth Road), is an east to west urban principal arterial and Jog Road is a north to south urban principal arterial. As would be expected, many of the current and former enclave areas in the City are adjacent to, or follow, these two (2) arterial roadways.
- b) Land Use Ratios - Another significant trend which has remained relatively constant throughout the City's annexation history has been the ratio of residential vs. commercial land acquired through new growth. In recent years, a slightly higher rate of commercial land use has been annexed into the City through incorporation of enclave and pocket areas.
- c) The percentage of commercial property annexed into the City is significantly lower than residential until recently. Between 2008 and 2017, the ratio of annexed commercial land was even with residential at 47%. The trend in the City has been approximately eighty percent (80%) residential to ten percent (10%) commercial, with the balance ten percent (10%) being primarily public buildings such as schools, with some park space also.



**POCKET AREAS**

**Defined**

Pocket areas are generally located along the jagged edges of a city's outer perimeter. The annexation of these unincorporated "pockets" would add an additional ~~1,066~~ 829 acres or ~~4.67~~ 1.29 square miles of land to the inventory. The annexation of pocket areas is simply a squaring off of existing boundaries by filling in those irregular growth patterns, making the city limits more easily definable.

**Land Use**

The exact location of all pocket areas are shown on Map ANX.3. The acreage of these parcels was determined using figures from the Palm Beach County Property Appraiser GIS Maps. Each pocket identified on Map 3 is listed by number on Table 3 and is defined by land use and size.

Based on the current Future Land Use Maps of Palm Beach County, ~~411.78~~ 34.22 acres or ~~40.49~~ 3.7 percent of all pocket areas have a "Commercial" land use designation. In the case of pocket areas, most commercial areas are located along the City's arterial roadways (Lake Worth Road, Jog Road and Military Trail). An estimated ~~954.23~~ 868.5 acres have a "Residential" land use designation which includes single-family, duplex (two family), multi-family (three plus units), and mobile homes. "Other" land uses include the "Urban Infill" future land use designation which accounts for 2.3 percent of total pocket areas.

TABLE 3 POCKET AREAS				
MAP I.D.	# of Acres			County Land Use
	Commercial	Residential	Other	
1	0.00	2.55	0.00	LR1
2	0.00	10.0	0.00	MR5
3	0.00	47.564	0.00	MR5
4	0.00	20.94	0.00	PARK
5	0.00	115.39	0.00	MR5/HR12
6	0.00	421.80	0.00	MR5/HR8/HR12
7	6.94	76.7	44.54	CH/CH8/MR5/UI
8	3.90	39.29	0.00	CH8/LR3/HR8
9	3.24	0.00	0.43	CH8/NA
10	11.63	0.00	0.00	CM
11	0.00	5.39	0.00	LR1
12	0.00	290.28	0.00	LR1/LR2/LR3/HR8
13	9.53	52.59	10.63	CH8/MR5/HR8/UI
14	0.00	41.61	0.00	LR2/MR5
<b>TOTAL</b>	<u>34.22</u>	<u>868.50</u>	<u>21.52</u>	<u>924.24</u>
<b>PERCENT</b>	<u>3.70%</u>	<u>93.97%</u>	<u>2.33%</u>	<u>100%</u>

Source: City of Greenacres Planning, Engineering & GIS Division 2023

Note: 1. All "Acreage" figures are based on GIS Data

2. Land use was determined using the Current Future Land Use Map of Palm Beach County as of February 2023

3. Park land use categorized as Residential (ID#3).





**ANNEXATION PLAN**

**Defined**

The City of Greenacres annexation plan encompasses all unincorporated areas south of Southern Blvd., north of Lantana Road, east of ~~State Road 7~~ Florida's Turnpike and west of Military Trail. ~~excluding those areas east of State Road 7 which have been annexed by Wellington and Royal Palm Beach~~ This area (which includes the enclaves and pockets discussed above) would add approximately ~~16,540.79~~ 8,853.91 acres or ~~25.85~~ 13.83 square miles of land to the existing inventory, for a total area of ~~20,240.38~~ 14,630.40 acres or ~~31.63~~ 22.44 square miles.

**Land Use**

The limits of the Future Annexation Areas are illustrated on Map ANX.4. The land uses within the ultimate annexation boundary are primarily residential, with commercial along the major road corridors. This area also contains Okeehetee Park, a 1,702 acre regional park.

**ANALYSIS**

**INTERGOVERNMENTAL COORDINATION**

**Concurrency Management System**

In future annexations, the City examines infrastructure in unincorporated lands which lie within the City of Greenacres future annexation boundaries, as it relates to the concurrency provisions of Chapter 163, ~~and rule 9J-5 Minimum Criteria Rule F.A.C.~~ Florida Statutes. In order to effectively manage new growth and development in the future, the timely provision of adequate facilities to accommodate growth must be required at the time of annexation.

The annexation of lands serviced by septic tanks and wellwater would have a negative impact on level of service standards for the City, which would hinder the issuance of development permits. Therefore, it would be counterproductive to annex unincorporated land without assurance that necessary facilities will be available within a reasonable period of time, if development is to occur.

**Chapter 171, Florida Statutes**

The City of Greenacres Zoning Code Article 16, supports all "Prerequisites to Annexation" outlined in Chapter 171, Florida Statutes.

- a) Infrastructure - If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, the City requires a proposed timetable for construction of such mains as soon as possible following the effective date of annexation.
- b) Character of Site - The character of an area to be annexed is defined in Chapter 171, Florida Statutes and is fully enforced by the City of Greenacres.

**Palm Beach County Interim Annexation Review Policy**

The City of Greenacres recognizes Palm Beach County's Interim Annexation Review Policy, adopted on August 2, 1988, as a future annexation policy tool for both Palm Beach County and the City. This policy provides guidance for the adjustments to municipal boundaries that would best service all jurisdictions. In those instances, Palm Beach County will actively encourage orderly annexation by supporting "Joint Planning Areas," pursuant to Chapter 163.3171 F.S. This City and County joint effort would address issues of location and timing of annexation efforts, as well as, the extent to which annexation may potentially hinder Palm Beach County's ability to effectively and efficiently provide services and facilities to all citizenry in the unincorporated areas.



**Palm Beach Countywide Planning Council**

Another important element of "intergovernmental coordination" was the Countywide Planning Council's Annexation Policy. This was a joint effort between Palm Beach County and municipalities "to reduce annexation conflicts, to encourage coordinated planning for the provision of capital facilities and services for proposed annexation areas, and to facilitate orderly transition of service."

**Interlocal Service Boundary Agreement**

In 2007, Chapter 171 of the Florida Statutes was changed to add Part II which provides for a process to coordinate annexation and service delivery between municipalities, a county, and service providers. The agreement reached can also provide additional flexibility in annexation.

**THE CITY OF GREENACRES ZONING CODE**

Once an unincorporated parcel of land is formally annexed into the City, the parcel is given a Future Land Use Designation and a consistent Zoning District.

If development of the parcel has not been determined, the parcel is assigned the zoning District of Study Area Zone (SAZ). This district is designed as a holding zone which applies to lands on a temporary basis awaiting a rezoning or a zoning classification. Under the SAZ designation, no development can occur until the rezoning to another zoning district is adopted. SAZ designation has a time period not to exceed two (2) years.

**ANNEXATION ANALYSIS**

The analysis of "pocket", "enclave" and other areas is depicted in Table 4.

TABLE 4 ANNEXATION ANALYSIS		
Parcel Type	ANNEXATION SIZE	
	Acres	Square Miles
City of Greenacres	<del>3,703.15</del> 3,891.2	<del>5.78</del> 6.08
Enclaves	<del>37.98</del> 36.81	0.06
Pockets	<del>1,066.01</del> 1,848.48	<del>1.67</del> 2.89
Other Areas	<del>15,433.24</del> 8,853.91	<del>24.12</del> 13.83
<b>TOTAL</b>	<b><del>20,240.38</del> 14,630.69</b>	<b><del>31.63</del> 22.44</b>

Source: City of Greenacres Planning and Engineering Department, February 2023

Note: All acreage figures include roadways.



Pocket areas exist on major arterials including this community on Lake Worth Road, adding to confusion when determining an area's incorporation status, particularly for emergency service providers.

## PLAN FOR ANNEXATION

### ANNEXATION APPROACH

Annexation is an important issue to the City. A proper planning approach will enable the City to: resolve a multitude of problems associated with the existing situation of enclaves and pocket areas; avoid future interjurisdictional incompatibilities; and grow in a manner that eliminates finger patterns and "leap frog" linear extensions. Therefore, the City's approach will be to plan for future annexation in a cautious, yet efficiently timed manner. Additionally, studies will be utilized to ascertain the viability, appropriateness and timing of future annexations.

### Phasing of Annexation - Planning Time Frame

To the extent permitted by law, the City will continue its efforts to annex all lands within the ultimate annexation boundaries as adopted on Map [ANX.4](#).



### Feasibility of Future Annexation

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

- a. The area in question must meet statutory requirements pertaining to contiguity, compactness and regular shape.
- b. The petitioned area must have "a unity of interests with the City" and be "a logical extension" of the City's boundaries.
- c. The area shall have a growth potential sufficient to warrant the extension of services.
- d. The deficit of income against expense to the City shall not be unreasonable.
- e. The advantages both to the City and the petitioned area must outweigh the disadvantages.
- f. The City must be willing and able to provide City services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time.

### Annexation Feasibility Study (AFS)

In order to meet the guidelines under Feasibility of Future Annexation above, the City shall undertake an annexation feasibility study (AFS) for every annexation request that is ten (10) acres or greater in size. The study shall determine the feasibility of annexation based upon a detailed report that addresses seven (7) broad areas outlined below:

- a) An inventory of the extent and quality of Palm Beach County and other government services and facilities already existing in the petitioned area.
  - (1) Such services and facilities would include, but not be limited to fire protection, police protection, sewage disposal, water supply, storm drainage, refuse and garbage collection and disposal, street paving and maintenance, street lights, schools, libraries, parks and recreation, etc.
- b) The services and facilities to be supplied upon and during the first five (5) years following annexation.
  - (1) This component would address the specific responsibilities for public improvements by the City, Palm Beach County, other governmental jurisdictions and the annexing property owners.
  - (2) A schedule of public improvements that would amend the Capital Improvements Element of the Comprehensive Plan and the City's Capital Improvements Program would also be formulated.
- c) The costs of furnishing needed services and facilities would be analyzed.
  - (1) City costs to be analyzed, but not be limited to include the provision of public safety services; infrastructure improvements and maintenance; leisure services (parks and recreation); and other general government services.
- d) The amount of potential revenue from the annexed area.
  - (1) Potential City revenues may include, but not be limited to ad valorem taxes, utility taxes, license and permit fees, charges and fines, user charges and impact fees.
- e) The costs and benefits of annexation to the annexing property owners.
  - (1) Such analysis would detail the potential additional costs to property owners and the potential benefits of being annexed into the City.



- f) The cost balance (excess of costs or excess of revenue) to the City.
- g) Other Special Factors
  - (1) This component would address special factors that may include, for example, new industry or development uses anticipated in the area(s) or the long term implications that such annexations may have on City affairs or future annexation efforts.

### Ultimate Annexation Boundaries

The City's ultimate annexation boundaries as depicted in Map ANX.4, would add an aggregate ~~46,537.23~~ 10,739.20 acres to the current City boundaries. Therefore, the City, which is currently ~~5.78~~ 6.08 square miles, would increase to ~~31.63~~ 22.44 square miles upon ultimate annexation.

### Coordination and Planning

Palm Beach County is the service provider for many basic services within and adjacent to the City of Greenacres. Because of this fact, the gravity of coordination and planning efforts between the City, Palm Beach County and other affected agencies is of paramount importance in achieving a successful annexation posture for the future.



### DATA AND ANALYSIS

#### INTRODUCTION

Under current law, local governments create and adopt local comprehensive plans to control and direct land use and development within a county or municipality. First adopted in 1975 and extensively expanded in 1985, Florida's comprehensive land planning laws were significantly revised in 2011, becoming the Community Planning Act (CPA). The CPA directs how local governments create and adopt their local comprehensive plans. The CPA requires that all governmental entities in the state recognize and respect judicially acknowledged or constitutionally protected private property rights and exercise their authority without unduly restricting private property rights, leaving property owners free from actions by others that would harm their property or constitute an inordinate burden on property rights under the Harris Act. However, there was no requirement to specifically include language in a local government's comprehensive plan to address private property rights.

On April 1, 2021, the Florida House passed CS/CS/CS/HB 59 (Harris Act) with the bill subsequently passing the Florida Senate on April 8, 2021. Governor DeSantis signed the legislation into law on June 29, 2021 (Chapter 2021-195, Laws of Florida). Statutory provisions in Chapter 163, Florida Statutes, related to comprehensive plans, were amended to require each local government to adopt a Property Rights Element into their comprehensive plan. Inclusion of the Property Rights Element is intended to protect private property rights and to ensure they are considered in local decision-making. The new law adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, each local government is required to adopt a Property Rights Element by the earlier of: (1) the adoption of its next proposed plan amendment that is initiated after July 1, 2021, or (2) the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to Section 163.3191, Florida Statutes.

#### IMPLEMENTATION

**Staff will consider these provisions when advising and formulating their recommendations on land use, zoning and other issues that are to be brought before any governmental entities, including, but not limited to, Greenacres City Council.**



## DATA AND ANALYSIS

### INTRODUCTION

Consistent with municipalities across the country, the City of Greenacres aspires to integrate health into the City’s long-term planning vision for more positive physical and mental health outcomes for its citizens. The City defines community health as the level to which all City residents have access to healthy food, recreation, and healthcare to improve their well-being. The City’s built environment, resources, and programs all play crucial roles in the community’s overall well-being. Greenacres intends to establish the Healthy Communities Element as an optional element in the 2043 Comprehensive Plan update, to guide health outcomes for a more livable City in the future. Communities that have access to recreational opportunities and health resources have shown better health outcomes and are perceived as more livable places. Community health is a multidisciplinary topic and will integrate data and analysis from other elements such as Transportation, Land Use, Parks and Recreation, and Conservation, which are all topics that correlate to a community’s activity levels, eating habits, and routine health examinations.

This data, inventory, and analysis is used to determine existing conditions, barriers to a healthy community, and focus areas to improve access to community health, and ultimately guide the Goals, Objectives, and Policies of this Element. This document has been prepared in compliance with Florida State requirements for an optional element in the Greenacres Comprehensive Plan in Chapter 163.3177, Florida Statutes.

For the City of Greenacres, this data and analysis focuses on the following three major community health components:

- Access to healthy food
- Access to recreation
- Access to healthcare

Please note that there are many components outside of the variables discussed herein that influence overall community health, but these variables were chosen due to their importance and relevance to the City. The City fully recognizes and supports efforts recognizing the characteristics of healthy communities including access to quality education, safe and healthy homes, adequate employment, transportation, physical activity, nutrition and quality health care.

### DATA

Municipalities are responsible for providing for the publics’ health, safety, and welfare. City Planners can help guide that discussion with the policy makers. Florida Statute does not currently require a health-related element in the comprehensive plan. However, to accurately provide for the health and welfare of a community, Greenacres has created a Healthy Communities Element, based on the data available. According to available data, a variety of health-related concerns are present in the Greenacres Community, such as professional health care shortages, lack of connectivity, and prevalence of health concerns such as obesity and poor mental health. This section will showcase and discuss the health data available from national, state, and local sources to support recommendations and their associated Goals, Objectives, and Policies in this report.



Figure X. Insert Caption.



**HEALTH-RELATED CONCERNS**

As demonstrated in the population and demographic data in the Future Land Use Data, Inventory and Analysis, Greenacres population is diverse, as approximately 64% of the City’s population is non-white. The City’s population also has a lower than median household income and lower higher-education attainment when compared to Florida demographics as a whole. According to the American Planning Association (APA), research has shown that low-income, and communities of color, often experience high rates of chronic diseases that is often due to a lack of infrastructure that supports physical activity and access to health promoting resources. This section will highlight readily available health data at the local, county, and state level to determine areas of concern.

**Obesity and Diabetes Rate**

According to the Center for Disease Control and Prevention (CDC), obesity is a common serious, and costly chronic disease of adults and children. Obesity increases the risk of health conditions such as cardiovascular diseases, diabetes, cancers, high blood pressure, and more. Minority groups also experience higher rates of obesity, which can exacerbate health disparities. As demonstrated in Table CH – 1, the City of Greenacres has a higher rate of adult obesity and adult diabetes than those at the County and State levels. Physical activity and healthy diets are both actions supported by the CDC to reduce the risk of obesity.

<b>TABLE CH - 1 OBESITY AND DIABETES RATES</b>			
	<b>City of Greenacres</b>	<b>Palm Beach County</b>	<b>Florida</b>
<b>Adult Obesity Rates</b>	28.4%	24.3%	27.0%
<b>10 yr. to 17 yr. Obesity Rate</b>	N/A	N/A	15.8%
<b>Adult Diabetes Rate</b>	12.3%	10.4%	11.7%

Source: Palm Beach County Health Needs Assessment (2022), Places Local Data for Better Health (2019)

**Mental Health**

Table CH-2 shows percentages of the populations for the City of Greenacres, Palm Beach County, and the State of Florida that have self-reported ‘poor mental health’ and ‘poor physical health’, while also listing the percentage of the populations that have been clinically diagnosed with depression.

<b>TABLE CH- 2 MENTAL HEALTH</b>			
	<b>Greenacres</b>	<b>Palm Beach County</b>	<b>Florida</b>
<b>Prevalence of Depression (clinical)</b>	18.2%	12.4%	17.7%
<b>Mental Health Not Good for More Than 14 Days (self-reported)</b>	16.5%	9.2%	13.8%
<b>Physical Health Not Good for More Than 14 Days (self-reported)</b>	12.6%	10.2%	13.8%

Source: Places Local Data for Better Health (2019), Florida Health CHARTS, Florida Behavioral Risk Factor Surveillance System (BRFSS) (2019) Compiled by: Health Council of Southeast Florida (2021)

The data showcasing the clinical and self-reported mental health perceptions for the City of Greenacres identifies that the City has a higher percentage of residents diagnosed with depression than both the County and the State. Moreover, the data also shows that the percentage of individuals that self-report both poor mental health and poor physical health is higher for residents of the City of Greenacres compared to both the County and State. From a community health perspective, there is a clear motivation to continue the City of Greenacre’s efforts to improve mental health and ensure mental health resources for local residents are available.





**Professional Health Care Access and Coverage**

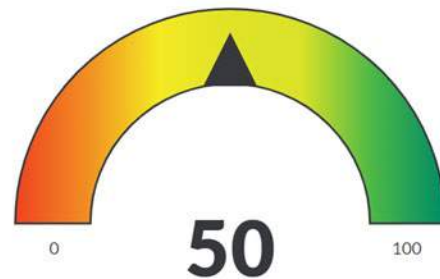
Being healthy is often integral to our success as individuals and it is essential for people to have access to timely, quality health care services. According to the Palm Beach County, Florida Community Health Assessment, Greenacres is lacking professional health care services within the city limits. There are no licensed hospitals in Greenacres, however, there are 16 total licensed hospitals in Palm Beach County. There is one licensed nursing home in the City of Greenacres, making it one of the five cities in the State with the lowest concentration of nursing homes. The Wood Lake Health and Rehabilitation Center is a 120-bed facility located on 6414 13<sup>th</sup> Road South.

Greenacres' low-income population is a Federal Medically Underserved Area/Population (MUA/P), which is an area and population designated with a lack of access to primary care services. MUAs typically have a shortage of primary care services within a geographic area or a specific population subset that is facing barriers to health care. There are 8 total designated populations and geographic areas within the County that qualify them as a MUA. Greenacres has the second lowest score, which indicates unfavorable health access and negative outcomes for the lower income population in the City. The City of Greenacres has several private care clinics, but these private clinics may be inaccessible to the residents due to financial limitations.

According to the 2021 American Community Survey 5-year Estimates dataset, the City of Greenacres has approximately 20.2% of the population living without healthcare coverage. This roughly correlates to 1 in 5 residents of the City of Greenacres are living without healthcare coverage. For comparison, the percentage of the population living without healthcare coverage in the State of Florida was 12.1% in 2021 estimates (US Census ACS data, 2021). The percentage of the population without health coverage is much more limited in how they can pay for medical services and care, as compared to the population who is currently under medical coverage.

**LIVABILITY**

According to the AARP Livability Index, Greenacres received a score of 50 out of 100. This indicates that Greenacres is at the national average in terms of livability. AARP's livability index uses a variety of data sources to determine how well a community supports its citizens in seven categories: housing, neighborhood, transportation, environmental, health, engagement, and opportunity. Table CH-3 lists the City's scores in each of these categories, which all contribute to a healthy, livable community. Table CH-4 breaks down the health metrics in the AARP Livability Index and uses Palm Beach County and Florida as a comparison. The Livability Index indicates that the City underperforms in access to qualified health care professionals.



The overall livability index score for Greenacres, Florida is 50. This is in the top half of communities in the U.S.



TABLE CH- 3 AARP LIVABILITY INDEX			
Category	Score	Strengths	Weaknesses
<i>Housing</i>	66	Multifamily housing opportunities, zero-step entrances	Housing costs and housing cost burden
<i>Neighborhood</i>	59	Access to grocery stores, access to parks, access jobs by auto, diversity of destinations, activity density	Crime rate, vacancy rate, access to libraries
<i>Transportation</i>	46	Walk trips per household, household transportation costs	Fatal crashes rate and traffic congestion, ADA-accessible stations and vehicles, high speed limits
<i>Environment</i>	58	Air quality	Exposure to roadway pollution
<i>Health</i>	45	Access to exercise opportunities	Obesity, smoking prevalence, preventable hospitalization rate, patient satisfaction, healthcare professional shortage areas
<i>Engagement</i>	40	Opportunities for civic involvement, voting rate	Broadband cost and speed, and cultural, arts, and entertainment institutions, social involvement index
<i>Opportunity</i>	38	High school graduation rate	Jobs per person, age diversity, income inequality

Source: AARP Livability Index, City of Greenacres (2023)



TABLE CH-4 AARP LIVABILITY HEALTH METRICS			
Health Metrics	Greenacres Data	Palm Beach County Data	Florida Data
Smoking prevalence	19.6%	16.5%	18.5%
Obesity prevalence	32.5%	29.6%	31.0%
Access to exercise opportunities (percentage of people who live within half-mile of parks and within 1 miles of recreational facilities)	93.8%	93.8%	88.8%
Healthcare professional shortage areas (Index from 0 to 25, lower values are better)	17	7	12
Patient satisfaction (Percentage of patients who give area hospitals a rating of 9 or 10, with 10 indicating the highest level of satisfaction)	62.3%	64.3%	69.0%

Source: AARP Livability Index, City of Greenacres (2023)

**Walk Score**

Walk Score measures walkability on a scale from 0-100 based on walking routes to essential destinations for residents to reach their goods and services, such as grocery stores, schools, parks, restaurants, and retail. According to Walk Score data and analytics, Greenacres has a Walk Score of 33. A score of 33 indicates that most errands require a car and some of the most walkable neighborhoods are River Bridge and Nautica Isles. Bike score measures bike accessibility on a scale from 0-100 based on bike infrastructure, topography, destinations, and road connectivity. Greenacres has a bike score of 43, due to the lack of bicycle infrastructure. At present, bike lanes exist on Forest Hill Boulevard and Military trail within the City. There are no designated bike lanes that share right-of-way with any of the City or County roads in the City of Greenacres. As major roads have been re-paved and re-stripped, undesignated bike lanes have been added. This equates to 1.45 miles of marked bike lanes with the City.



From a community health perspective, better walkability provides the opportunity to address multiple variables tied to overall community health. According to the US Department of Housing and Urban Development, better walkability leads to more active lifestyles and better individual health outcomes. Significant health factors, like stress and obesity, can be alleviated through greater levels of walkability. Walkability is influenced by the availability of safe infrastructure that is comfortable for pedestrians to use. Comfort plays a role in both walkability, as residents who do not feel comfortable using pedestrian facilities may not continue to do so. This lack of comfort can stem from perception of crime, low amounts of other pedestrians, and/or being located along fast-moving traffic. Pedestrian facilities that “feel” comfortable to use can in turn encourage more pedestrians to use them, this is an obvious but important factor to consider when analyzing walkability (US HUD, Creating Walkable and Bikeable Communities 2016).



### Vision Zero

On July 15<sup>th</sup>, 2019, the City of Greenacres adopted Resolution NO. 2019-22 to establish the goal of zero traffic fatalities on the City of Greenacres roadways and the adoption of Vision Zero as a policy for road and traffic safety for the City. Vision Zero is a traffic safety policy and system which provides a framework for reducing traffic death and serious injuries.

### Active Transportation & Connectivity

Active transportation refers to walking, biking, and transportation by other human-powered vehicles. Infrastructure such as sidewalk and bicycle lanes increase an individual's decision to take an active transportation mode. Other supplemental elements such as shade trees, bicycle parking, and infrastructure maintenance, can influence someone's experience using active transportation and ultimately influences their decision. Active transportation such as walking, and biking supports increased physical activity which is linked to improved mental health outcomes. Therefore, encouraging alternative transportation modes can increase connectivity to essential services for individuals that do not have a vehicle or are unable to drive.

Furthermore, active transportation methods lead to system-wide benefits that alleviate negative externalities tied to non-active transportation methods. For example, while biking and walkability can be seen as both community health factors and transportation factors, the benefits tied to higher walkability pervade into other elements of the Plan, like conservation. Higher rates of walking and biking can reduce the amount of individual vehicle trips, thus reducing the amount of greenhouse gas emissions and ultimately improve air quality. Additionally, better active transportation infrastructure can result in significant cost savings. From a health perspective, active transportation can lead to better overall health that in turn reduces medical costs and insurance rates. From a non-health perspective, active transportation can alleviate the burdensome costs associated with owning maintaining a personal vehicle (US HUD, Creating Walkable and Bikeable Communities 2016).

## INVENTORY & ANALYSIS

### OPPORTUNITIES FOR A HEALTHY LIFESTYLE

Access to public health resources such as the provision of healthy foods, physical activity, access to recreation, health care, and safe neighborhoods are essential components to building a healthy community. Accessibility refers to how many daily needs a resident can get to in a given amount time and how residents can get there. The provision of sidewalk and bicycle infrastructure enhances an individual's ability to not rely on a car as their main source of transportation. This creates an equitable solution for lower income individuals who may not be able to afford a car or older adults who are no longer able to drive. This section will provide an inventory of health care services, grocery stores with fresh food, recreational programs, and partnerships that promote health and wellness education. In addition to creating a more equitable community, sidewalk and bicycle infrastructure promote and encourage a more active lifestyle that benefits overall community health through passive exercise.

### Access to health care and nutrition

Many people across the United States do not have access to adequate healthcare. As previously mentioned, the Palm Beach County Health Assessment identified Greenacres as having a shortage of health care professionals. **Tables CH-6 and Table CH-7** provide an inventory of both licensed mental health and health professionals within the City limits. Accessible health care is important for preventative measures, such as routine screenings, and illness intervention can reduce the severity of an illness. Other preventative measures such as healthy eating, physical activity, and social interaction all have positive impacts on mental and physical health that can reduce an individuals need to see a health care professional frequently. However, the City, through this policy Element, strives to provide access in all of these areas to promote healthy lifestyles among residents.



TABLE CH-6 MENTAL HEALTH PROFESSIONALS		
Name	Type	Address
KA Comprehensive Medical & Psychiatric Services	Psychiatrist	6415 Lake Worth Rd Suite 207, Greenacres, FL 33463
Psychotherapy And Parenting Center	Psychotherapy	5700 Lake Worth Rd, Greenacres, FL 33463
ERMC Counseling Services Inc	Mental health service	7100 Plantation Rd, Pensacola, FL 32504
Michelle Fein Psy.D.	Psychologist	6210 S Congress Ave, Lake Worth, FL 33462
Awareness Counseling Agency LLC	Counselor	3900 Woodlake Blvd #307, Greenacres, FL 33463
Ncube Counseling Services	Mental health service	4010 S 57th Ave Suite 103, Greenacres, FL 33463
Center For Trauma Counseling Inc	Mental health service	6801 Lake Worth Rd #307, Lake Worth, FL 33467
Progressive Rehab Treatments	Addiction treatment center	933 45th St, West Palm Beach, FL 33407
Whole Again Therapy LLC	Mental health service	5700 Lake Worth Rd Suite 201-K, Greenacres, FL 33463
Compassion Care Counseling Inc	Mental health service	6586 Hypoluxo Rd #117, Lake Worth, FL 33467
New Life Wellness Community LLC	Mental health service	6295 Lake Worth Road, Suite 28 & 29, Greenacres, FL 33463
Camelot Community Care Inc	Mental health service	6416 Melaleuca Ln, Greenacres, FL 33463
Psychiatry Wellness Center PA	Psychiatry	6801 Lake Worth Rd suite 213-214, Greenacres, FL 33467
Supportive Healing Center Inc	Mental health service	Greenacres, FL 33467
Trinity Mental Health Inc	Mental health service	6415 Lake Worth Rd Suite 307, Greenacres, FL 33463
Intensive Behavior Corp	Mental health service	5700 Lake Worth Rd Suite 310-8, Greenacres, FL 33463
ABA Therapy Services Inc	Mental health service	420 FL-7, Royal Palm Beach, FL 33414

Source: City of Greenacres Business Tax Receipts, 2022



TABLE CH-7 HEALTH PROFESSIONALS		
Name	Type	Address
Mil-Lake Health Care Center	Medical clinic	4849 Lake Worth Rd, Greenacres, FL 33463
Leroy Charles MD PA	Gynecologist	12957 Palms W Dr, Loxahatchee, FL 33470
Palm Beach Medi-Chiro Center Inc	Chiropractor	6415 Lake Worth Rd Suite 107, Greenacres, FL 33463
Covina Care Center	Medical clinic	6766 Forest Hill Blvd, Greenacres, FL 33413
A Riverbridge Chiropractic Center	Physical therapist	6858 Forest Hill Blvd, West Palm Beach, FL 33413
Priority Home Health Inc	Home health care service	5700 Lake Worth Rd Suite 209-4, Greenacres, FL 33463
Amazing Health Care and Services Inc	Medical clinic	1511 Prosperity Farms Rd Suite #100, Lake Park, FL 33404
Excelsior Healthcare LLC	Chiropractor	4521 Lake Worth Rd, Greenacres, FL 33463
Gonzalez Md, David	Internal medicine	5037 Lake Worth Rd, Greenacres, FL 33463
Gordon Grenn	Family physician	4002 Raulerson Dr, Greenacres, FL 33463
La Chandeleur Chiropractic Care LLC	Chiropractor	5700 Lake Worth Rd Greenacres, FL 33463-4727
Kevin H. Lapoff, DPM	Podiatrist	4665 S Congress Ave, Lake Worth, FL 33461
Live Well Chiropractic	Chiropractor	5817 Lake Worth Rd, Greenacres, FL 33463
MedFlorida Medical Centers/ Xpress Urgent Care Greenacres	Medical office	3387 Jog Rd Suite 101, Greenacres, FL 33467
Immediate Care PA	Internist	3345 Jog Rd, Greenacres, FL 33467
Wilkens Mondesir M.D. P.A.	Obstetrician-gynecologist	4849 Lake Worth Rd #201, Greenacres, FL 33463
Gastro Health LLC	Medical clinic	6135 Lake Worth Rd Suite 100, Lake Worth, FL 33463
Elite GYN Care of the Palm Beaches	Obstetrician-gynecologist	6801 Lake Worth Rd #100w, Greenacres, FL 33467
Mil-Lake Health Care Center	Medical clinic	4849 Lake Worth Rd, Greenacres, FL 33463
Apexnetwork Physical Therapy	Physical therapy	6724 Forest Hill Blvd, Greenacres, FL 33413
Bisanti Chiropractor	Chiropractor	5350 10th Ave N #3, Greenacres, FL 33463
Dedicated Senior Medical Ctrs of FL LLC	Medical clinic	4998 10th Ave N, Greenacres, FL 33463
Columbia Medical Centers	Medical clinic	3907 Jog Rd, Greenacres, FL 33467
Andrew Cohen DC PA	Chiropractor	1943 N Federal Hwy, Boca Raton, FL 33432
Palm Beach Medi-Chiro Center Inc	Chiropractor	6415 Lake Worth Rd Suite 107, Greenacres, FL 33463
Conviva Care Center	Medical clinic	5799 Lake Worth Rd, Greenacres, FL 33463
Primary Care Specialist	Medical specialist	6864 Forest Hill Blvd # B, Greenacres, FL 33413
DHope Wellness Center Corp	Chiropractor	2845 N Military Trl Suite 31, West Palm Beach, FL 33409
Radiology Consultants	Radiology	210 S Federal Hwy STE 403, Hollywood, FL 33020
Suramed Health Center	Medical clinic	3255 Forest Hill Blvd #107, West Palm Beach, FL 33406



Canope Medical Care PLLC	Homeopath	3900 Woodlake Blvd STE 205, Greenacres, FL 33463
Pembroke Pines Physician Assoc Inc	Health care provider	17743 SW 2 <sup>nd</sup> St, Pembroke Pines, FL 33029
MD Now Medical Centers Inc	Urgent care	2007 Palm Beach Lakes Blvd, West Palm Beach, FL 33409
Douglas J Machiela	Optician	5493 10th Ave N, West Palm Beach, FL 33406
Wellington Internal Medicine Group	Internist	W, 10131 Forest Hill Blvd #100a, Wellington, FL 33414
Lake Worth Medical Clinic	Medical clinic	6295 Lake Worth Rd Suite 30, Greenacres, FL 33463
Pediatric Thera Pea LLC	Medical clinic	5589 Okeechobee Blvd, West Palm Beach, FL 33417
Royal Palm Beach Medical Inc	Medical group	11903 Southern Blvd STE 108, Royal Palm Beach, FL 33411
Palm Beach Family Medical Associates Inc	Medical clinic	4889 Lake Worth Rd #109, Greenacres, FL 33463
Pain Inst & Neurodiagnostic	Pain management	748 Lakeside Dr, North Palm Beach, FL 33408

Source: City of Greenacres Business Tax Receipts, 2022

**Access to healthy food**

The CDC has been promoting nutrition education and making healthy eating more accessible. According to the CDC, the availability of healthy, affordable foods contributes to a person’s diet and the risk of contracting related chronic diseases. Fewer than 10% of children and adults eat the recommended daily amount of vegetables and approximately 14% of adults eat enough fruit. Communities that have limited access to nutritious foods are referred to as “food deserts”. The Annie E Casey Foundation, defines food deserts as “geographic areas where residents have few to no convenient options for securing affordable and healthy foods-especially fresh fruits and vegetables.” Studies have shown that food deserts are disproportionately found in high-poverty areas and often in minority communities. Often times, those living near a food desert only have access to food that is highly processed and available a convenience store or local corner store, which typically lack fresh fruits and vegetables. **Table CH-8** lists the name and location of stores that offer residents fresh and healthy food. The inventory of stores indicates that the majority of stores are located on main commercial corridors, such as Military Trail, Jog Road, Lake Worth Road, and Forest Hill Boulevard.

TABLE CH-8 FOOD STORES WITH FRESH FOOD AVAILABLE		
Name	Type	Address
Publix Supermarket	Grocery Store	6790 Forest Hill Boulevard
Publix Supermarket	Grocery Store	4849 Military Trail
Walmart Neighborhood Market	Grocery and Retail Store	3911 Jog Road
Jumbo Supermarket	Grocery Store	5851 Lake Worth Road
Jumbo Supermarket	Grocery Store	5100 Lake Worth Road
Aldi	Grocery Store	3401 Jog Road
El Bodegon Grocery	Grocery Store	6356 Forest Hill Boulevard
Azteca Food Mart	Convenience Store	4511 Lake Worth Road
Greenacres Farmer’s Market	Grocery Store	2905 Jog Road
Greenacres Green Market and Bazaar	Weekly, Seasonal Farmer’s Market	5470 10th Ave North
Presidente Supermarket	Grocery Store	6406 Lake Worth Road

The Supplemental Nutrition Assistance Program or SNAP is a federal anti-hunger program that aims to reduce food insecurity and increase overall health outcomes related to nutrition and access to healthy food.



The program provides financial assistance for individuals and families to obtain healthier food. According to the 2022 Palm Beach County Community Health Assessment, the City of Greenacres is the second lowest participating population receiving SNAP benefits in the entire county with 16,955 total recipients in 2021. Of the 16,955 SNAP participants in Greenacres, 60% of the population receiving benefits were age 17 and under. Increased participation in SNAP could result in a higher percentage of the population having access to healthy food. Compared to non-SNAP using, low-income residents, low income SNAP users are at a higher likelihood to report better overall health (Palm Beach County Health Assessment, 2022).

**Access to recreation and social programs**

In conjunction with healthy eating, partaking in physical activity promotes a healthy weight, reduces the risk of disease, improves the ability to do everyday activities, and is linked to lowering stress levels. The City offers programs that support well-being, physical activity, and social interaction at a low-cost for residents. The City offers a variety of social activities for youth, adults, and seniors that have the opportunity to build community among those who participate which is linked to improved mental health and develop healthier habits. These existing programs are detailed in the descriptions in **Table CH-9**. Recreational opportunities are offered for youth athletics and open gym time is available for teens and adults. The Greenacres Community Center is located in the heart of the Original Section with a high density of low-income residences and a Title One school. Activities and programs are held usually at the Greenacres Community Center. The City has partnered with several organizations and institutions, listed in **Table CH-10** to provide residents with free guidance on how to adopt a healthier lifestyle.

TABLE CH-9 PROGRAMS THAT SUPPORT WELL-BEING	
Name	Description
<b>“Let’s Talk” – A Series of Community Conversations</b>	A monthly series of conversations on mental and physical well-being and personal safety topics, that range from eating disorders, domestic violence, suicide prevention, disabilities, to gun safety. Sessions are free and offered in person at the Greenacres Community Center. High school students are encouraged to attend and receive community service hours. The series is facilitated by the Community and Recreation Services Department.
<b>Junior Garden Club</b>	Program sponsored by the West Palm Beach Garden Club, which is a member of the Florida Federation of Garden Clubs. Creates volunteer opportunities for local youth interesting in gardening. Teaches youth about gardening, cooking, and eating healthy.
<b>Senior activities</b>	Programs facilitated by the Community and Recreation Services department provide older adults, age 60 and over, the opportunity to gather and participate in activities. The programs are usually located in the Community Center. Activities include Senior Social, ballroom dancing, AARP Driver Safety Course, and Tai Chi. Senior Social is a program where older adults gather to socialize, play games, and weekly frozen meals are provided by Feeding South Florida for those that qualify.
<b>Adult activities</b>	Programs facilitated by the Community and Recreation Services department provide adults, aged 18 and over, to gather and participate in activities. The programs are usually located in the Community Center. Activities include Tai Chi, ballroom dancing, watercolor classes, martial arts, fencing, Kickboxing, Zumba, and karate/self-defense.
<b>Youth activities</b>	Programs facilitated by the Community and Recreation Services department provide youth, aged 2 through 17, to participate in activities. The programs are usually located in the Community





	Center. Activities include Tai Chi, karate/self-defense, Kickboxing, Karate, fencing, developmental soccer, dance, cheerleading, tap/jazz/ballet, and tumbling/acrobatics.
<b>Youth out-of-school time program</b>	A licensed after-school program that offers after school care for elementary, middle, and high school students. The program includes a daily snack, homework assistance, career exploration, STEAM activities, enrichment opportunities, field trips, and more.
<b>Mentoring programs and events</b>	The Community and Recreation Services department hosts The Sevens mentoring program, a weekly program for high school youth focusing on career exploration, wellness, conflict resolution, etc. Also, occasional events facilitated by the Palm Beach County's Sheriff office that touch on the topics of health and wellness, the importance of nutrition and communication with parents on the topic of mental health.
<b>Sierra Club</b>	Youth Programs department facilitates a nature exploration program with outdoor adventure trips, camping, and healthy eating tips.
<b>CPR classes</b>	Occasional community class facilitated by the Fire Department that certify residents in CPR Training.
<b>Child safety seat installation class</b>	Occasional community class facilitated by the Fire Department that teach residents to correctly install a child's car seat.
<b>Vaccine administration</b>	The Fire Department has a Closed Point of Dispensing (POD) agreements with the Department of Health for the administration of vaccines during a pandemic.

Source: City of Greenacres (2023)

<b>TABLE CH-10 RECREATIONAL PROGRAMS</b>	
<b>Name</b>	<b>Description</b>
<b>Open gym</b>	Daily hours reserved in the City's Community Center for adults and teenagers to use the basketball facility. Teenagers 17 and under are required to use the open gym facility at different hours than the adults. Residents must obtain an open gym annual membership to use the facility.
<b>Youth athletic programs</b>	Sport leagues that are open to Greenacre's residents and non-residents between the ages of five (5) through fourteen. Athletic leagues include co-ed soccer (fall and spring) and co-ed basketball (winter and summer).
<b>Facility Rentals: Banquet Hall; classrooms; pavilions; fields</b>	The Community and Recreation Services Department oversees facility rentals for public and private use for a variety of functions; weddings, parties, graduation ceremonies, meetings, small conferences, educational opportunities, religious and multi-cultural organizations, athletic leagues, and more.

Source: City of Greenacres (2023)



Partnerships

<b>TABLE CH-11 EXISTING PARTNERSHIPS</b>	
<b>Name</b>	<b>Description</b>
<b>Whole Health Psychological Center</b>	An outpatient psychological treatment center located in West Palm Beach, that provides therapy, testing, and assessments for children, adolescents, adults, couples, and families. The City has partnered with Whole Health Psychological Center as part of the “Let’s Talk” series.
<b>AVDA – Aid to Victims of Domestic Abuse</b>	An emergency shelter and support group for victims of domestic violence based in Delray Beach. The City has partnered with AVDA as part of the “Let’s Talk” series.
<b>The ARC and FAU CARD</b>	County based agencies that advocates and provides services for people with intellectual and physical disabilities. The ARC and FAU CARD (Center for Autism Related Disorders) empowers individuals with disabilities and families to foster inclusion for this demographic. The City has partnered with both the ARC and FAU as part of the “Let’s Talk” series, and for educational training in the Youth Programs Department.
<b>YMCA</b>	The Youth Programs Department partners with the YMCA to provide youth with expanded learning opportunities that relate to sports and wellness.
<b>Sierra Club</b>	The Youth Programs Department partners with the Sierra Club to teach youth about growing, cooking, and eating healthy.
<b>Children’s Home Society</b>	The City has designated “Safe Place” locations for youth and teens to come to during times of crisis (i.e abusive households) to obtain professional intervention and shelter provided by Children’s Home Society. The City’s Fire Stations are also “Safe Haven” sites for mothers who wish to give up their infants.
<b>PBSC Trio Educational Program</b>	A free program operated by Palm Beach State College that prepares students and veterans for success in higher education. College preparedness includes help with college applications, learning, and completing the FAFSA and applying for scholarships. The City has partnered with the PBSC Trio Educational Program as part of the “Let’s Talk” series.
<b>Start Pediatric Speech Therapy</b>	A bilingual speech-language pathologist that provides speech language evaluation and therapy. The City has partnered with Start Pediatric Speech Therapy as part of the “Let’s Talk” series.
<b>Florida Atlantic University</b>	A local public university that the City has partnered with as part of the “Let’s Talk” series.
<b>Palm Beach County Sheriff’s Office</b>	The Palm Beach County Sheriff’s Office District 16 serves the City of Greenacres. In addition to policing efforts, District 16, along with numerous other PBSO Districts/Divisions works with the City for monthly county-wide meetings, special events, Pizza with a Deputy, Coffee with a Deputy, holiday Shop with a Cop program, Daddy Daughter Dance, participates in mentoring programs, training programs, bike give-a-ways, classes, and is a partner in the “Let’s Talk” series.
<b>Council on Accreditation (COA)</b>	The COA is the national accreditation council for Youth Programs. The COA has specific Out of School Time (OST) standards for youth programs that these programs must meet in order to be deemed nationally accredited. Included within the general program standards for youth programs, the OST standards contain specific requirements



	related to community health. These standards include the level to which programs encourage health and wellness.
<b>Prime Time Palm Beach County</b>	Prime Time Palm Beach County is a nonprofit organization that facilitates and supports out-of-school time professionals in creating and developing local youth centered programs. These programs are considered to be “Extended Learning Opportunities” (ELOs) and Prime Time provides them at no cost to the City. Major ELOs within the City of Greenacres include the following: YMCA Physical Activity and Wellness, Digital VibeZ -Fitness Jamz, Florida Fishing Academy, Resource Depot, Youth Speak Out International, Green Mouse Academy
<b>Florida Blue</b>	Florida Blue’s Mission is to help people and communities achieve better health.

Source: City of Greenacres (2023)

## RECOMMENDATIONS

The following sections highlight the recommendations for the City of Greenacres moving beyond the current planning horizon, for future consideration. These recommendations are meant to assist the City of Greenacres in formulating policy and making decisions as they relate to community health. Furthermore, these recommendations have been established based on the information found in the data, inventory, and analysis.

### Active Transportation

In order to address multiple City-wide concerns related to community health, the City of Greenacres should continue to incorporate active transportation principles to City policies and initiatives. In general, active transportation refers to walking, biking, and transportation by other human-powered vehicles. Active transportation methods can lead to system-wide benefits that alleviate negative externalities tied to non-active transportation methods. From a health perspective, active transportation can lead to better overall health that in turn reduces medical costs and insurance rates (US HUD, Creating Walkable and Bikeable Communities 2016).

- Promote biking and walking through the provision of context-sensitive Complete Streets where possible.
- Create a City Trailways Master Plan – Develop a citywide trail network of safe, accessible pedestrian and bicycle trails. The system will provide opportunities for recreation and alternative modes of transportation, while encouraging physical activity and exposure to the natural environment.
- Identify key corridors or roadways for walking and biking infrastructure improvements.
- Determine local interest for recreation focused, non-motorized, human powered vehicle infrastructure. For example, this could include: skate parks, off-road mountain bike tracks, and inline skating paths.
- Explore active transportation focused micromobility options, such as hybrid powered electric e-bikes for use within City limits.



These actions can effectively aid in curtailing some of the City's more prevalent health concerns, such as obesity, prevalence of depression, and preventable hospitalization rate through the provision and support of active transportation initiatives.

### **Community Partnerships**

The City of Greenacres should continue to empower, engage, and support local community partnerships that encourage better community health outcomes. These partnerships with the City create a bank of social capital that the community can utilize as resources to address issues related to community health.

### **Healthy Food**

Access to healthy food was identified in the Data, Inventory, and Analysis process as a key issue for the City of Greenacres. The nutritional value of food directly impacts the health of whoever is consuming it. Increasing access to healthy food will in turn bring more positive health impacts to the City of Greenacres. Local partnerships, both currently existing and potential, can leverage local resources to address poor access to healthy food.

The City of Greenacres should continue to strengthen and support existing local partnerships related to healthy food. More specifically, the City should actively pursue expanding resident participation in programs like SNAP; Greenacres is the second lowest participating City in Palm Beach County. SNAP provides financial assistance for individuals and families to obtain healthier food. Currently, the program is predominantly used by residents that are 17 and under, however this statistic is likely reflecting families on SNAP where the children outnumber the parent/s and or primary guardian/s. Expanding participation to other age groups will broaden the health benefits associated with the program and could assist in providing access to healthy food to more residents.

Additionally, advocating for local food drive and/or events that are health focused, highlighting the importance of good nutrition when it comes to overall health is encouraged. These events can provide local businesses and/or non-profit associations the opportunity to sponsor, either monetarily or through physical donations, healthy food drives for Greenacres residents. Activities like these serve two major purposes. First, engagement activities generate awareness that the nutritional value of the food is important and needs to be considered when making dietary decisions. Second, they create the opportunity for the City to collaborate with the local community to address complex issues, like access to healthy food and nutritional health.

### **Recreation and Social Programs**

The City of Greenacres is strategically fortunate in terms of local social programs and recreation. As shown in the data, inventory, and analysis, Greenacres currently has 11 community run social programs that support overall well-being. These programs are integral community partnerships that strengthen resident to resident relationships, promote healthy lifestyles, and build social capital. Given their importance, it is imperative that the City of Greenacres continues to empower, engage, and support these partnerships because they offer community health benefits that directly address health issues found in the City. Likewise, the City should continue to support existing recreation programs, like the youth athletic program and the open gym program, as these offer local resources for the community to engage in recreation sports and exercise, directly. Moving forward, the City of Greenacres should continue to foster these recreation and social programs while also continuing to improve and expand the existing programs where possible. Lastly, the City of Greenacres should continue to present itself as a facilitating entity for local residents interested in creating new recreational and social programs.



## DATA AND ANALYSIS

### INTRODUCTION

#### Purpose of Element

The purpose of the Economic Development Element is to achieve a stable, sustainable, and diversified economic structure through development strategies and action plans that drive economic prosperity. This Element serves as a guide for economic growth using the 4 factors of production – land, labor, capital and entrepreneurship - and sufficient investments to expand and strengthen the market. The goals, objectives and policies of the element address the deficit of opportunities in the economy and provide solutions to maximize productivity and benefit communities.



The Lake Worth Road corridor offers opportunities for diverse economic land use outcomes that could add jobs, attract spending and increase availability of local services.

The City of Greenacres is among the most affordable locations to purchase or rent housing in Palm Beach County attracting new residents, however, the lack of resources, land and job opportunities redirects residents and revenue towards other cities. With approximately 97% of the City's overall workforce of 21,611 commuting outside of the City's borders for work, it is indicative that employment opportunities in the City are very limited. Taking employment and investment deficits as well as market constraints into account, the City can implement feasible plans and allocate funding to facilitate the development of the economy.

The Economic Development Element is an optional element per Section 163.3184 Florida Statutes; however, it is an essential component of the City of Greenacres Comprehensive Plan and maintains identical levels of importance as the mandatory elements.

#### Issues

1. Greenacres benefits from its welcoming neighborhood character and relatively affordable housing for Palm Beach County workers, however, these employees will continue to drive elsewhere for jobs and use amenities and services outside of town.
2. Despite strong market indicators for housing, retail/food and beverage and job-generating land uses, land is limited for commercial expansion.
3. Small businesses perform well in large commercial plazas yet space that may offer more affordable lease rates for new businesses – such as older smaller retail strips – may not be as well-positioned. These smaller nodes would benefit from scaled economic development initiatives such as marketing support, business improvement assistance or public infrastructure investment programs.



### 13. ECONOMIC DEVELOPMENT

- 4. Economic reach is limited. To bolster growth, the community must expand its market through both small- and large-scale initiatives like branding, marketing, focused infrastructure improvements and cooperative programs that help connect potential businesses to people, places and incentives.
- 5. Car-centric land uses and an incomplete pedestrian mobility network hampers walkability and neighborhood-to-shopping center trips despite a prevalence of pedestrian activity. This reduces the potential for local commercial spending and adds to vehicle traffic.

### ECONOMIC DEVELOPMENT PLAN

Economic development encompasses various strategies, activities and plans focused on self-sustaining, long-term ecogrowth. Economic activities can range from the creation and expansion of businesses to attracting investors through the redevelopment of districts and provision of incentives or resources. Increased opportunities for the workforce and tax dollars being pumped into the economy will provide a more stable structure and financial security.



#### Economic Growth and Development

Critical barriers to economic development include the aforementioned lack of vacant land for new development, the need for more sustainable infrastructure that encourages a more interconnected community and the need for solid industrial sector expansion. Approximately 97% of the City's land is built-out, providing limited opportunities for population growth and new development. In addition, some City areas are zoned for a maximum building height of 35 feet, e.g. Jog Road, thus limiting vertical development. Therefore, new infrastructure and redevelopment projects require creative/innovative strategies from both the private and public sector. The City intends to attract and retain retailers such as grocers, restaurants, stores and entertainment, however, there is a gap in demand due to consumer spending occurring mainly outside of the City. In order to meet the demands of residents, generate/retain money and create a closed, more efficient revenue circulation system within the City, budgetary adjustments and improvement plans for the physical environment need to be implemented to make the area more desirable, productive and affordable, thus creating a greater sense of community.

Established neighborhoods, like the Original City area shown above, that host nearby amenities would benefit from walkability improvements rather than out-of-scale redevelopment.

The City's centralized location and access to transportation nodes creates a higher convenience and reduced transit costs for businesses and residents. The low tax rate (6.4 mills) compared to similar sized cities in Palm Beach County increases the attractiveness of living and/or conducting business in Greenacres. Although the industrial sector of the City is technically non-existent, the market highlights strong potential and the opportunity to attract light industrial developers concentrated around art, technology and other high demand sectors that animate places and spark economic development. The City has initiated investments towards quality of life such as the Original Section drainage improvements and



Limited vacant or underutilized properties create redevelopment opportunities, whether incremental reinvestment in vacant buildings like the above, or wholesale redevelopment on vacant lots as seen on 10<sup>th</sup> Ave on the right.

minor streetscape enhancements, however, there are minimal improvement projects to aid in the expansion of commercial districts and boost aesthetics of public spaces overall.

**Business Retention and Attraction Strategies**

To facilitate continuous and stable growth, development must start at the base level being the infrastructure. The majority of the building stock within the City was built in the 1980s, therefore the older structure types are more prevalent with some lacking basic utilities and deteriorating with age. Many of these buildings have been redeveloped over the years and there are several economic development projects that are in the planning stages, under construction or have been recently completed including 359 new single-family units and over 200,000 square feet of new commercial space. The current grid pattern of the area facilitates accessibility and the public transit (Palm Tran), managed by Palm Beach County, provides connections to the main road networks throughout the City as well as the Tri-Rail station to go beyond the borders. However, additional interconnectivity and improvements are required at the local level to reduce the reliance on automobiles. Decreasing the demand for automobiles not only reduces the level of greenhouse gas emissions, but also reduces the need for surface parking lots that can be used for alternative purposes such as public spaces or affordable housing and public transit usage can be maximized.

Citywide lands are predominantly zoned for residential use districts. According to Table 1, over half of the current population resides in single family homes as opposed to the other residential types. With the most current population estimates standing at 44,797, almost surpassing the estimated projections for 2030 (see Table 2), the City should implement sufficient infrastructure to accommodate the rapidly growing resident count that has a high probability of amounting to 50,000 residents or more by 2040 if trends continue. Due to the limited land to create new developments, the City must redevelop existing properties to efficiently accommodate the projected population, additional public utilities and future investment. Increasing the height requirements and changing the zoning in favor of higher densities as well as integrating more mixed uses in communities will allow for the redevelopment of underutilized residential and commercial spaces and curb urban sprawl.



Indicators point to high demand for single-family housing units, but with low multifamily vacancy rates, new denser housing developments will help to meet demand for rentals and for sale units.

<b>TABLE 1 DWELLING UNITS BY STRUCTURE TYPE</b>						
<b>Structure Type</b>	<b>Palm Beach County 2021 (1)</b>		<b>City of Greenacres 2021 (2)</b>		<b>City of Greenacres 2010 (3)</b>	
	<i>Number</i>	<i>%</i>	<i>Number</i>	<i>%</i>	<i>Number</i>	<i>%</i>
<b>Single-Family</b>	366,453	61.5	8,603	55.7	6,998	49
<b>Duplex (Two-Family)</b>	16,053	2.7	354	2.3	571	4
<b>Multi-family (3+ Units)</b>	198,029	33.3	5,683	36.8	6,070	42.5
<b>Mobile Homes</b>	14,912	2.5	808	5.2	643	4.5

Source: 2021 U.S. Census: American Community Survey (ACS)

Real Estate market sector statistics have shown an increase in rent on new land on the market, however the vacancy rates have decreased for multifamily housing. Low vacancy rates for multifamily housing can indicate a shifting demand for higher density housing, thus further promoting mixed use developments. Higher densities in conjunction with a more efficient blend of residential and commercial/office uses increases the walkability in the City and results in higher local consumption. Although a higher demand for single family housing remains, rezoning some vacant and/or large-lot areas in favor of mixed residential creates more vertical space. Based on the statistics in Table 3, derived from map 1-3, approximately 78 lots (48 acres) are vacant throughout Greenacres with majority of the land zoned as residential medium density. Referencing the 2021 U.S. Census statistics, an estimated total of 2,302 units are vacant with over one half of the units (1,332) designated for seasonal use.

<b>TABLE 2 PROJECTED POPULATION</b>									
<b>Year</b>	<i>2000<sup>1</sup></i>	<i>2010<sup>1</sup></i>	<i>2020<sup>1</sup></i>	<i>2022<sup>2</sup></i>	<i>2025<sup>2</sup></i>	<i>2030<sup>2</sup></i>	<i>2035<sup>2</sup></i>	<i>2040<sup>2</sup></i>	<i>2045<sup>2</sup></i>
<b>Population</b>	27,569	37,573	41,242	44,797	46,372	48,538	50,488	53,822	54,700

Sources: (1) 2020 US Decennial Census

(2) Palm Beach County Planning Division, 2023.





TABLE 3: VACANCY STATISTICS	
ZONING	Lots
CG	11
CN	1
CI	4
RM 1,2	28
RL 1,2,3	20
MXD-O	3
MXD-R	1
MXD-C	2
MXD-OS	8
TOTAL	78

Source: Map 1,2 & 3 Data Analysis, Greenacres GIS

The City requires alternative revenue generation methods and sources due to overreliance on the residential tax base (approximately 75 percent of total levied taxes). Higher increases in rent will result in higher vacancies in the long run, driving residents to seek more affordable housing and developers to source cheaper land with more accessible labor outside of the City. The current budgetary constraints in conjunction with the lack of land restrict the City from efficient expansion. With additional tax revenue from investors and new/existing businesses that are high in demand, the City gains a more diverse and sustainable economy. Based on Table 4, the most concentrated industry category is “educational services, health care and social assistance” consisting of approximately 23 percent of the employed population while the least populated industry is the primary sector eg. Agriculture, mining etc. (1%). According to the 2022 Fiscal Year Budget, the highest expenditures for the City fall in the non-departmental category (43 percent) while only 16 percent goes towards Public Works as well as development and neighborhood standards combined. Overall, the total expenditures exceeded the revenue by approximately \$23,548, creating a deficit. Due to the negative balance of available capital, redirecting funding to grants and incentives creates a larger deficit in other sectors. The City will need to request additional funding from the County to aid in balancing the budget and assisting in the redevelopment of the City without creating further debts.

\*\*Based on the 2022-2023 License Activity Report of the City, “Terranova” has the highest percentage of license activity, amounting to 37 units total, all categorized under residential rental units.\*\*

TABLE 4 EMPLOYMENT INDUSTRIES	
Industry	Population
Agriculture, forestry, fishing & hunting, mining	122
Construction	2,330
Manufacturing	501
Wholesale trade	680
Retail trade	3,084
Transportation & warehousing and utilities	911
Information	259
Finance and insurance, real estate, rental and leasing	1,101
Professional, scientific, management, administrative and waste management services	3,254
Educational services, health care and social assistance	5,075
Arts, entertainment, recreation, accommodation and food services	2,276



Other services, except public administration	1,497
Public administration	521
<b>Total</b>	<b>21,611</b>

Source: U.S. Census: American Community Survey (2021)

Establishing a Downtown for the City or a central business district not only promotes and intensifies commercial activities, but also advances social development, increases foot traffic and attracts tourists to experience the cultural aspect of the City. This increases Greenacres' appeal and desirability creating more channels of income. To designate the most feasible area for a Downtown, a suitable mix of public, commercial and residential uses with reliable, accessible public transit needs to be implemented within a specific district that will not negatively impact the environment and burden its current population both in the short and long-term. \*\*Based on the current commercial district layouts within the City, the commercial strip along Lake Worth Road stretching towards the Jog Road intersection fits the criteria for a feasible Downtown.\*\*



Lake Worth Road has an existing mix of "Main Street" compatible, locally-serving businesses. An emphasized pedestrian mobility network and mixed-use redevelopment on large commercial sites would contribute to a walkable downtown character.

Although the City has an Economic Development department with limited incentives, the department can also rely on the incentives that Palm Beach County and the state of Florida provide for local usage. Programs that businesses can apply for once eligible include New Markets Tax Credits that allocate low-interest private-sector funding for commercial and mixed use projects.

**DATA ANALYSIS AND TRENDS**

Age	Less than 9 <sup>th</sup> Grade	9 <sup>th</sup> -12 <sup>th</sup> Grade (No Diploma)	High School Diploma	College/ Associate's Degree	Bachelor's Degree or Higher
18-24 yrs		647	1,036	1,856	331
25-34 yrs			5,445		1,268
35-44 yrs	2,610	2,135	4,669		1,343
45-64 yrs			9,064		2,715
65+ yrs			5,701		1,446
<b>Total</b>	2,610	2,782	25,915	1,856	7,103

Source: U.S. Census – American Community Survey (2021)

Education is one of the primary factors influencing the maximization of revenue, product output and the overall success of businesses. Over 5,000 residents possess less than a high school diploma and 2,610 are educated below the 9<sup>th</sup> grade level (See Table 5). Approximately 9% of the City's total population earn incomes slightly above and drastically below the federal poverty level (\$13,950) as indicated by Table 6. In



addition to the impoverished population, approximately 5.3% of the City is unemployed, which may be mainly accounted for due to the lack of a solid education (See Table 7). With the provision of educational programs consisting of the basic foundational courses as well as training programs/workshops catered to the various business sectors of high demand within the City (Arts, Healthcare, Education, Retail, Accommodation, Food and Beverage), residents will gain a higher skillset and increased opportunities to acquire higher income jobs or become self-sufficient to start new businesses. Increased income for residents' results in higher consumption, providing increased tax revenue for the City. Higher quality labor will also attract investors to settle and develop within the area.

**TABLE 6  
HOUSEHOLD INCOME PROFILES (2021)**

<b>Income</b>	<b>Households</b>	<b>Percent of Households</b>
Less than \$10,000	680	4.4%
\$10,000-\$14,999	711	4.6%
\$15,000-\$24,999	1,668	10.8%
\$25,000-\$34,999	1,637	10.6%
\$35,000-\$49,999	2,781	18.0%
\$50,000-\$74,999	3,321	21.5%
\$75,000-\$99,999	1,746	11.3%
\$100,000-\$149,999	1,668	10.8%
\$150,000-\$199,999	448	2.9%
\$200,000+	788	5.1%
<b>Total</b>	<b>15,448</b>	<b>100%</b>

Source: U.S. Census - American Community Survey (2021)

**TABLE 7  
EMPLOYMENT STATUS 16 YEARS AND OLDER (2021)**

<b>Status</b>	<b>Population</b>	<b>Percent</b>
Employed	21,611	94.7%
Unemployed	1,202	5.3%
<b>Total</b>	<b>22,813</b>	<b>100%</b>

Source: U.S. Census - American Community Survey (2021)

Although the unemployment rate does not seem as significant in comparison to the employed, there may be pending negative effects in the long run. Based on the daily commute times indicated in Table 8, majority of the population (57.6%) travels at least 25 minutes to work which extends beyond the borders of the City from any location within the area. According to the Greenacres Vision and Strategic Action Plan, almost 97% of the City's current workforce commutes outside the borders, further highlighting employment deficits. This results in increased consumer spending in other Cities, redirecting funds that would benefit the City. Without change, the population may seek to reside in other areas that are closer in proximity to work, possibly reducing the future rates of employment and contributing to brain drain. The provision of jobs within the City not only reduces the transportation cost for residents that can be utilized for other expenses such as rent, but also pumps more tax dollars locally into the economy as more consumption takes place within the City's borders. With the City's positioning as one of the most affordable locations to purchase or rent



housing in Palm Beach County, it provides a larger pull factor to attract residents, but the lack of resources, space and opportunities will continue to drive residents towards other cities.

<b>TABLE 8 TRAVEL TIMES TO WORK</b>		
<b>Time</b>	<b>Population</b>	<b>Percentage</b>
<10 minutes	1,189	5.6%
10-14 minutes	1,529	7.2%
15-19 minutes	2,483	11.7%
20-24 minutes	3,821	18.0%
25-29 minutes	2,229	10.5%
30-34 minutes	4,692	22.1%
35-44 minutes	21,223	10.0%
45-59 minutes	1,337	6.3%
60+ minutes	1,847	8.7%
Total Working Population 16+ yrs	21229	100%
Mean travel time to work	29 minutes	

Source: U.S. 2021 Census - American Community Survey (ACS)

<b>TABLE 9 MONTHLY HOUSING AS A PERCENTAGE OF HOUSEHOLD INCOME</b>				
<b>Household Income</b>	<b>&lt; 20%</b>	<b>20-29%</b>	<b>30% +</b>	<b>Total</b>
< \$20,000	105	89	1,625	1,819
\$20,000-\$34,999	486	308	1,876	2,670
\$35,000-\$49,999	389	295	2,069	2,753
\$50,000-\$74,999	1,027	769	1,512	3,308
\$75,000+	3,102	1,309	244	4,655
<b>Total</b>	<b>5,109</b>	<b>2,770</b>	<b>7,326</b>	<b>15,205</b>

Source: U.S. Census - American Community Survey (2021)

The City's median household income is \$51,692 based on statistics retrieved from the U.S. Census. According to Table 9, majority of households that earn between the range of \$35,000-\$49,999, the second highest income category, dedicate at least 30% or more of their income on monthly housing costs, indicating that households within the defined income category and percentile spend a minimum of \$10,500 per year solely on housing. On the other hand, households earning \$75,000 or more spend the least percentile on housing costs (less than 20%). Lower percentiles of income dedicated to housing is expected with higher overall income due to the presence of increased disposable income. This can be further proven with the "\$75,000 or more" income range as the highest percentile category constitutes the lowest number of households. In addition, households that have incomes lower than \$20,000 have the highest housing cost burden due to minimal disposable income.

The City intends to explore new and expand existing business clusters within the City including light industrial (e.g. micro-breweries and distribution centers), medical, agribusiness (farmers markets,



greenhouses, etc) entertainment, tourism and other industries. This reduces the pressure on the main economic activities to produce sufficient revenue to support the economy and diversifies the work environment. The City's plan to establish 200,000 square feet of commercial space will provide more job openings for the population to take advantage of, however the gap between the number of commuters vs local workers will require more land acquisition and annexation as well as an increase in mixed land uses to be reduced sufficiently.

The City plans to initiate a relocation/Tenant Improvements Program to assist with the relocation of new "targeted" businesses with the provision of incentives for tenant relocation, acquisition, rehabilitation or tenant improvements to existing properties.

### **Fiscal Strength and Stability**

The foundation and the stability of the City's economy relies heavily on the success of the revenue system. The revenue system is influenced by factors including an affordable balance of housing, employment, business densities and intensities, and location/accessibility. An efficient, highly skilled labor force with diverse, walkable mixed use neighborhoods and adequate housing significantly contributes to the City's fiscal strength and stability. The maintenance and creation of prime business districts/hubs aids in generating and retaining income/assets in the long run, allowing the City to provide sufficient, high quality services for the community and increase it's overall value on the market. The current borders of the City restrict mass development, however the acquisition of neighboring parcels of land increases development capacity and business potential.

### **Greenacres Vision and Strategic Action Plan**

The Greenacres Vision Strategic Action Plan consists of an analysis and strategies set forth to advance the market position of the City, increasing investment competition, its tax base and economic stability. The five core areas of focus to increase economic growth include *Identity and Market Positioning, Economic Development Prosperity, Sustainability & Mobility, Community Connections, and Economic (Re)development Support.*

### **Strategy Areas**

1. **Identity and Market Positioning** – Strategies that directly position Greenacres unique assets and opportunities to attract and retain residents, businesses and visitors.
  - a. Launch Greenacres new logo, tagline/campaign and brand position.
  - b. Encourage citywide advocacy of Vision & Brand Promise.
  - c. Create a Business Recruitment, Retention and Expansion Program.
  
2. **Economic Development Prosperity** – Strategies that support private, commercial investment in Greenacres through new development and redevelopment that enhance the tax base, expand and capitalize on markets, and create jobs.
  - a. Attract new development and encourage commercial property redevelopment.
  - b. Explore the opportunity for Annexation & Land Acquisition.
  - c. Support and recruit "target" commercial and cultural uses that incorporate cultural arts, education and recreation as critical components of Economic Development.
  - d. Consider (re)development-friendly Land Use Regulations.
  - e. Target economic development and/or redevelopment for Strategic Areas as identified in this Plan.



3. **Sustainability & Mobility – (Capital Projects/Public Improvements/ Transportation) – Strategies that indirectly support private commercial and residential investment by enhancing the infrastructure and aesthetics of Greenacres.**
  - a. Create “vibrant” commercial corridors with high levels of foot traffic, especially along 10th Avenue, Lake Worth Road, Jog Road, and an enhanced “neighborhood” vibrancy along Swain Boulevard in the Original Section.
  - b. Coordinate roadway, sidewalk, landscaping, infrastructure, and open public space improvements that invite pedestrian interactions as a priority while allowing the efficient flow of bicycles, automobiles, and transit.
  
4. **Community Connections: Neighborhood Pride and Housing – (Residential Development and Quality of Life) – Strategies that enhance the quality of life for the residents of Greenacres, and which improve Greenacres’ market position and reputation as a great place to live.**
  - a. Establish Neighborhood Improvement Programs and Neighborhood Community Pride/Networking Programs.
  - b. Work with the private sector to create and maintain a “Healthy Mix” of Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing.
  
5. **Economic (Re)development Support – Strategies that support the ability of the city and its partners to implement this plan.**
  - a. Provide Economic Incentives and other support to projects that further goals.
  - b. Identify and pursue resources for successful implementation of the initiatives in this Plan.
  - c. Determine the viability of resources that may provide additional funding to support implementation of this Plan.



# SUPPORT DOCUMENTS

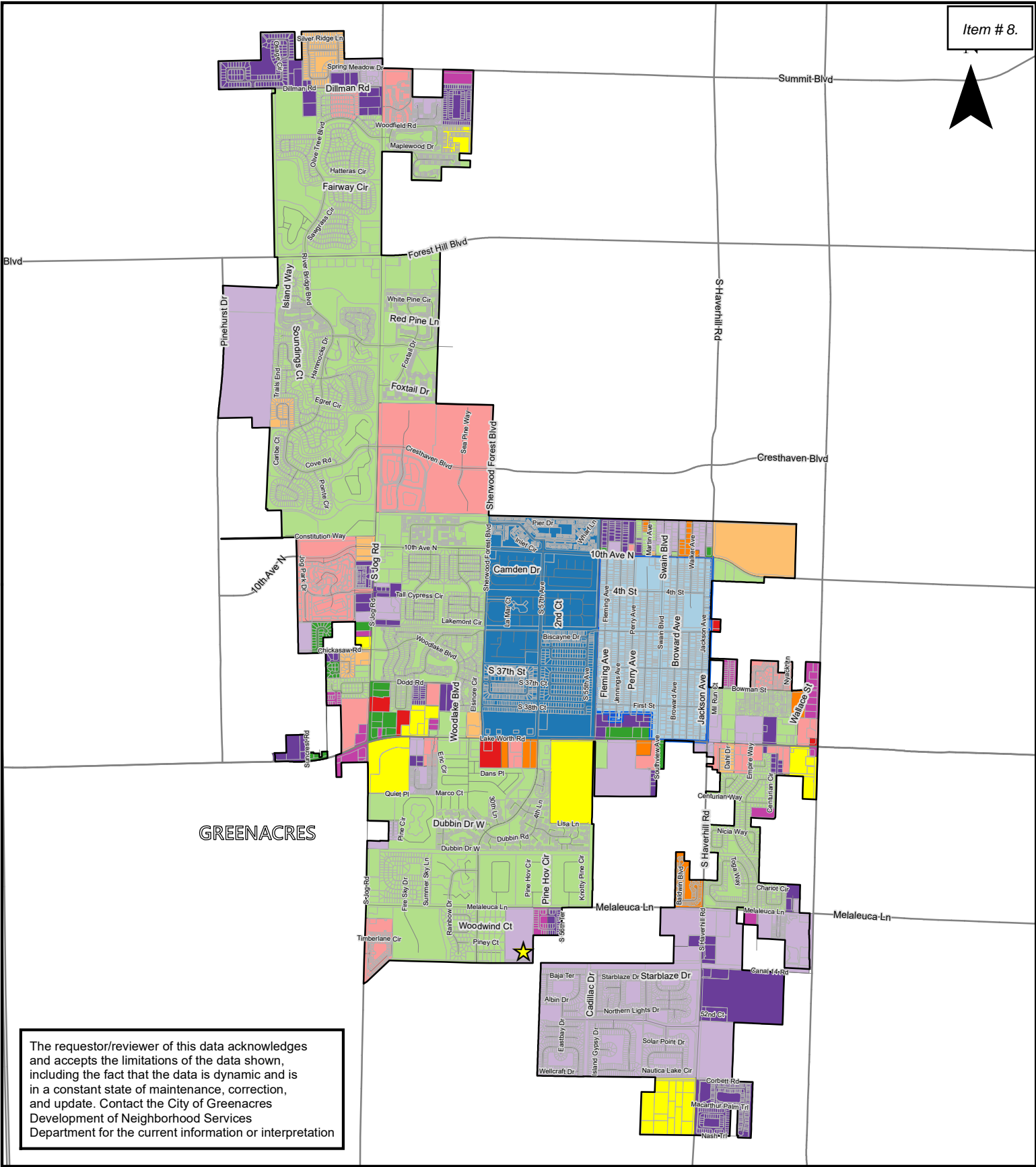
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## SUPPORTING MAP SET



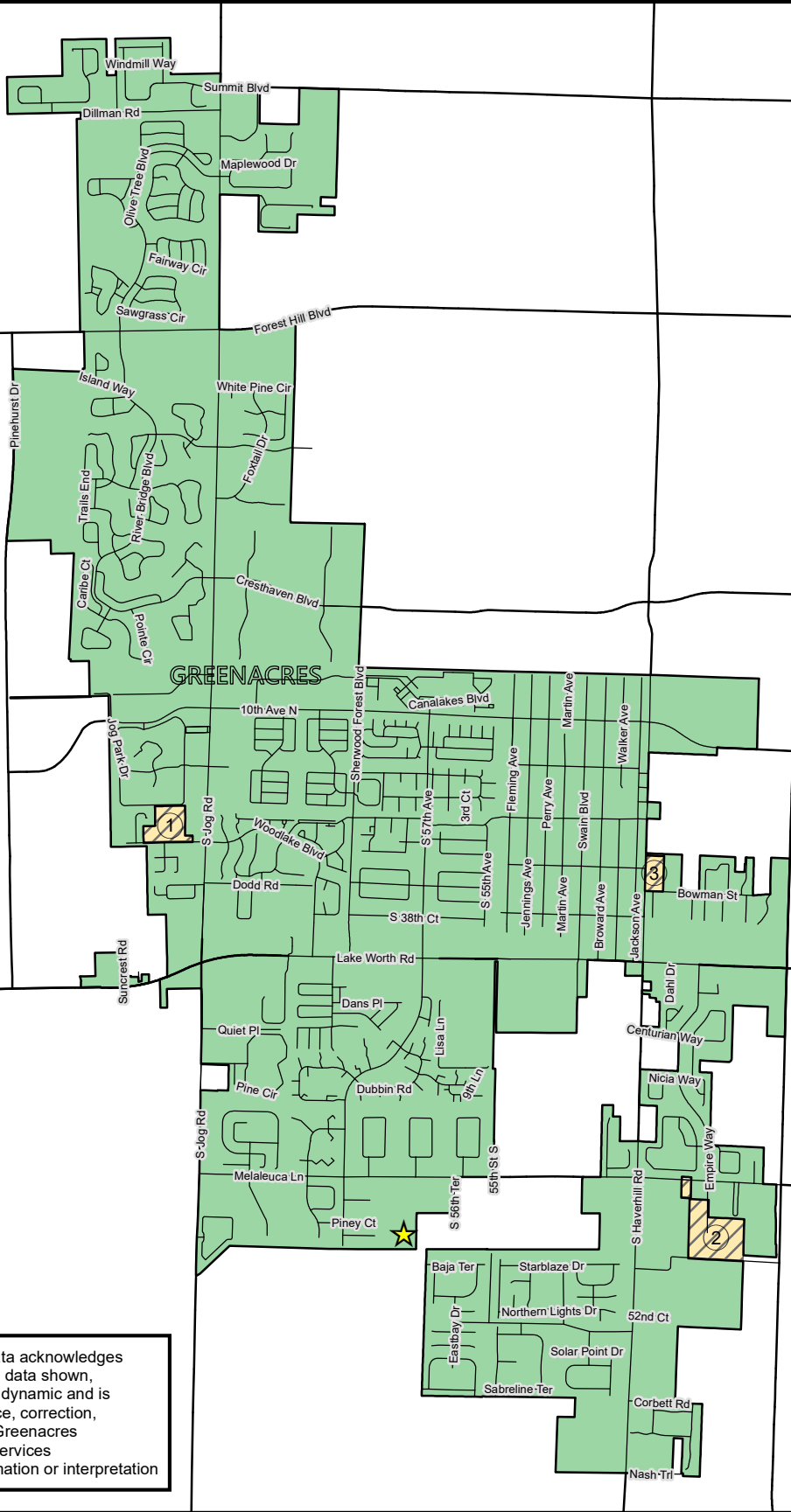
Number	Series	Map Name
Map 1	ANX.1	Annexation Growth
Map 2	ANX.2	Enclaves
Map 3	ANX.3	Pocket Areas
Map 4	CON.2	Transmissivity of the Upper Floridian Aquifer
Map 5	CON.3	Physiographic Divisions
Map 6	CON.4	Evacuation Routes
Map 7	CON.5	Ground Water Supply Sources
Map 8	UT.1	Watersheds and Basins
Map 9	UT.2	Drainage Canals
Map 10	UT.4	Septic Tank Service Area
Map 11	UT.5	Water Utility Service Area
Map 12	UT.6	Solid Waste Authority Collection Sites
Map 13	ROS.2	Public Schools





The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Development of Neighborhood Services Department for the current information or interpretation

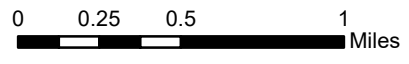
<b>Legend</b>		<b>Historical Annexation (1926-2023)</b>				
★ City Hall	26-59 (Original City)	75-79	89-93	05-08		
City Boundary	60-69	80-84	94-98	09-16		
	70-74	85-88	99-04	17-23		



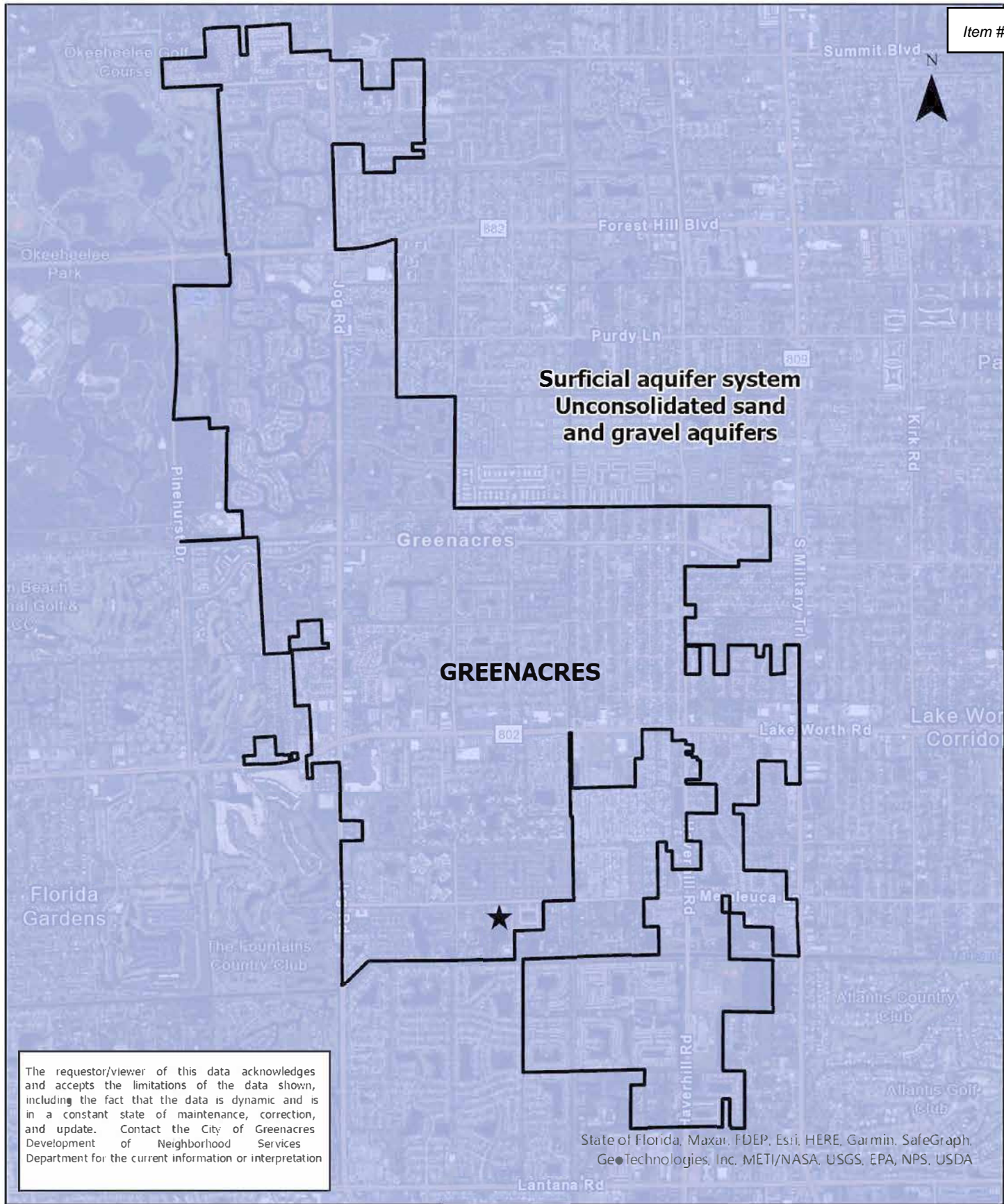
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**Legend**

- City Hall
- Enclave Areas (2023)
- City Boundary







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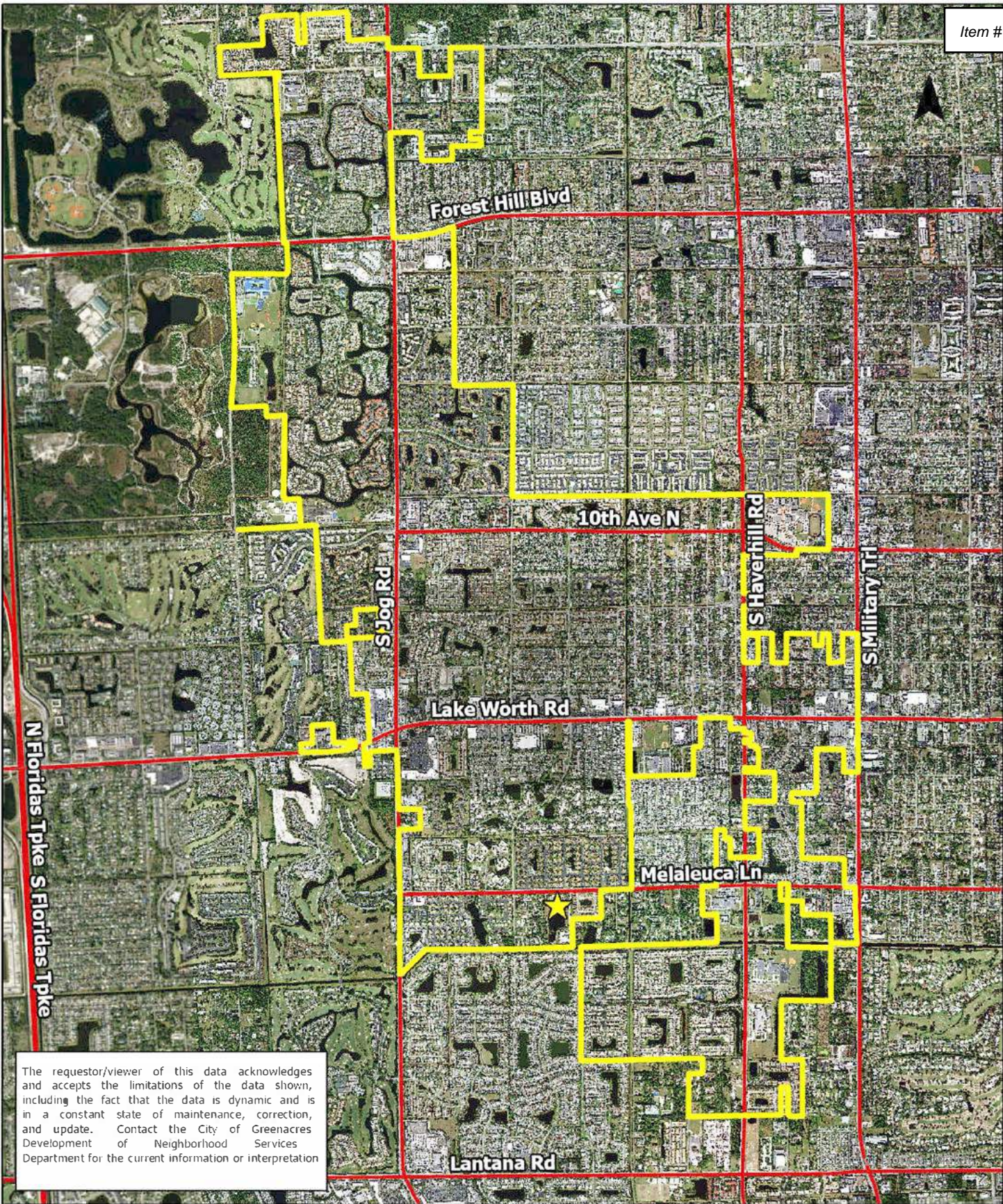
**Legend**

Greenacres City Limits
  Surficial aquifer system
 ★ Greenacres City Hall

0.00 0.25 0.50 1.00 Miles

Source Name: USGS  
 Shapefile Name: aquifrp025  
 Data Creator: USGS  
 Last Updated Date: 2003

**Ground Water Supply Sources**



The requestor/viewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Development of Neighborhood Services Department for the current information or interpretation

**Legend**

Greenacres City Limits
  Evacuation Routes
 ★ Greenacres City Hall

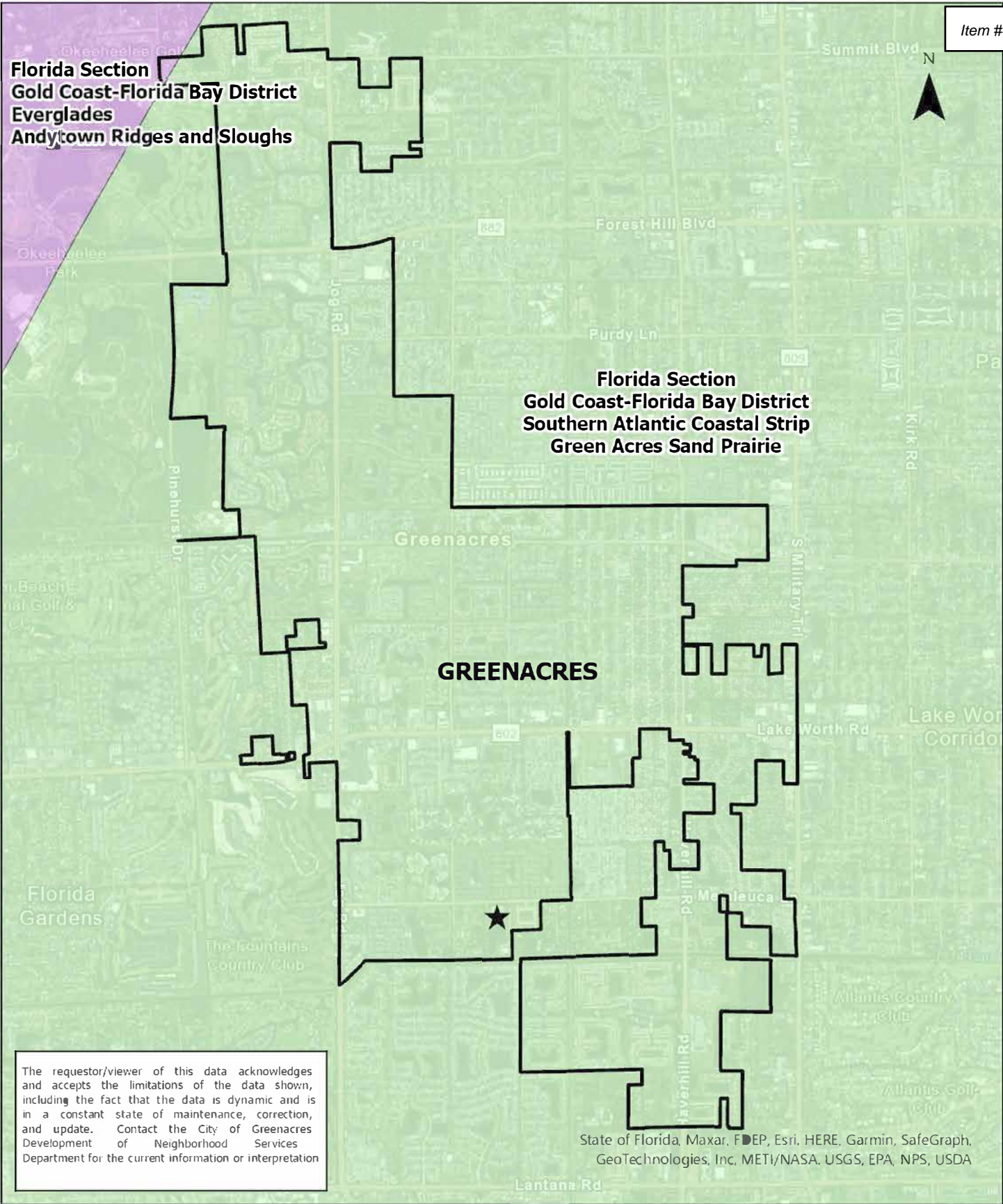
0.00 0.25 0.50 1.00  
 Miles

Source Name: Palm Beach County Open Data  
 Shapefile Name: Road Centerlines  
 Data Creator: Palm Beach County  
 Last Updated Date: 3/12/2018  
 Source Name: FDOT  
 Raster Name: PAL2021\_X  
 Data Creator: FDOT  
 Last Updated Date: 2/2/2021

Evacuation Routes

CON.4


Page 445



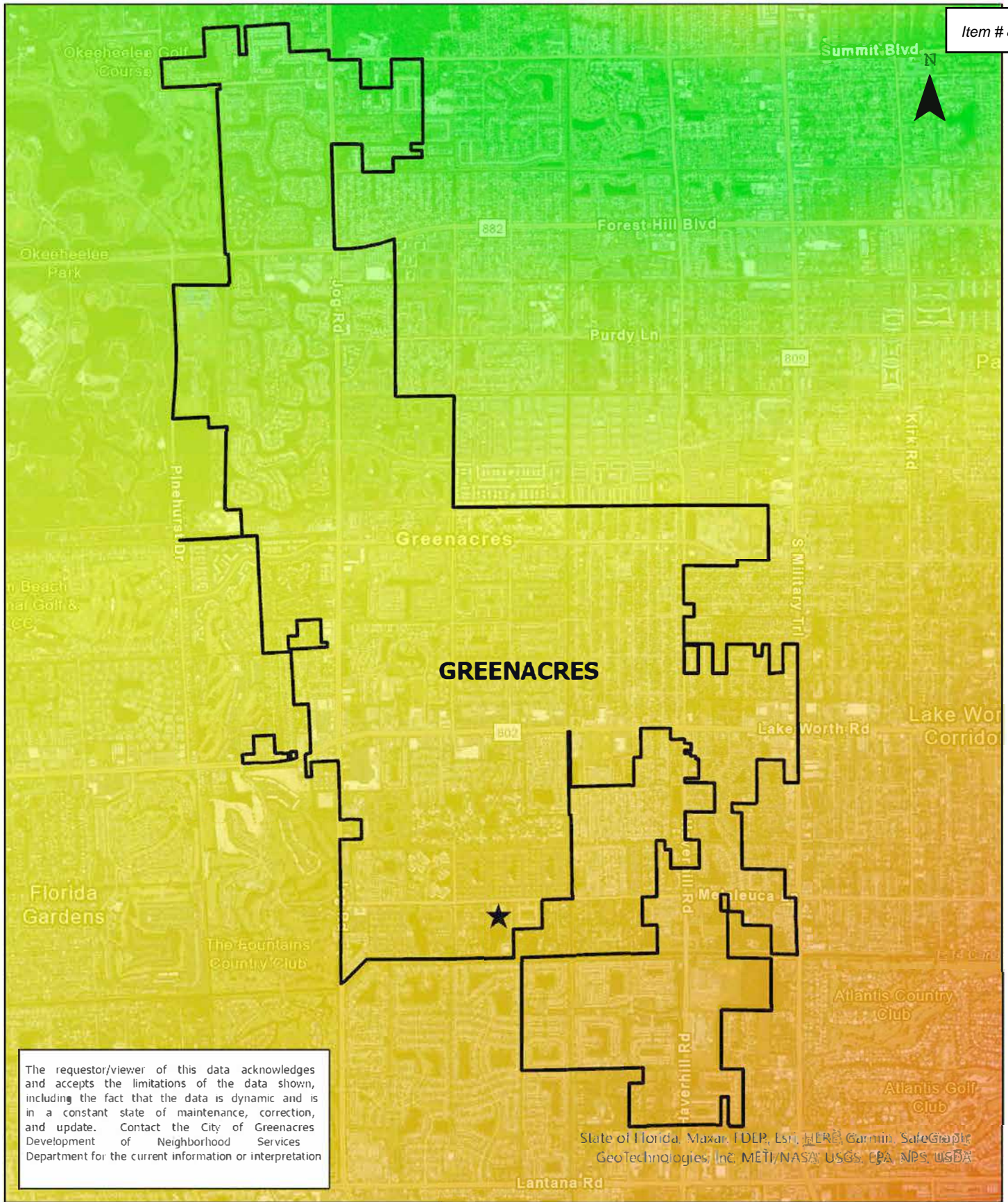
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State of Florida, Maxar, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

<b>Legend</b>	Greenacres City Limits Physiographic Divisions	Eastern Flatwoods District Gold Coast-Florida Bay District	Greenacres City Hall	0.00 0.25 0.50 1.00 Miles

Source Name: USGS  
 Feature Service Name: Physiographic Divisions  
 Data Creator: SJRWMD  
 Last Updated Date: January 24th, 2023

Physiographic Divisions



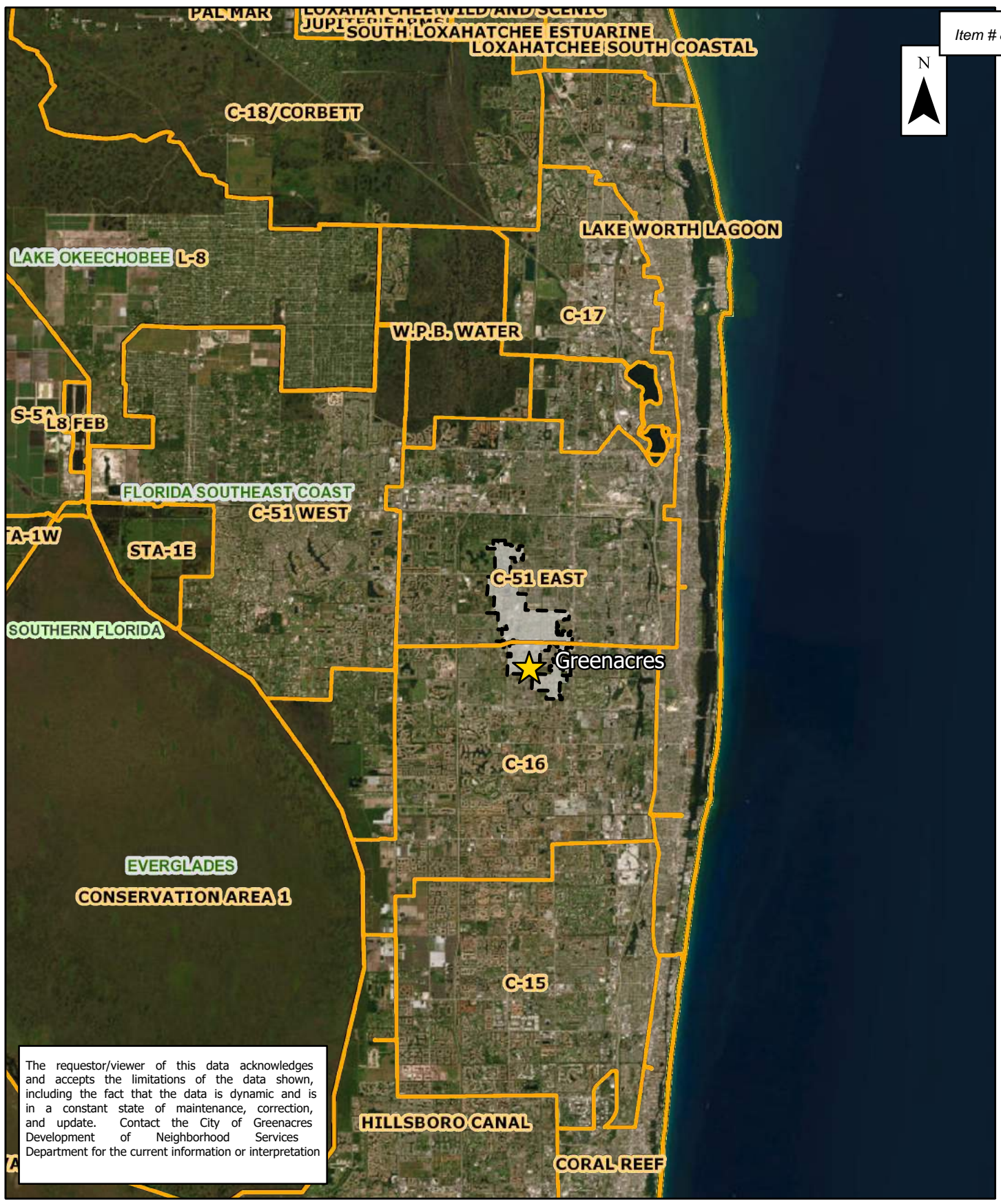
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State of Florida, Maxar, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, USDA

<p><b>Legend</b></p> <p> Greenacres City Limits</p>	<p><b>Transmissivity</b></p> <p> 6.30496 2.37726</p>	<p> Greenacres City Hall</p>	<p>0.00 0.25 0.50 1.00 Miles</p>
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Source Name: USGS  
 Raster Name: transidw1  
 Data Creator: USGS  
 Last Updated Date: 2012

Transmissivity of the Upper Floridan Aquifer



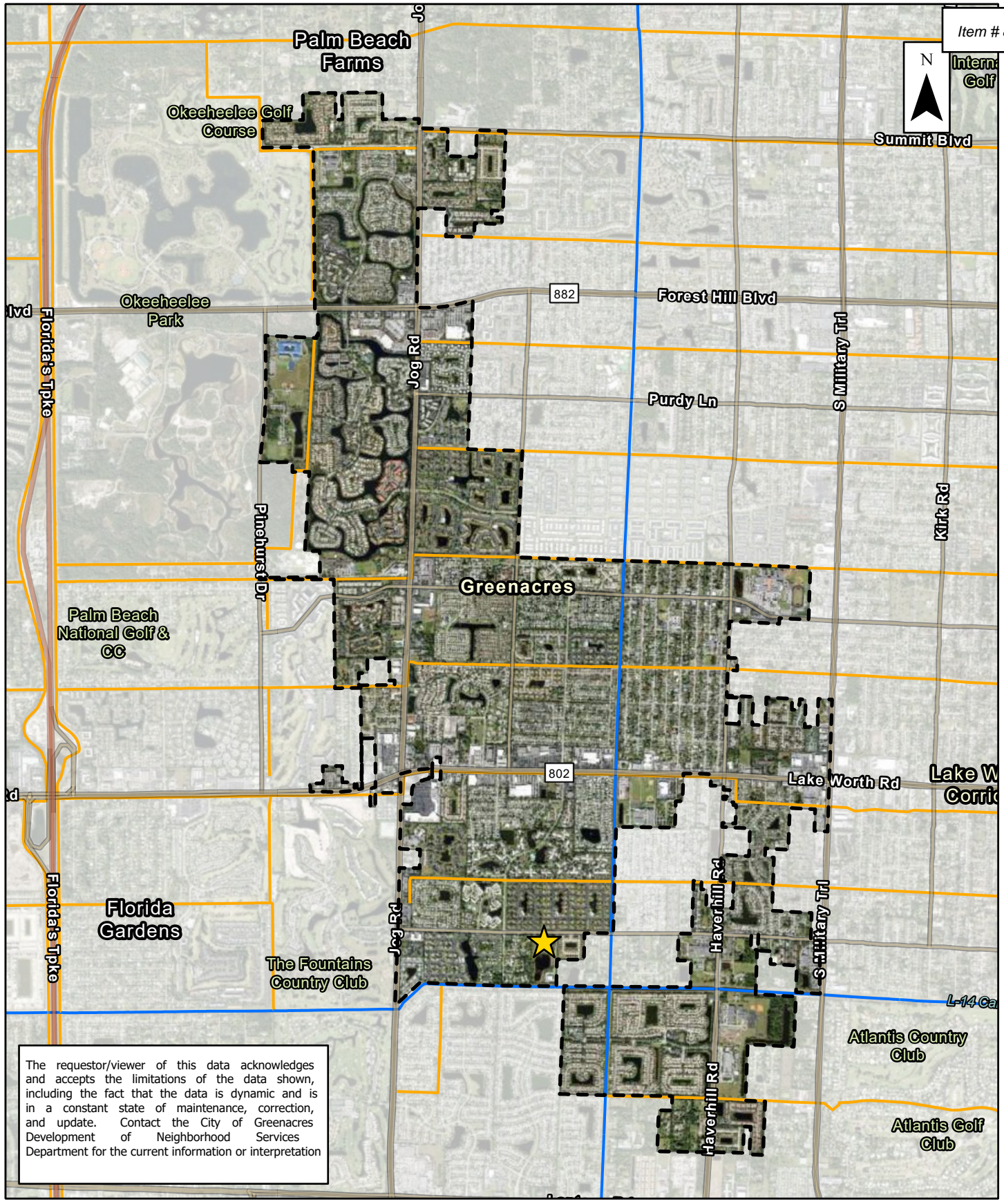
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<b>Legend</b>		★ City Hall	0 3.5 7 Miles
Watersheds	Basins		
Sub-Basins	City of Greenacres		

Required by F.S. Chapter 163.3177.  
 SFWMD Arc Hydro database (AHED):  
 Hydrology, Drainage Areas & STAs. Drainage  
 Areas and Stormwater Treatment Areas.  
 SFWMD GIS. DATE: 10/10/23

## City of Greenacres Watersheds and Basins

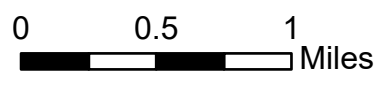




The requestor/viewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Development of Neighborhood Services Department for the current information or interpretation

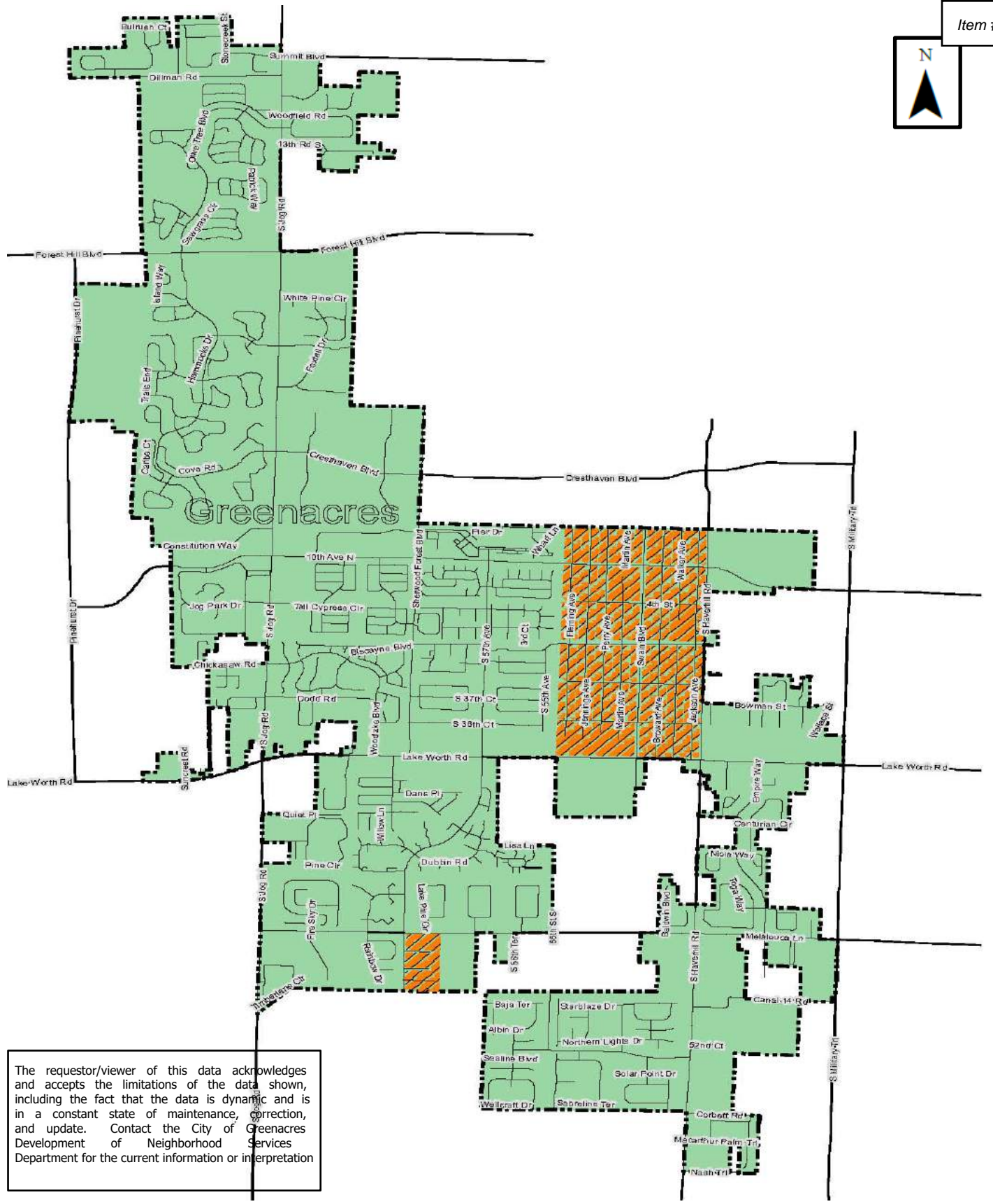
**Legend**

- Canals
  - Local
  - Primary
  - Secondary
- City of Greenacres
- City Hall



Required by F.S. Chapter 163.3177.  
SFWMD Arc Hydro database (AHED):  
Hydrology, Drainage Areas & STAs.  
Canals and Waterbodies.  
SFWMD GIS. DATE: 10/10/23

# City of Greenacres Drainage Canals



The requestor/viewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. Contact the City of Greenacres Development of Neighborhood Services Department for the current information or interpretation

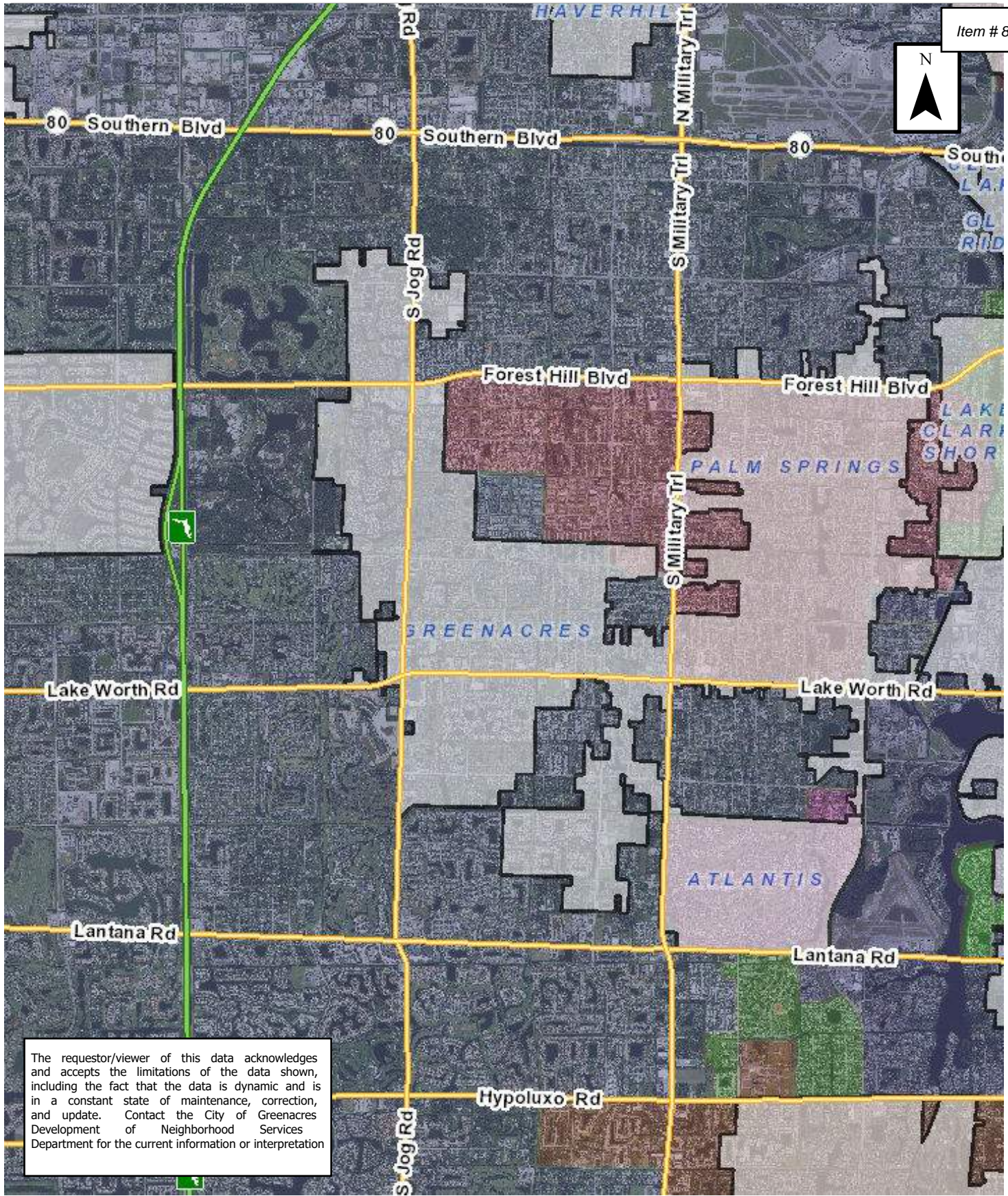
**Legend**

- Septic Tanks Service Area
- Greenacres Municipal Boundary

0 0.5 1 2 Miles

Required by F.S. Chapter 163.3177.  
 PBC Open Data Source.  
 Water Utility Service Areas.  
 PBC myGeoNav.  
 SFWMD GIS. DATE: 10/10/23

City of Greenacres Septic Service Areas

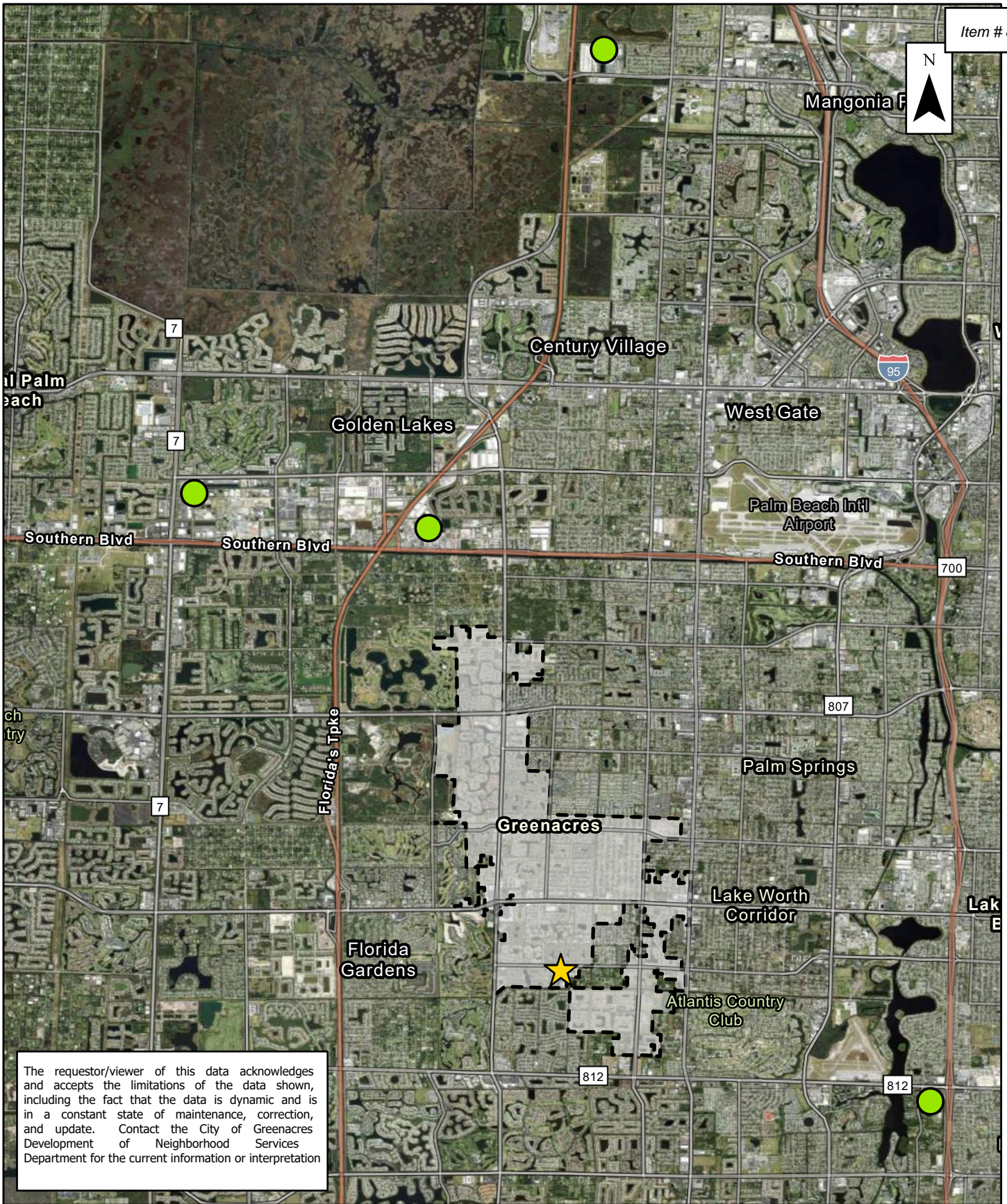


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<b>Legend</b>		Water Utility Service Areas		0 0.5 1 2 Miles	
Municipalities	City of Atlantis	Palm Beach County Water Utilities			
	Village of Palm Springs				



Required by F.S. Chapter 163.3177.  
 PBC Open Data Source.  
 Water Utility Service Areas.  
 PBC myGeoNav.  
 SFWMD GIS. DATE: 10/10/23

City of Greenacres Water Utility Service Areas

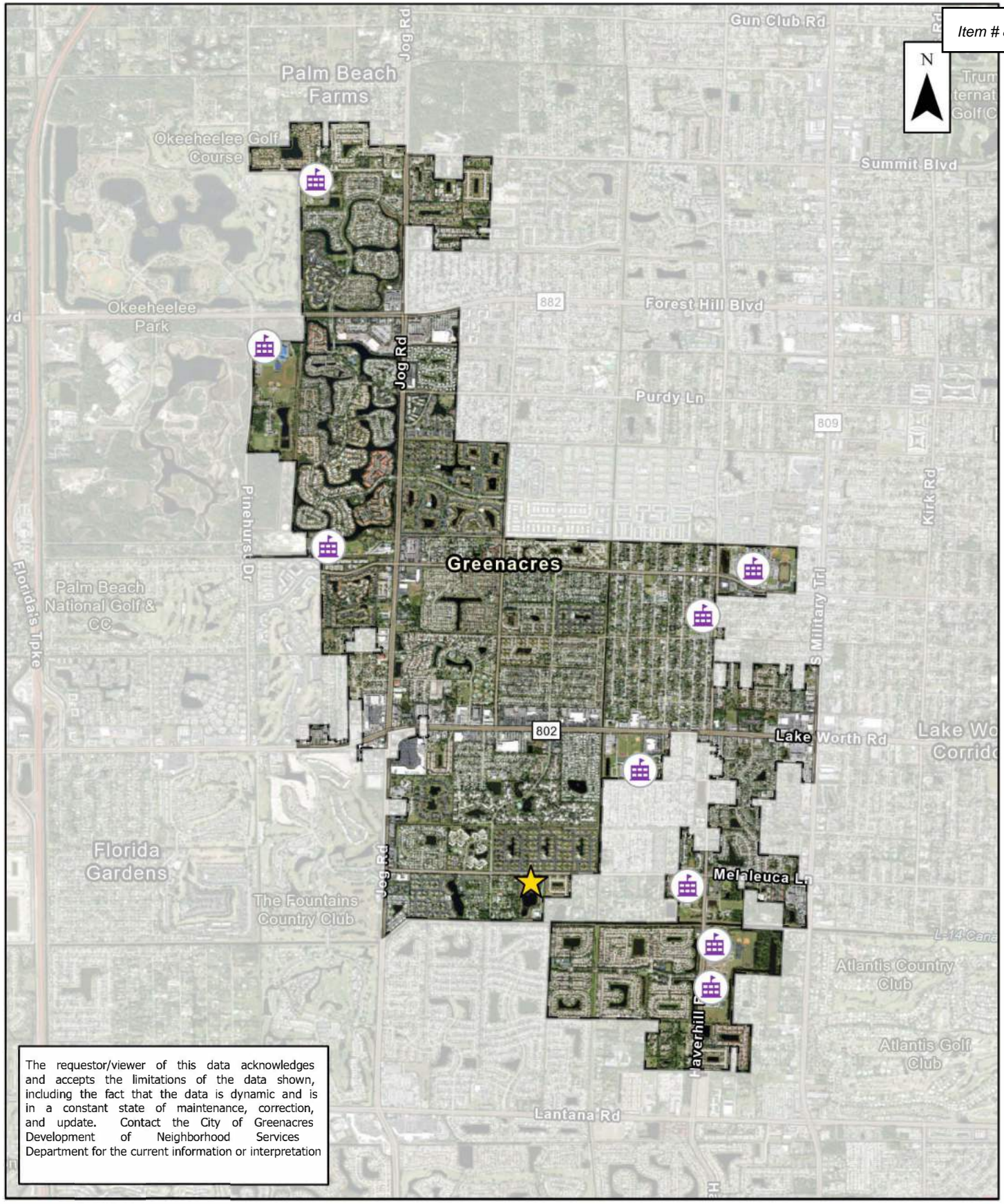


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**Legend**

-  Solid Waste Authority Collection Sites
-  City of Greenacres

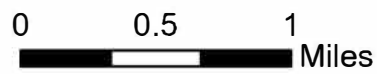




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**Legend**

-  School Parks
-  City Hall
-  City of Greenacres





**ITEM SUMMARY**

**MEETING DATE:** December 4, 2023  
**FROM:** Brian Fuller, Fire Chief, Fire Rescue  
**SUBJECT:** Fire Code Adoption, 8<sup>th</sup> Edition Ordinance 2023-15

**BACKGROUND**

Pursuant to Florida Statutes 633, the State Fire Marshal has adopted the Florida Fire Prevention Code 8th Edition to be effective statewide January 1, 2024. Chapter 633, Florida Statutes, also states that any local amendment to the Florida Fire Prevention Code adopted by a local government shall be effective only until the adoption of the new edition of the Florida Fire Prevention Code. Therefore, local governments are required to readopt their local amendments with the adoption of the new edition of the Florida Fire Prevention Code.

**ANALYSIS**

Ordinance 2023– 15, provides for the adoption of the Florida Fire Prevention Code 8th Edition as prescribed by statute, and the City’s amendments to that code. The City’s amendments are more stringent than those established as a minimum by the Florida Fire Prevention Code and are similar to the ones currently in place.

**FINANCIAL INFORMATION**

**LEGAL**

This ordinance has been prepared in accordance with applicable City Code requirements.

**STAFF RECOMMENDATION**

Staff recommends adoption of Ordinance 2023-15 on first reading.

**ORDINANCE NO. 2023-15**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 5 OF THE CITY OF GREENACRES CODE OF ORDINANCES ENTITLED, "FIRE PREVENTION AND PROTECTION," SECTION 5-3, ENTITLED, "ADOPTION OF THE FIRE PREVENTION CODE," TO ADOPT THE FLORIDA FIRE PREVENTION CODE 8<sup>th</sup> EDITION, TOGETHER WITH THE LOCAL AMENDMENTS THERETO AS SET FORTH IN EXHIBIT "A" AND AS CONFORMED TO THE CITY'S OPERATIONAL STANDARDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN CODE, AND AN EFFECTIVE DATE.**

**WHEREAS**, the State Fire Marshal has adopted a new edition of the Florida Fire Prevention Code, pursuant to Rule 69A-60 of the Florida Administrative Code which incorporates by reference the 2021 Florida Edition of the National Fire Protection Association Fire Code (NFPA 1) and the 2021 Florida Edition of the National Fire Protection Association Life Safety Code (NFPA 101), both amended by the Florida State Fire Marshal by Administrative rule, which is known as the "Florida Fire Prevention Code 8<sup>th</sup> edition"; and

**WHEREAS**, Chapter 633, Florida Statutes, authorizes local governments to adopt more stringent local amendments to the Florida Fire Prevention Code, which strengthens the requirements of the minimum fire safety code; and

**WHEREAS**, Chapter 633, Florida Statutes, requires local governments to re-adopt local amendments with every adoption of the new edition of the Florida Fire Prevention Code, which shall be every third year; and

**WHEREAS**, it is essential for continued, successful fire safety and prevention to establish certain procedures regarding inspections, investigations, and fees associated with same; and

**WHEREAS**, the adoption of the provisions contained herein will greatly promote the health, safety, and welfare of the residents of the City of Greenacres and serves a valid public purpose.

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

**SECTION 1.** The foregoing recitals are incorporated into this Ordinance as true and correct findings of the City Council of the City of Greenacres, Florida.

**SECTION 2.** That Sec. 5-3 “Adoption of the Fire Prevention Code” of the City of Greenacres Code of Ordinances is amended as follows (deleted language is indicated by strike-through type and added language is indicated by underlining):

**Sec. 5-3. – Adoption of the Fire Prevention Code.**

- (a) The city hereby adopts by reference the Florida Fire Prevention Code 8~~7~~<sup>th</sup> edition adopted by the state fire marshal in rule chapter 69A-60 of the Florida Administrative Code as may be amended, including NFPA 1 Fire Code (Florida 2021~~2018~~ edition), and NFPA 101 Life Safety Code (Florida 2021~~2018~~ edition), save and except those portions such as are hereinafter deleted, modified, or amended to conform to the city's operational standards as referenced herein.
- (b) The city hereby adopts by reference the amendments to the Florida Fire Prevention Code 7~~th~~<sup>th</sup>8<sup>th</sup> edition as reflected in Exhibit "A" attached to Ordinance No. 2020-14~~2023-15~~ and by this reference made a part hereof. These amendments are being made to strengthen the minimum fire code and to conform to the city's operational standards.

**SECTION 3.** Exhibit “A” referenced in Section 5-3 (above) is repealed and replaced with the Exhibit “A” attached hereto and incorporated herein by reference. Exhibit “A” to this Ordinance shall not be codified.

**SECTION 4.** Repeal of Conflicting Ordinances. All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

**SECTION 5.** Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this



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

**SECTION 6.** Inclusion in Code. It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of the City of Greenacres, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “Section”, “Article” or another word.

**SECTION 7.** Effective Date. The provisions of this Ordinance shall become effective five (5) days after it is adopted.

**Passed on the first reading this 4th day of December 2023.**

**PASSED AND ADOPTED on the second reading this 8th day of January 2024.**

\_\_\_\_\_  
**Joel Flores, Mayor**

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

*Voted:*

**Attest:**

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

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

*Voted:*

Voted:

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

Voted:

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

Voted:

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

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

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



## ITEM SUMMARY

**MEETING DATE:** December 4, 2023  
**FROM:** Teri Lea Beiriger, Director of Finance  
**SUBJECT:** Ord. No. 2023-19 Budget Adjustment - Chickasaw

### BACKGROUND

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 unbudgeted re-prioritizing of the Chickasaw Road Improvements project. This affects both the Reconstruction and Maintenance (304) fund and the Infrastructure Surtax (305) fund.

Reconstruction and Maintenance (304) fund requires an inter fund transfer for \$568,138. Statutorily restricted 2<sup>nd</sup> option gas tax reserves are available in this fund which and can be transferred to the Chickasaw Road Improvement project (CIP-233) in the Infrastructure Surtax (305) fund.

Infrastructure Surtax (305) fund requires two adjustments netting a fund balance decrease totaling \$2,431,862. The first adjustment is the transfer in of the \$568,138 from the Reconstruction and Maintenance (304) fund to offset cost of the Chickasaw project. The second adjustment will be to increase the expense of the Chickasaw Road Improvement project (CIP-233), by \$3,000,000.

### ANALYSIS

Ordinance 2023-19 is to authorize the net budget adjustment for the total amount of \$2,431,862 that documents the movement of the funds from the two CIP funds to cover the unbudgeted item.

### FINANCIAL INFORMATION

The proposed ordinance increases the revenue by \$568,138 and increases the expenditures by \$3,000,000 in FY 2024, with a net effect of \$2,431,862.

### LEGAL

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

### STAFF RECOMMENDATION

Approval of Ordinance 2023-19.

**ORDINANCE NO. 2023-19**

**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, 2023, AND ENDING SEPTEMBER 30, 2024, 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 2023/2024 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 expenditures in the Reconstruction and Maintenance (304) fund, the revenue and expenditures in the Infrastructure Surtax (305) 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, 2023, through September 30, 2024, 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 4th day of December 2023.**

*Voted:*

\_\_\_\_\_  
**Joel Flores, Mayor**

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

**Attest:**

*Voted:*

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

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

*Voted:*

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

*Voted:*

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

*Voted:*

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

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

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**Glen J. Torcivia, City Attorney**

FYE 9/30/2024  
Exhibit "A"

		<b>Increase (Decrease)</b>
<b>Expense</b>		
Fund Transfer Infra Surtax	304-80-82-91-9	\$568,138
<b>304 Fund Balance</b>		<b>(\$568,138)</b>
<b>304 Net Fund(s) Balance Change</b>		<b>(\$568,138)</b>
<b>Revenue</b>		
Interfund Transfer	305-80-381-000	\$568,138
<b>305 Fund Balance</b>		<b>\$568,138</b>
<b>Expense</b>		
CIP-233 Chickasaw Rd Imprv	305-40-42-63-12	\$3,000,000
<b>305 Fund Balance</b>		<b>(\$3,000,000)</b>
<b>305 Net Fund(s) Balance Change</b>		<b>(\$2,431,862)</b>





**ITEM SUMMARY**

**MEETING DATE:** December 4, 2023  
**FROM:** Andrea McCue, City Manager, Administration  
**SUBJECT:** Ordinance 2023-20 FDOH WIC Lease Renewal – 1<sup>st</sup> Reading

**BACKGROUND**

The City has leased its property located at 5985 10<sup>th</sup> Avenue North to the Department of Health (DOH) since 2008 which the DOH has utilized the property to provide its local Women, Infants and Children (WIC) services to the residents of Greenacres and the greater PBC area.

**ANALYSIS**

The DOH has requested to renew the lease for another five (5) year term

**FINANCIAL INFORMATION**

Lease payments to the City will increase by 3% each year with a first year lease amount of \$254,053.80.

**LEGAL**

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

**STAFF RECOMMENDATION**

Staff is recommending approval of Ordinance 2023-20 on 1<sup>st</sup> Reading.

**ORDINANCE NO. 2023-20**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE LEASE OF CITY-OWNED PROPERTY WITH THE FLORIDA DEPARTMENT OF HEALTH; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Article VI, Section 1(G) of the City's Charter, requires the City Council to approve the lease of any City-owned property by ordinance; and

**WHEREAS**, the City has leased its property at 5985 10<sup>th</sup> Avenue North in the City of Greenacres to the Florida Department of Health (DOH) since 2008, and

**WHEREAS**, DOH utilizes the property to provide its local Women, Infants and Childrens (WIC) services to the residents of Greenacres and the greater Palm Beach County area; and

**WHEREAS**, the WIC services assist in providing for healthier children and families in our community; and

**WHEREAS**, the current DOH lease is set to expire on December 1, 2023 and DOH has requested to renew the lease for another five (5) years; and

**WHEREAS**, the City Council finds entering a new five (5) year lease with the DOH for the City-owned property at 5985 10<sup>th</sup> Avenue North is in the best interests of the health, safety and welfare of the City and serves a valid public purpose.

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

**Section 1.** The City Council hereby approves the lease between the City of Greenacres and the Florida Department of Health, which is attached hereto as **Exhibit "A"** and incorporated into this Ordinance.

**Section 2.** 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

**Ordinance No. 2023-20 | FDOH WIC Lease Renewal**

Page No. 2

force and effect.

**Section 3.** 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 4.** This Ordinance shall take effect immediately upon passage.

Passed on the first reading this 4<sup>th</sup> day of December, 2023.

PASSED AND ADOPTED on the second reading this DD day of Month, 202Y.

\_\_\_\_\_  
**Joel Flores**, Mayor

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

**Attest:**

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

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

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

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

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

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

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



## ITEM SUMMARY

**MEETING DATE:** December 4, 2023  
**FROM:** Andrea McCue, City Manager  
**SUBJECT:** Education Advisory Committee – Appointing Patty Persichilli

### BACKGROUND

The City's Education Advisory Committee was established through Resolution 2023-31. The Education Advisory Committee promotes and provides public awareness for education accomplishments of students, educators, and all schools located within the City. The Education Advisory Committee has nine (9) regular members appointed and approved by the City Council. The membership is comprised of one (1) councilmember to serve as liaison, one (1) student from John I. Leonard to serve as liaison, one (1) middle school student from the City's Youth Program to serve as liaison and the City's Community Services Coordinator will serve as the Committee Coordinator. Five (5) regular members will serve a three (3) year term and four (4) regular members will serve two (2) year terms.

### ANALYSIS

There is currently (1) application. Patty Persichilli has experience as a classroom teacher, clerical worker, PTA volunteer, liaison, union Vice President, and has chaired various Educational Curriculum Committees. Ms. Persichilli shows interest in serving on the committee and is a City Resident.

### FINANCIAL INFORMATION

N/A

### LEGAL

The appointment procedure is in compliance with City Codes.

### STAFF RECOMMENDATION

Staff recommends appointing Patty Persichilli to serve as board member of the Education Advisory Committee.




### CITY OF GREENACRES BOARD AND COMMITTEE SERVICE APPLICATION

NAME: Patty Persichilli PHONE: 631-988-7183  
 ADDRESS: 201 Harbour Pointe Way  
 CITY, STATE & ZIP: Greenacres, FL 33413  
 EMAIL ADDRESS: pperch724@gmail.com  
 EMPLOYER NAME: \_\_\_\_\_ OCCUPATION: Retired Teacher

Please provide a description of your education and experience as it relates to the board(s) on which you wish to serve and describe your interest for serving. (You may attach a copy of your resume.)

I am a retired, New York State, Elementary School Teacher. I worked in my school district for over 30 years. I worked as PTA volunteer and liason, clerical worker, classroom teacher, union Vice President, and chaired various Educational Curriculum committees. I also handled many social and fund raising responsibilities throughout the years. My reason for participating is simply to help out the children and to make their education experience better.

Do you currently hold any City office?  Yes  No

Do you own a business within the City?  Yes  No If yes, which one? \_\_\_\_\_ 

#### On which Board or Committee are you interested in serving?

- Board of Trustees – PSO & Firefighters Retirement
- Charter Review Committee
- Education Advisory Committee
- Building Board of Adjustments & Appeals
- Planning and Zoning Board of Appeals/Local Planning Agency

Applicant Signature: Patty Persichilli Date: 11/19/2023

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