



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, May 16, 2022 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Glen J. Torcivia, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

1. **Presentation:** Legislative Update - The Honorable State Representative David Silvers, District 87.
2. **Proclamation:** National Gun Violence Awareness Day, June 3, 2022. - Wynna Dunmyer, Palm Beach County Moms Demand Action.
3. **Presentation:** Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award. - Andrea McCue, City Manager.

CONSENT AGENDA

4. **Official Minutes:** City Council Meeting Minutes, May 2, 2022. - Quintella Moorer, City Clerk.
5. **Resolution 2022-23:** Authorizing the FY 2022/2023 Children's Services Council (CSC) scholarship provider contract, between the Early Learning Coalition of Palm Beach County and the City of Greenacres for the Youth Programs Department; authorizing the Mayor to execute the contract and city officials to effectuate implementation of the terms of the contract; and providing for an effective date. - Jowie Mohammad, Youth Programs Director.
6. **Resolution 2022-24:** Authorizing the FY 2022/2023 State of Florida Statewide School Readiness provider contract, between the Early Learning Coalition of Palm Beach County and the City of Greenacres for the Youth Programs Department; authorizing the Mayor to execute the contract and City Officials to effectuate implementation of the terms of the

contract; and providing for an effective date. - Jowie Mohammed, Youth Programs Director.

- 7. Resolution 2022-25:** Approving Craven Thompson & Associates, Inc. to subcontract Signarama for construction of eight monument signs surrounding the City of Greenacres; authorizing the appropriate City officials to execute the project; providing for an effective date. - Monica Powery, Director of Purchasing.
- 8. Resolution 2022-26:** Authorizing the acceptance of Cares Provider Relief Funds Phase 4 and ARP Rural Distributions for healthcare-related expenses or lost revenue between the U.S. Department of Health and Human Services and the City of Greenacres; and authorizing the Mayor to attest to receipt of funds. - Teri Beiriger, Director of Finance.
- 9. Resolution 2022-21:** Approving the agreement between the City of Greenacres and ARZ Builders, Inc., for the median landscape and irrigation improvements along Forest Hill Boulevard from the median west of River Bridge Boulevard to the median east of Jog Road and associated incidental work; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
- 10. Educational Scholarship Ratification.** - Michele Thompson, Community and Recreation Services Director and Councilmember Diaz.

REGULAR AGENDA

- 11. PUBLIC HEARING: Ordinance 2022-09: Second Reading:** Amending the Code of Ordinances at Chapter 5, Fire Prevention and Protection, by adding Section-5-11, Public Safety Access to gated communities; providing for repeal of conflicting ordinances, severability, inclusion in the Code and an effective date. - Caryn Gardner-Young, Zoning Administrator.
- 12. Ordinance 2022-12: First Reading:** Amending Chapter 2, Article 2, to create a new Section 2-29 to be entitled "Appointment Process for Deputy Mayor," to set forth the process for the appointment of the Deputy Mayor; providing for repeal of conflicting ordinances, severability, inclusion in the code, and an effective date. - Andrea McCue, City Manager.
- 13. Ordinance 2022-13: First Reading:** Amending Article 5, Section 2-146 of the Greenacres City Code, entitled Voting Districts, by redefining the geographic boundaries for the five (5) established voting districts; providing for repeal of conflicting ordinances, severability, inclusion in the code and an effective date. - Andrea McCue, City Manager.
- 14. Ordinance 2022-16: First Reading:** Amending Chapter 16, Article 4 Supplemental District Regulations, Amending Division 3 Public Places; to add Subdivision 2 Art in Public Places; creating a 1% Art in Public Places Program for City beautification; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Kara Irwin-Ferris, Development and Neighborhood Services Director.
- 15. Resolution 2022-27:** Approving the purchase of land; providing for authorization for City Staff to execute all closing documents and an effective date. - Andrea McCue, City Manager.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

[16.](#) Community & Recreation Services Department Report.

[17.](#) Development and Neighborhood Services Report.

[18.](#) Finance Report.

[19.](#) Fire Rescue Report.

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

[21.](#) Public Works Report.

[22.](#) Purchasing Report.

[23.](#) Youth Programs Report.

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

June 6, 2022

July 18, 2022

Meeting Records Request

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

Notice of Council Meetings and Agendas

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

Americans with Disabilities Act

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



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Department of Finance
City of Greenacres, Florida**

The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Christopher P. Morill

Executive Director

Date: **May 05, 2022**





CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, May 02, 2022 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Glen J. Torcivia, City Attorney

Quintella Moorner, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

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

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

- 1. Proclamation:** Guinness Book of World Record, TobyKeith, oldest dog living, 21 years old in Greenacres. - Gisela Shore, Owner.

City Clerk Moorner read the proclamation title into the record. Photos were taken with TobyKeith and Ms. Shore.

- 2. Proclamation:** Mental Health Awareness Month - Patrice Schroeder, Community Relations Specialist, 2-1-1.

City Clerk Moorner read the proclamation title into the record. Ms. Schroeder accepted the proclamation. She provided some information on receiving service through 211 Service hotline. She also mentioned other programs such as seniors, first responders and veterans assistance.

CONSENT AGENDA

- 3. Official Minutes:** City Council Meeting Minutes, April 18, 2022. - Quintella L. Moorner, City Clerk.

- 4. Proclamation:** National Public Works Week, May 15-21, 2022. - Carlos Cedeño, Director of Public Works.
- 5. Proclamation:** National EMS Week, May 15-21, 2022. - Brian Fuller, Fire Rescue Chief.
- Motion made by Councilmember Diaz, Seconded by Councilmember Bousquet to approve the Consent Agenda.
- Voting Yea: Deputy Mayor Sharp, Councilmember Noble, Councilmember Dugo, Councilmember Diaz, and Councilmember Bousquet.

REGULAR AGENDA

- 6. PUBLIC HEARING: Ordinance 2022-07: Second Reading:** Amending Chapter 16, Article 3, District Regulations, Division 11, Commercial Intensive, Section 16-499(30) and Article 8, off-street parking and loading regulations, Section 16-1336 and Section 16-1338 to add stand alone car wash facility and allow for the use as a Special Exception in the Commercial Intensive (CI) zoning district; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Kara Irwin Ferris, Director of Development and Neighborhood Services.

City Clerk Moorer read the ordinance by title.

Ms. Irwin-Ferris stated the ordinance had not changed since the first reading. She highlighted the requirements and recommended approval.

Motion made by Deputy Mayor Sharp, Seconded by Councilmember Dugo to approve Ordinance 2022-07 on Second Reading.

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

- 7. Ordinance 2022-09: First Reading:** Amending the Code of Ordinances at Chapter 5, Fire Prevention and Protection, by adding Section-5-11, Public Safety Access to Gated Communities; providing for repeal of conflicting ordinances, severability, inclusion in the Code and an effective date. - Caryn Gardner-Young, Zoning Administrator.

City Clerk Moorer read the ordinance by title.

Ms. Gardner-Young stated the click to enter feature would be helpful and would be a great addition to the existing Knox Boxes. The proposed changes should be installed within three years, the changes required a building permit and inspection, an estimated fee is around \$1,000-\$1,500. The Council suggested a faster turn around for installation. Councilmember Diaz suggested the idea of allocating left over funds from the improvement project program.

Motion made by Councilmember Dugo, Seconded by Councilmember Bousquet to approve Ordinance 2022-09 on First Reading.

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

- 8. Class III Site Plan Amendment SP-08-01C** - to modify the approved roof material for the approved House of Worship with associated Child Care Center located at the southwest corner of South Jog Road and Chickasaw Road. - Kara Irwin-Ferris, Director of Neighborhood Services.

City Clerk Moorer read the ordinance title into the record.

Ms. Irwin-Ferris provided some history of the project.

Mayor Flores questioned the length of time the church had been vacant.

Pastor Alvin Donaldson and Assistant Pastor thanked the Council for the extensions. He said the contractor had forgotten about the meeting. He mentioned part of the issues were due to the contractor. He expected a completion date by end of year. He asked the Council to maintain the current roof so they may move forward.

Deputy Mayor was conflicted with the process.

Councilmember Bousquet suggested moving forward with the remaining of the project and within a few years replace the roof to the original plan.

Councilmember Noble felt the change was for residents and did not see fit to hinder the applicant.

Councilmember Bousquet was not in favor of allowing the roof to remain as is.

Mayor Flores felt changes would present a presentence and open the door for challenges.

Mayor Flores asked what was left to complete the project and was funding available.

Pastor Donaldson replied the site work and inside finishing, he said he was fully funded and the contractor was walking away by July.

Pastor Donaldson asked for an extension on the roof after the rest of the church was completed.

Councilmember Noble and Dugo felt the postponement of the item was unnecessary and preferred to move forward with approving the site plan.

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Tharp to postpone the item until all other items of the site plan were completed and then return to discuss the roof replacement.

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

Voting Nay: Councilmember Noble and Councilmember Dugo.

DISCUSSION ITEM

9. Smoking and Vaping in Parks. - Deputy Mayor Tharp.

After discussion the Council agreed to have Staff look into creating policies to enforce a non smoking environment.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Ms. Emily Robarts stated the church had been vacant for thirteen years. She requested the church at least invest in landscaping as the church is an eye sore.

Ms. Lisa Constance, Catalina Place, stated the community opposed Ordinance 2021-21 and the developers plan.

CITY MANAGER'S REPORT

Ms. McCue stated the next schedule of meetings were set for May 16, June 6 and July 18.

CITY ATTORNEY'S REPORT

No report.

MAYOR AND CITY COUNCIL REPORT

Mayor Flores felt departments should have proclamations read during the Special Business section. Majority of Council agreed. Councilmember Noble disagreed.

Councilmember Bousquet had no issue with longer meetings if needed and was pleased the Catalina ordinances were pulled for further consideration.

Councilmember Diaz congratulated Ms. Michele Thompson on the scholarship applicant process.

Councilmember Diaz requested the Gun Violence Proclamation be added to the next meeting. Majority of Council agreed. Councilmember Noble disagreed.

Councilmember Dugo suggested getting more information out to our residents regarding other scholarship opportunities.

Councilmember Noble suggested qualified candidates.

Councilmember Bousquet stated Councilmembers Diaz did an amazing job serving as Chair of the Scholarship Committee.

Mayor Flores spoke about his concern regarding housing market fair. He wanted the City to work on some ideas to help residents.

Deputy Mayor Tharp thanked Sarah from Feeding South Florida for her dedication. Mayor Flores suggested the City provide her with a token of gratitude.

ADJOURNMENT

7:37PM.

Joel Flores
Mayor

Quintella Moorer, CMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: May 16, 2022

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: RESOLUTION NO. 2022-23 - FY22/23 CHILDREN’S SERVICES COUNCIL (CSC) SCHOLARSHIP PROVIDER CONTRACT WITH THE EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC.

BACKGROUND

The Early Learning Coalition (ELC) of Palm Beach County receives funding from federal and state agencies for child care and afterschool services. The Children’s Services Council (CSC) matches federal/state funding provided to ELC for CSC’s contracts that were previously funded and who comply with licensing requirements.

ANALYSIS

The FY 2022/2023 CSC Scholarship Provider Contract with the Early Learning Coalition will provide monthly reimbursement to licensed afterschool providers that comply with state requirements, effective July 1, 2022 through June 30, 2023.

FINANCIAL INFORMATION

The C.A.R.E.S. Program is a licensed, inclusive, nationally accredited after school program through the Center on Accreditation (COA). Monthly reimbursement for the 12-month period will be remitted electronically based upon the pre-determined per child/per day rate for Gold Seal Designation of \$23.83 (for 6 hours or more) and \$12.53 (for 6 hours or less).

STAFF RECOMMENDATION

Approval of Resolution No. 2022-23 authorizing the execution of the FY 22/23 CSC Scholarship Provider Contract with the Early Learning Coalition of Palm Beach County, Inc.

RESOLUTION NO. 2022-23

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE FY 2022/23 CHILDREN'S SERVICES COUNCIL (CSC) SCHOLARSHIP PROVIDER CONTRACT, BETWEEN THE EARLY LEARNING COALITION OF PALM BEACH COUNTY AND THE CITY OF GREENACRES FOR THE YOUTH PROGRAMS DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND CITY OFFICIALS TO EFFECTUATE IMPLEMENTATION OF THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Greenacres C.A.R.E.S. (elementary age) Afterschool and Camp Program was established in 1995 to provide an affordable, beneficial structured program with planned activities and enrichment opportunities for the youth in the Greenacres area; and

WHEREAS, the City desires to enter into a CSC Scholarship Provider Contract with the Early Learning Coalition of Palm Beach County, Inc. for monthly reimbursement for afterschool and camp services effective July 1, 2022 through June 30, 2023; and

WHEREAS, the City agrees that it is in the best interest of the community to enter into a new CSC Scholarship Provider Contract for qualifying elementary age children, for a daily rate for Gold Seal Designation of \$23.83 for full-time and \$12.53 for part-time care, with the Early Learning Coalition effective July 1, 2022 through June 30, 2023.

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

Section 1. The City Council grants authorization to the Mayor to execute the CSC Scholarship Provider Contract with the Early Learning Coalition of Palm Beach County and the City of Greenacres, which is attached hereto as Exhibit "A" and incorporated herein, for on-going referrals and monthly reimbursement for afterschool and camp services, for qualifying children authorized by the Early Learning Coalition.

Section 2. The City Council also grants authorization to the appropriate City Officials to effectuate the implementation of the terms of the FY 2022/23 CSC Scholarship Provider Contract.

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

RESOLVED AND ADOPTED this 16th of day of May 2022.

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

CSC PROVIDER CONTRACT FISCAL YEAR 2022/2023



Early Learning Coalition
of Palm Beach County
Ready to Learn. Ready for Life.

This Contract is made and entered into this 1 day of July, 2022, by and between the Early Learning Coalition of Palm Beach County (herein referred to as "COALITION"), and City of Greenacres (herein referred to as "PROVIDER"), with its principal offices located at 501 Martin Ave. Greenacres, FL 33463.

In consideration of the mutual terms, conditions, promises, covenants and payments set forth, the Coalition and the Provider agree to as follows:

1. SCOPE OF SERVICES

1.1. Purpose - Provider agrees to comply with the terms and conditions of this Contract in order to be eligible to participate in the Children's Services Council of Palm Beach (CSCPBC) Scholarship Program. This contract is to engage an eligible provider to provide Scholarship services to eligible Scholarship Children. The provider will receive payment based on the CSCPBC eligibility guide.

1.2. School Readiness -The Provider agrees to comply with the specific terms and conditions of the State of Florida Statewide School Readiness Provider Contract and State of Florida Statewide School Readiness Provider Contract Licensed Provider Responsibilities ("Contracts") and any addendums to the Contracts. The Contracts and their respective terms and conditions are hereby incorporated herein and specifically made a part of this CSCPBC Contract. The Contracts are specifically referenced below:

1. State of Florida Statewide School Readiness Provider Contract (Form OEL-SR 20)
2. State of Florida Statewide School Readiness Provider Contract Licensed Provider Responsibilities (Form OEL-SR-20L) or State of Florida Statewide School Readiness Provider Contract Licensed Exempt Provider Responsibilities (Form OEL-SR 20LE)

1.3 Program Requirements - In addition to the laws, rules and requirements, referenced in the **School Readiness** section 1.2 above, the Provider agrees to the following Scholarship Program Requirements, as applicable:

Provider is operating as (Initial all that apply):

- Member of the Strong Minds Network (All Sections Apply)**
- Member of Prime Time Afterschool QIS (All Sections Apply)**
- Member of neither Strong Minds or Prime Time, serving children funded with Scholarship Program, (Only Sections 2,3,4,5,6 of this contract apply)**

1.4 Scholarship Program Requirements

1.4.1 Preschool Program Participation – Strong Minds

a. PROVIDERS that are in Strong Minds with In-Network status are eligible for new CSC Scholarship enrollments.

1.4.2 Afterschool Program Participation – Prime Time Afterschool QIS

a. Be an active participant in Prime Time Palm Beach County's QIS (Quality Improvement System).

b. Remain active in Prime Time's QIS. Active Participation in Prime Time's QIS is defined by: completion of annual external assessments; quarterly progress checks documented by a Prime Time Quality Advisor; full participation

in Parts I and II of self-assessment; completion of a Program Improvement Plan within 90 days of external assessments and a signed MOA annually between Prime Time Palm Beach County and the PROVIDER.

2. MAINTENANCE OF RECORDS, DATA AND CONFIDENTIALITY

2.1 Developmental Screenings - PROVIDER acknowledges that PROVIDER is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility. PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized support. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. Records relating to any screening or assessment coordinated or administered by the Provider, including but not limited to developmental screenings, shall be maintained for six (6) years after the date the child is last enrolled with the Provider. **** (Not applicable for School Age Children)**

Subsequent Screenings - PROVIDER acknowledges that PROVIDER is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, twice a year in the month of the child's birthday or at time of redetermination and only with parental consent. **** (Not applicable for School Age Children)**

2.2 Record Maintenance - PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the CSC Scholarship program. The records must be maintained for audit purposes for a period of **six (6) years** from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.

2.3 Confidentiality - Provider agrees to the confidentiality of child and family records. The Provider shall not use or disclose any information concerning a client served under the Contract for any purpose not in conformity with federal and state laws and regulations except with the written consent of the client or his/her responsible parent or guardian, or when authorized by law. Provider agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the Provider and provided to the Coalition upon request. Individuals and organizations eligible to receive records to include the Provider, the Parent, the Coalition and the Children Services Council of Palm Beach County. The Provider agrees to establish and maintain reasonable procedures and controls for safeguarding records so that no information contained in the Provider's records or obtained from others carrying out the terms of the Contract, shall be used by or disclosed by the Provider, its agents, officers or employees, except as provided by law. It shall be the responsibility of the Provider to take all reasonable steps necessary to implement promptly such procedures and controls in order to protect the privacy of a client receiving services under a program provided hereunder and in order to ensure the maintenance of confidentiality for any medical or other information pertaining to such client.

3 TERM AND TIME OF PERFORMANCE

3.1 Effective date - The term of this Contract shall begin on **July 1, 2022**, or the date on which the last party has signed the Contract, whichever is later.

3.2 Ending date - This Contract shall end on **June 30, 2023**, unless the Contract is terminated earlier as provided per the School Readiness Contract per section 1.1

4. COMPENSATION

4.1 Method of Payment - The Provider will be reimbursed for eligible child attendance based on the terms outlined in section VII. Compensation and Funding per the School Readiness Contract noted in section 1.2 above.

4.2 Reimbursement Summary Review - Provider agrees to review the reimbursement summary provided with the monthly reimbursement statement. Provider agrees to report to Coalition any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary. For the attendance

month of September 2022 PROVIDER agrees to report to Coalition any discrepancy, overpayment, or underpayment by October 21, 2022. Any discrepancy reported after this date will not be processed and paid.

5. Monitoring

- 5.1** COALITION will monitor PROVIDER for compliance with this Contract. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.
- 5.2 Physical Access** - PROVIDER agrees to allow the Children's Services Council, the Department of Children and Families or Local Licensing Agency, if applicable, and COALITION staff or sub- contractors immediate access to the facilities and spaces used to offer the Scholarship Program during normal business hours, except as otherwise restricted by government facilities.
- 5.3 Records Access** - PROVIDER agrees to allow COALITION staff or sub-contractors, the Department of Children and Families or Local Licensing Agency, if applicable, the Children's Services Council to inspect and copy records pertaining to the Scholarship Program during normal business hours and upon request by COALITION, the Department of Children and Families, or Local Licensing Agency, if applicable, the Children's Services council. Records that are stored off-site shall be provided within seventy-two (72) hours.

6. Termination for Cause

- 6.1 Basis of Termination for Cause** - PROVIDER agrees that COALITION has the right to terminate this Contract for cause at anytime. The following are grounds for termination for cause:
- a. Action, or lack of action, which threatens the health, safety or welfare of children; or citation for a Class I violation by the Department of Children and Families or local licensing agency, as applicable.
 - b. The material failure to comply with one or more of the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in **Section X. Noncompliance, Probation and Termination Paragraph: Termination for Cause** of the School Readiness Contract referenced in Section 1.2 above; failure to implement the Quality Improvement Plan; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 75 of the School Readiness Contract referenced in Section 1.2 above.
- 6.2 Notice of Termination for Cause** - In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in **Section X. Noncompliance, Probation and Termination Paragraph: Termination for Cause** in the School Readiness Contract referenced in section 1.2 above. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.
- 6.3 Emergency Termination** - COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency of actions or inactions of a PROVIDER that pose an immediate danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in the School Readiness contract referenced in Section 1.2 above.
- 6.4 Termination for Health and Safety Violations** - PROVIDER agrees that COALITION has the right to terminate this Contract based on Health and Safety violations, verified by the Department of Children and Families or Local Licensing Agency, if applicable, in accordance with ss. 1002.82 and 1002.84, F.S., and Rule 6M-4.620, F.A.C., and applicable adopted forms. This is considered termination for cause and is subject to the notice requirements of paragraph 6.2.

7. EXECUTION OF CONTRACT

Provider has caused this contract to be executed as of the date set forth in the top paragraph of this contract. By signing below the Provider hereby certifies that Provider has read and understood this contract, and the School Readiness terms and conditions referenced in Section 1.2. Provider certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness program and the Scholarship program, including but not limited to the requirements of this contract and all terms incorporated by reference, shall result in corrective action, withholding of funds or termination of this contract at the discretion of the Coalition in accordance with Section 6.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and bind the respective party to the contract.

FOR THE PROVIDER:

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other
Authorized Representative**

Print Name

Title

Date

**Provider's Additional Signatory (if required
by PROVIDER)**

Print Name

Title

Date

FOR THE COALITION:

Signature of Coalition Representative

Warren Eldridge

Print Name

Chief Executive Officer

Title

Date



ITEM SUMMARY

MEETING DATE: May 16, 2022
FROM: Jowie Mohammed, Director of Youth Programs
SUBJECT: RESOLUTION NO. 2022-24 - FY22/23 STATEWIDE SCHOOL READINESS PROVIDER CONTRACT (FORM OEL-SR20) WITH THE EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC.

BACKGROUND

The Early Learning Coalition (ELC) of Palm Beach County receives funding from federal and state agencies for child care and afterschool services. The Children’s Services Council (CSC) matches federal/state funding provided to ELC for CSC’s contracts that were previously funded and who comply with licensing requirements.

ANALYSIS

This contract is to engage an eligible PROVIDER to provide SR services to eligible SR children. PROVIDER will receive payment based on Legislative appropriations, the Office’s Child Attendance and PROVIDER Reimbursement (Rule 6M-4.500, Florida Administrative Code (F.A.C.)), and Reimbursement During Emergency Closures (Rule 6M-4.501, F.A.C.)

FINANCIAL INFORMATION

The C.A.R.E.S. Program is a licensed, inclusive, nationally accredited after school program through the Center on Accreditation (COA). Monthly reimbursement for the 12-month period will be remitted electronically based upon the pre-determined per child/per day rate for Gold Seal Designation of \$23.83 (for 6 hours or more) and \$12.53 (for 6 hours or less).

STAFF RECOMMENDATION

Approval of Resolution No. 2022-24 authorizing the execution of the FY 22/23 Statewide School Readiness Provider Contract with the Early Learning Coalition of Palm Beach County, Inc.

RESOLUTION NO. 2022-24

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE FY 2022/23 STATE OF FLORIDA STATEWIDE SCHOOL READINESS PROVIDER CONTRACT, BETWEEN THE EARLY LEARNING COALITION OF PALM BEACH COUNTY AND THE CITY OF GREENACRES FOR THE YOUTH PROGRAMS DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND CITY OFFICIALS TO EFFECTUATE IMPLEMENTATION OF THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Greenacres C.A.R.E.S. (elementary age) Afterschool and Camp Program was established in 1995 to provide an affordable, beneficial structured program with planned activities and enrichment opportunities for the youth in the Greenacres area; and

WHEREAS, the City desires to enter into the Statewide School Readiness Provider Contract with the Early Learning Coalition of Palm Beach County, Inc. for monthly reimbursement for afterschool and camp services effective July 1, 2022 through June 30, 2023; and

WHEREAS, the City agrees that it is in the best interest of the community to enter into a new Statewide School Readiness Provider Contract for qualifying elementary age children, for a daily rate for Gold Seal Designation of \$23.83 for full-time and \$12.53 for part-time care, with the Early Learning Coalition effective July 1, 2022 through June 30, 2023.

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

Section 1. The City Council grants authorization to the Mayor to execute the CSC Scholarship Provider Contract with the Early Learning Coalition of Palm Beach County and the City of Greenacres, which is attached hereto as Exhibit "A" and incorporated herein, for

on-going referrals and monthly reimbursement for afterschool and camp services, for qualifying children authorized by the Early Learning Coalition.

Section 2. The City Council also grants authorization to the appropriate City Officials to effectuate the implementation of the terms of the FY 2022/23 CSC Scholarship Provider Contract.

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

RESOLVED AND ADOPTED this 16th of day of May 2022.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
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: May 16, 2022

FROM: Monica Powery, Purchasing Department Director

SUBJECT: City Entryway Monument Signs

BACKGROUND

On December 4, 2020, the City of Greenacres issued Purchase Order No. 2021-221 to Craven Thompson & Associates, Inc. for the design, surveying, site planning, and engineering services for the replacement of the existing aluminum City entry signs with decorative monument signs that meet Palm Beach County and Florida department of Transportation design standards for roadway right of ways.

ANALYSIS

Request for Qualification No. 19-007 for Continuing Professional Engineering Services was advertised on June 2, 2019, in accordance with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055. Craven Thompson & Associates, Inc. was one of the vendors awarded and a one-year agreement with the option for four (4) additional one-year renewals was issued. Through the City's established contract with Craven Thompson, Inc., Craven Thompson subcontracted Signarama to work with City staff over a one year period to develop a design and permit eight (8) single sided monument signs that meet Palm Beach County and Florida department of Transportation design standards.

While working with Signarama, City staff determined that because of issues with the supply chain and materials, extensive knowledge of the engineered signs, and the City's requirements, it would be in the City's best interest to seek a waiver of competitive selection for this project and have Craven Thompson utilize Signarama to fabricate and install the monument signs. If this project went through the bidding process, it would take a minimum of 90 additional days before an award could be made. This would result in paying higher costs for the materials to construct the monument signs. Also, there is an advantage to having the company in which designed the signs build them.

The total proposed cost for the design, fabrication, installation and permitting of eight (8) City Entry Monument signs is \$105,405.580.

FINANCIAL INFORMATION

A total of \$110,0000 is budgeted in Fiscal Year 2022 Capital Improvement Project #305-222 (305-30-31-63-64).

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2022-25 authorizing Craven Thompson & Associates, Inc. to utilize Signarama to fabricate and install signs under the existing agreement.

RESOLUTION NO. 2022-25

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING CRAVEN THOMPSON & ASSOCIATES, INC. TO SUBCONTRACT SIGNARAMA FOR CONSTRUCTION OF EIGHT MONUMENT SIGNS SURROUNDING THE CITY OF GREENACRES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City desires to hire an experienced and qualified firm for the design, fabrication and installation of eight (8) monument signs throughout the City limits; and

WHEREAS, the City of Greenacres issued Purchase Order No. 2021-221 to Craven Thompson & Associates, Inc. utilizing our current Continuing Professional Engineering Services contract for the design, surveying, site planning, and engineering services for the replacement of the existing aluminum City entry signs with decorative monument signs that meet Palm Beach County and Florida department of Transportation design standards for roadway right of ways; and

WHEREAS, Craven Thompson & Associates subcontracted Signarama to work with City staff over a period of a year to develop a design and permit eight (8) single sided monument signs that meet Palm Beach County and Florida Department of Transportation design requirements; and

WHEREAS, City staff has evaluated and determined that because of issues with the supply chain, materials, inflation costs rising, Signarama's extensive knowledge of the engineered signs, the City's, Palm Beach County and Florida Department of Transportation requirements, it would be in the City's best interest to seek a waiver of competitive selection for this project and to have Craven Thompson utilize Signarama to fabricate and install the monument signs; and

Resolution No. 2022-25 | Construction of City Entry Decorative Monument Signs

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WHEREAS, City staff recommends that the City Council approve the fabrication and installation of the monument signs to Craven Thompson & Associates, Inc. subcontracting to Signarama utilizing the existing agreement.

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

SECTION 1. The City Council hereby authorizes the fabrication and installation of the entry way signs throughout the City between the City of Greenacres and Craven Thompson & Associates, Inc. subcontracting to Signarama utilizing the existing agreement.

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

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

RESOLVED AND ADOPTED this 16 of day of May 2022

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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: May 16, 2022

FROM: Teri Lea Beiriger, Finance Director, Finance Department

SUBJECT: Resolution No. 2022-26 CARES Provider Relief Fund (Phase 4 and ARP Rural Distributions)

BACKGROUND

Novel Corona Disease 2019 (COVID 19) is a severe acute respiratory illness which can spread from human to human. Under the Coronavirus Aid Relief, and Economic Securities (CARES) Act (Phases 1-3), the U.S. Department of Health & Human Services (“HHS”) distributed \$92.5 billion in relief funds to qualifying providers who bill Medicare fee-for-service during the coronavirus pandemic. This was based on 2% of patient care revenue.

Phase 4 and ARP Rural Distributions made available funding of \$25.5 billion. This included state Medicaid /CHIP programs, Medicaid managed care plans, dentist, and certain Medicare providers along with those that received payments in phase 1-3.

ANALYSIS

HHS supports healthcare-related expenses or lost revenue attributable to COVID-19 and ensures uninsured Americans can get treatment for COVID-19. HHS has contracted with United Health Group and has begun distribution of payments under the CARES Provider Relief Fund.

Under Phase 4, applicants who already received a baseline payment of approximately 2% for patient care, were invited to apply for additional funding that considered financial losses and changes in operating expenses caused by the coronavirus. Previous ineligible providers will also be eligible for relief payments.

FINANCIAL INFORMATION

The City proposes to accept Phase 4 funds the in the amount of \$46,136.28 for eligible payment, in accordance with the Terms and Conditions.

LEGAL

Resolution 2022-26 has been prepared in accordance with all applicable Florida State Statues and City regulations.

STAFF RECOMMENDATION

Approval of Resolution 2022-26 authorizing the acceptance of CARES Provider Relief Funds.

RESOLUTION NO. 2022-26

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE ACCEPTANCE OF CARES PROVIDER RELIEF FUNDS (PHASE 4 and ARP Rural Distributions) FOR HEALTHCARE-RELATED EXPENSES OR LOST REVENUE BETWEEN THE U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES AND THE CITY OF GREENACRES; AND AUTHORIZING THE MAYOR TO ATTEST TO RECEIPT OF FUNDS.

WHEREAS, Novel Corona Disease 2019 (COVID 19) is a severe acute respiratory illness which can spread from human to human.

WHEREAS, under the Coronavirus Aid Relief, and Economic Securities (CARES) Act (Phase 1), the U.S. Department of Health & Human Services (“HHS”) is distributing \$50 billion in relief funds to qualifying providers on the frontline of the COVID-19 outbreak; and

WHEREAS, the CARES Provider Relief Fund supports healthcare-related expenses or lost revenue attributable to COVID-19 and ensures uninsured Americans can get treatment for COVID-19; and

WHEREAS, the CARES Provider Relief Fund (Phase 2) gave another opportunity to certain additional Medicare providers to receive funding equal to 2 percent of their total care revenue from the \$18 billion; and

WHEREAS, the CARES Provider Relief Fund (Phase 3) gave another opportunity to certain providers to receive additional payments that would take into account their financial losses and changes in operation expenses caused by the COVID-19 from the 24.5 Billion; and

WHEREAS, the CARES Provider Relief Fund (Phase 4 and ARP Rural Distributions) will consider \$25.5 billion of Provider Relief Fund support to qualified providers of health care, services, and support for healthcare-related expenses or lost revenue attributable to COVID-19; and

WHEREAS, the CARES Provider Relief Fund constitutes grants that do not need to be repaid if certain terms and conditions are met; and

WHEREAS, HHS has contracted with United Health Group and has facilitated delivery of funds in the amount of \$46,136.28 to the City of Greenacres (“CITY”) for eligible payment, in accordance with the Terms and Conditions.

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

Section 1. The City Council hereby authorizes acceptance of the Phase 4 and rural Distributions Relief Fund Payment (\$46,136.28) from the Public Health and Social Services Emergency Fund (“Relief Fund”) and authorizes the Mayor to accept such funds.

Section 2. As a provider who has been allocated a payment, the City must use the portal to sign an attestation confirming receipt of the funds and agree to the Terms and Conditions within 90 days of payment, in order to properly accept said funds.

RESOLVED AND ADOPTED this 16th day of May 2022.

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, Council Member,
District II

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: May 3, 2022

FROM: Monica Powery, Director, Purchasing

SUBJECT: Award of Bid No. 22-006 Forest Hill Median Landscape Improvements

BACKGROUND

The City of Greenacres desires to hire experienced and qualified companies for the median landscape and irrigation improvements along Forest Hill Boulevard from the median West of River Bridge Boulevard to the median East of Jog Road and associated incidental work. The bid was advertised by the City's Purchasing Department on April 3, 2022.

ANALYSIS

The proposals were opened on May 3, 2022 with three (3) bidders responding. The attached tabulation sheet summarized the results received. City staff has evaluated the proposal and recommends award to Arz Builders, Inc. as the lowest responsive, responsible bidder.

FINANCIAL INFORMATION

Sufficient funds are budgeted in Capital Improvement Program 305-30-31-63-44 (CIP 305-210).

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2022-21 authorizing execution of contract and award of Bid No. 22-006 Forest Hill Median Landscape Improvements to Arz Builders, Inc.

RESOLUTION NO. 2022-21

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND ARZ BUILDERS, INC., FOR THE MEDIAN LANDSCAPE AND IRRIGATION IMPROVEMENTS ALONG FOREST HILL BOULEVARD FROM THE MEDIAN WEST OF RIVER BRIDGE BOULEVARD TO THE MEDIAN EAST OF JOG ROAD AND ASSOCIATED INCIDENTAL WORK; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is in need of a vendor for the median landscape and irrigation improvements along Forest Hill Boulevard from the median West of River Bridge Boulevard to the median East of Jog Road and associated incidental work; and

WHEREAS, The Purchasing Department issued Invitation to Bid No. 22-006 (the "BID"); and

WHEREAS, the Director of Purchasing recommends approval of the Agreement; and

WHEREAS, the BID was advertised on the legal notices section of the Palm Beach Post on April 3, 2022, and a notice was also sent to one thousand five hundred forty-seven (1,547) prospective bidders via DemandStar; and

WHEREAS, on May 3, 2022 at 3:30 p.m. EST, the BID closed and the Purchasing Department (the "Department") received three (3) responses which were reviewed by the Department to ensure the responses met the BID requirements and the bidders were both responsive and responsible; and

WHEREAS, the Department recommends that the City Council approved award of the BID to Arz Builders, Inc. and authorize the execution of the contract.

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

SECTION 1. The City Council hereby authorizes the Agreement between the City of

Resolution No. 2022-21 | Forest Hill Median Landscape Improvements
Page No. 2

Greenacres and Arz Builders, Inc.

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

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

RESOLVED AND ADOPTED this 16 of day of May 2022

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

AGREEMENT

THIS AGREEMENT is dated as of the 16 day of May in the year 2022, by and between the City of Greenacres (hereinafter called CITY or OWNER) and ARZ Builders, Inc. (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all work as specified or indicated in the Construction Contract Documents. The work is generally described as follows:

The base bid work consists of median landscape and irrigation improvements along Forest Hill Boulevard within project limits and associated work incidental thereto as shown on the Construction Plans and described in the Contract Documents. Specifications are further detailed in Appendix D.

ARTICLE 2 - PROJECT

The project for which the work under the Contract Documents may be the whole or only a part, is generally described as follows:

**FOREST HILL MEDIAN LANDSCAPE IMPROVEMENTS
Bid No. 22-006**

ARTICLE 3 - ENGINEER

The project has been designed by:

Tricia Richter, PLA
Kimley-Horn
1920 Wekiva Way Suite 200
West Palm Beach, FL 33401
561-845-0665
tricia.richter@kimley-horn.com

Who is hereafter called ENGINEER and who is to act as CITY'S contract administrator, assume all duties and responsibilities and have the rights and authority assigned ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

The City's Contract Administrator for this project is:

Carlos Cedeño
Public Works Director
City of Greenacres
Greenacres, FL 33463
Ph: (561) 642-2071

ARTICLE 4 - CONTRACT TIMES

- 4.1 Time is of the essence throughout this Agreement, and all time limits for completion and readiness for final payment are as set forth and mandated pursuant to the Contract Documents issued in BID NO. 22-006. This Project shall be completed within **one hundred twenty (120)** consecutive calendar days.
- 4.2 The work will be completed and ready for final payment in accordance with paragraph 27 of the General Terms and Conditions. This Agreement mandates that the Project shall be completed within **one hundred twenty (120)** consecutive calendar days from the date when the Agreement time commences to run as delineated and set forth by the City's Notice to Proceed for the Project.
- 4.3 The CITY and the CONTRACTOR recognize that time is of the essence for the completion of the Project and this Agreement, and that CITY will suffer financial or economic loss if the work on the Project is not completed within the time specified in paragraphs 4.1 and 4.2 above, plus any expressly permitted delay(s) or extension(s) thereof allowed in accordance with paragraphs 7 or 10 of the General Terms and Conditions. The parties also recognize the delays, expense and difficulties involved in initiating and proving a breach of the Agreement through a legal action or arbitration proceeding, which will further be an actual loss suffered by CITY if the work is not completed on time.

Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR have agreed that as liquidated damages for delay, the CONTRACTOR shall pay the CITY **Two Hundred and Fifty Dollars (\$250.00)** for each calendar day after the time specified in paragraphs 4.1 and 4.2 for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to the CITY for its inability to obtain full beneficial occupancy and/or use of the Project. The liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Agreement on time.

The above-stated liquidated damages shall apply separately to each portion of the Project, if any, for which a time for completion is given.

- 4.4 The CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the work under this Agreement or as much thereof as the CITY may, in its sole discretion, deem just and reasonable.

ARTICLE 5 - CONTRACT PRICE

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

The lump sum contract price of **Two hundred twenty seven thousand six hundred and fifty dollars (\$ 227,650.00)** as outlined in the BID No. 22-006 proposal documents, which are hereby reproduced and is inserted herein, and is an integral part of this Agreement. The

Unit prices within Base Bid Schedule shall be used in calculating Add or Deduct changes to the base bid work as described within the Contract Documents.

ARTICLE 6 - PAYMENT PROCEDURES

The CONTRACTOR shall submit application(s) for payment in accordance with paragraph 27 of the General Terms and Conditions, and for work completed for the Project. Application(s) for payment will be processed by the ENGINEER as provided in the General Terms and Conditions.

- 6.1 The CITY is not obligated or required to make any monthly progress payments. The Contract Documents and BID No. 22-006 set forth that the contract price for the Project is a lump sum pricing, and the CONTRACTOR'S application(s) for monthly payments shall be at the sole discretion of the ENGINEER, upon consultation with the CITY Representative for the Project. However, progress payments may be made to the CONTRACTOR based upon the recommendation of the ENGINEER. The CONTRACTOR shall include, but same shall not be limited to, with each application for payment, an updated progress schedule that is acceptable to the ENGINEER as may be required by this Agreement or the Contract Documents as set forth within BID No. 22-006 and pursuant to the requirements this provision.
- 6.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 27 of the General Terms and Conditions, the CITY will pay the remainder of the contract price, minus any monthly payments (if any), as recommended by the ENGINEER pursuant to the requirements of paragraph 27. Any monthly payment(s) recommended by the ENGINEER must be approved by the CITY'S Representative before such payment(s) are issued by the CITY to the CONTRACTOR.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce the CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 The CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the ITB No. 22-006 Bidding Documents.
- 7.2 The CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and Project site conditions that may affect cost, progress, and performance of the work.
- 7.3 The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the performance of the work.
- 7.4 The CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Project site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except underground facilities).

- 7.5 The CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Project location which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- 7.6 The CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.7 The CONTRACTOR is aware of the general nature of work to be performed by the City and others, if any, at the Project location that relates to the work as indicated in the Contract Documents.
- 7.8 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Project location, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.9 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishings of the work.
- 7.11 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. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work. 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.
- 7.12 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 Procurement Department. The CONTRACTOR shall be solely and exclusively responsible for payment to all subcontractors and obtaining the necessary Release of Liens. The CITY shall in no way be obligated for payments to any subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between CITY and CONTRACTOR concerning the work, consist of the following:

- 8.1 Instructions to Bidders (pages 00 21 13 - 1 thru 00 21 13 - 7)
- 8.2 Drug Free Workplace Certification (pages 00 45 00 - 3)
- 8.3 This Agreement
- 8.4 Construction Performance Bond (pages 00 61 13.13 - 1 thru 00 61 13.13 - 2)
- 8.5 Construction Payment Bond (pages 00 61 13.16 - 1 thru 00 61 13.16 - 2)
- 8.6 Application for Payment (page 00 62 76 - 1)
- 8.7 Warranty of Title (page 00 65 36 - 1)
- 8.8 Contractor's Affidavit to City (page 00 65 19.16 - 1)
- 8.9 Final Release (page 00 65 19.26 - 1)
- 8.10 General Conditions (pages 00 72 00/Attachment A)
- 8.13 Notice of Award
- 8.14 Notice to Proceed
- 8.15 Technical Specifications as listed in the Index of Construction Contract Documents.
- 8.16 One set of Construction Drawings consisting of 26 sheets bearing the following general title:
FOREST HILL MEDIAN LANDSCAPE IMPROVEMENTS**
- 8.17 Addenda Numbers _____ to _____, Inclusive
- 8.18 CONTRACTOR'S Bid - Designated as Bidder's Proposal including attachments (Corporate Certificates, Qualification Form, Subcontractors list)
- 8.19 Documentation Submitted by CONTRACTOR Prior to Notice of Award
- 8.20 The following which may be delivered or issued after effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Terms and Conditions.

There are no Contract Documents other than those listed above in this provision. The Contract Documents may only be amended, modified or supplemented as provided in the General Terms and Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1 The requirements of the Contract Documents, as such term is delineated in the Invitation to Bid No. 22-006 and this Agreement, are hereby incorporated by reference as if fully set forth herein. The terms used in this Agreement, which are identified within the General Terms and Conditions and any other documents of the Invitation to Bid No. 22-006, will have the meanings indicated herein. This Agreement is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.
- 9.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and ITB 22-006, and to provide and perform such services to the CITY'S satisfaction for the agreed compensation.
- CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of the CITY shall be comparable to the best local and national standards.
- 9.3 The CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents. Where there is a conflict between any provisions set forth within the Contract Documents and a more stringent provision elsewhere in the Contract Documents or under any law, regulation, statute or code requirement which is applicable to this Project, the more stringent provision shall prevail and govern the performance of the Work.
- 9.4 **GOVERNING LAW AND VENUE.** The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

BY ENTERING INTO THIS AGREEMENT, THE CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. THE CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS AGREEMENT.

- 9.5 PUBLIC RECORDS. The City is a public agency subject to Chapter 119 of the Florida Statutes. As required by Chapter 119 of the Florida Statutes, the CONTRACTOR and all sub-contractors for services shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR and sub-contractors shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, CITY CLERK 5800 MELALEUCA LANE, GREENACRES, FLORIDA 33463.

- 9.6 ALL PRIOR AGREEMENTS SUPERSEDED: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.
- 9.7 SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or

provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

- 9.8 PUBLIC ENTITY CRIMES. The CONTRACTOR acknowledges that the provisions of the Public Entity Crimes Act, Section 287.133 of the Florida Statutes shall apply to this Agreement, which statute provides, in pertinent part, that a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the CONTRACTOR shall result in cancellation of the CITY purchase and may result in CONTRACTOR debarment.
- 9.9 INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor under this Agreement. The services provided by the CONTRACTOR pursuant to this Agreement shall be subject to the supervision of the CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the City. This Agreement shall not constitute or make the Parties a partnership or joint venture.
- 9.9.1 THIRD PARTY BENEFICIARIES. Neither the CONTRACTOR nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 9.9.2 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For the CITY:

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

For the CONTRACTOR:

GEORGE JAWDE, PRESIDENT
ARZ BUILDERS, INC.
1515 N FEDERAL HWY#300
BOCA RATON, FL 33432

- 9.9.3 MATERIALITY AND WAIVER OF BREACH. The CITY and the CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.10 E-VERIFY. The Contractor is hereby acknowledging that by entering this Agreement, the CONTRACTOR becomes obligated to comply with the provisions of 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System, and 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), which affidavit must state that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k) of the Florida Statutes;
 - C. Maintain copies of all subcontractor affidavit(s) for the duration of this Agreement, and shall provide the same to the CITY upon request;
 - D. Comply fully with, and ensure that all of its subcontractors, comply fully with Section 448.095 of the Florida Statutes.

Failure to comply may lead to termination of this Agreement, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination of this Agreement. If this Agreement is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one year after the

date of termination, and the CONTRACTOR may be liable for any additional costs incurred by the CITY resulting from the termination of the Agreement. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 10 - INDEMNIFICATION

- 10.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.
- 10.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.
- 10.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY’S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY’S rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

This Space Intentionally Left Blank

IN WITNESS WHEREOF, CITY AND CONTRACTOR have signed this Agreement. All portions of the Contract Documents have been signed or identified by CITY or by ENGINEER on their behalf and by the CONTRACTOR.

This Agreement will be effective May 16, 2022.

CITY OF GREENACRES,
A municipal corporation of the State of
Florida

ATTEST:

BY: _____
Andrea McCue, City Manager

Quintella Moorer, City Clerk

ENDORSED AS TO FORM & LEGALITY:

Glen J. Torcivia, City Attorney

(CORPORATE SEAL)

FIRM:

WITNESSES:

BY: _____
Signature

Typed Name

Title

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

CITY OF GREENACRES BID TABULATION

Notice of Bid: April 3, 2022
Advertisement in Palm Beach Post/City Website: April 3, 2022
Bid Number: 22-006

Department: Public Works
Opening Date: May 3, 2022
Opened By: Monica Powery
Witnessed By: Randi Whitcomb

Description: Forest Hill Median Landscape Improvements

Vendor Name:	ARZ Builders, Inc.	Green Construction Technologies, Inc.	Landscape Service Professionals, Inc.
Address:	1515 N. Federal Hwy. #300 Boca Raton, FL 33432	2130 N.E. 15th Terrace Wilton Manors, FL 33305	11820 NW 37th St. Coral Springs, FL 33065
Phone:	(561) 239-9923	(954) 563-3379	(954) 721-6920
Email:	george@arzbuilders.com	gct-gc@bellsouth.net	info@landscapeservicepros.com

Item	Description	Unit	Qty	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	
1	MOBILIZATION	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 4,650.00	\$ 4,650.00	
2	MAINTENANCE OF TRAFFIC	ALLOW	1	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 12,000.00	\$ 14,000.00	\$ 14,000.00	
3	BONDS	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 7,900.00	\$ 7,900.00	\$ 4,850.00	\$ 4,850.00	
4	INSURANCE	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	
5	CONSTRUCTION PERMITS	ALLOW	1	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	
6	TREE/PALM REMOVAL	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 9,400.00	\$ 9,400.00	\$ 6,775.00	\$ 6,775.00	
7	SABAL PALM (16'-24' CT)	EA	21	\$ 850.00	\$ 17,850.00	\$ 575.00	\$ 12,075.00	\$ 405.00	\$ 8,505.00	
8	SOUTHERN LIVE OAK (4" CAL)	EA	5	\$ 2,200.00	\$ 11,000.00	\$ 2,100.00	\$ 10,500.00	\$ 1,325.00	\$ 6,625.00	
9	SOLITAIRE PALM (16'-24' CT)	EA	9	\$ 1,800.00	\$ 16,200.00	\$ 1,400.00	\$ 12,600.00	\$ 850.00	\$ 7,650.00	
10	FLORATAM ST. AUGUSTINE SOD	SF	22,000	\$ 1.36	\$ 30,000.00	\$ 1.25	\$ 27,500.00	\$ 0.63	\$ 13,860.00	
11	HUNTER PROS-06-PRS30 6" POP UP SPRAY HEADS	EA	269	\$ 50.00	\$ 13,450.00	\$ 60.00	\$ 16,140.00	\$ 2.00	\$ 538.00	
12	HUNTER PCB 10 FLOOD BUBBLERS	EA	35	\$ 120.00	\$ 4,200.00	\$ 30.00	\$ 1,050.00	\$ 20.00	\$ 700.00	
13	HUNTER PGV-101G AND PGV-151 GLOBE CONTROL VALVES	EA	14	\$ 575.00	\$ 8,050.00	\$ 400.00	\$ 5,600.00	\$ 450.00	\$ 6,300.00	
14	PVC SCHEDULE 40 PIPE	LF	2,000	\$ 4.00	\$ 8,000.00	\$ 9.00	\$ 18,000.00	\$ 8.30	\$ 16,600.00	
15	PVC CLASS 200 PIPE	LF	4,400	\$ 3.00	\$ 13,200.00	\$ 6.00	\$ 26,400.00	\$ 2.75	\$ 12,100.00	
16	IRRIGATION CRAFT 3 HP PUMP, HUNTER PC-400 WITH (02) PCM-300 CONTROLLER, HUNTER MINI-CLIK RAIN SENSOR	LS	1	\$ 15,700.00	\$ 15,700.00	\$ 33,000.00	\$ 33,000.00	\$ 29,100.00	\$ 29,100.00	
17	IRRIGATION CRAFT 1.5 HP PUMP, HUNTER PC-400 CONTROLLER, HUNTER MINI-CLIK RAIN SENSOR	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 27,000.00	\$ 27,000.00	\$ 29,100.00	\$ 29,100.00	
18	ELECTRICAL SERVICE (INCLUDES TRANSFORMER DROP, #4 CONDUITS IN 1.5" SCHEDULE 40 PVC CONDUIT, PULL BOXES, DIRECTIONAL BORE AND LOAD CENTER)	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 28,000.00	\$ 28,000.00	\$ 26,000.00	\$ 26,000.00	
19	DIRECTIONAL BORE	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 77,350.00	\$ 77,350.00	\$ 74,300.00	\$ 74,300.00	
20	PREPARE AND PROVIDE ALL STAKE OUT AND ASBUILTS	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	
								\$ 13,000.00	\$ 13,000.00	
								\$ 6,500.00	\$ 6,500.00	
								\$ 2,200.00	\$ 2,200.00	
TOTAL BASE BID										
					\$	227,650.00	\$	355,315.00	\$	288,353.00

CITY OF GREENACRES BID TABULATION

Note: All recommendations for award are unofficial until City Council approval

*Calculation Error



ITEM SUMMARY

MEETING DATE: May 16, 2022

FROM: Councilwoman Susy Diaz, Chair, Educational Scholarship Committee

SUBJECT: 2022 Educational Scholarship Award Winners

BACKGROUND

The 2022 Educational Scholarship Program provides for six (6) \$1,500 scholarships, with one (1) that is awarded to an outstanding athlete in honor of former City employee Denise Padgett, and one (1) awarded in memory of former Councilmember Norman Rose. This year, a special one-time memorial award has been designated in honor of former board member, James Paglialungo.

ANALYSIS

This year twenty (20) applications were received, and nineteen (19) qualified for interviews, conducted in the City Council Chambers, on Wednesday, April 27, 2022. The Committee met, ranked and selected the following six (6) applicants to be awarded the FY2022 Educational Scholarships:

2022 Scholarship Awards	Applicant	School/College Affiliation
Denise Padgett Memorial Scholarship Award \$1,500 Scholarship Award	Nathaniel Barrow	Berean Christian School
Norman Rose Memorial Scholarship Award \$1,500 Scholarship Award	Perla Tavira	Slam Palm Beach High School
James Paglialungo 1 Yr. Memorial Board Member Scholarship \$1,500 Scholarship Award	Ben-Gina Fantaisie	Atlantic Community High School
\$1,500 Scholarship Award	Shovik Saha	Suncoast Community High School
\$1,500 Scholarship Award	Alyssa Urrutia	Florida Atlantic University
\$1,500 Scholarship Award	Eden Westerman	Santaluces Community High School

FINANCIAL INFORMATION

The funding for the six (6) scholarships have been appropriated in the FY2022 City Council Budget for a total allocation of \$9,000 are in 001-10-12-83-1, the City Council budget.

LEGAL

N/A

STAFF RECOMMENDATION

Staff recommends the ratification of the Scholarship Committee's recommendation of the six (6) educational scholarships as presented. The Award Certificates shall be presented to the recipients and they shall be recognized during the June 6, 2022 City Council meeting.



ITEM SUMMARY

MEETING DATE: May 16, 2022

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

SUBJECT: **Ordinance 2022-09, ZTA-22-06**
Click2Enter

BACKGROUND

The City of Greenacres has dozens of gated communities. When emergency responders receive a call from within a gated community, they currently enter the development through a Knox-box rapid entry system -- a locked box that contains an electronic key switch. The Knox-box system, which is manufactured by the Knox Corporation of Irvine, California, forces fire officers to get out of their vehicles, use the Knox-box key to open the gate and then lock the gate. At the time, this was the most advanced system available for first responders.

However, there is now available a remote-control system. Click2Enter does away with all of the cumbersome keys, access control codes, and remote-control actuators, because every emergency response vehicle and responder carry the key, their mobile or portable radio transceiver. Just a simple 'click' of the radio transmitter button is all that is required to open gates.

On May 2, 2022, City Council approved Ordinance 2022-09 on first reading with a vote of 5-0. At the request of the City Council, the ordinance was changed to require compliance within two (2) years with a one (1) year extension instead of three (3) years.

ANALYSIS

This is a city staff-initiated code change to provide more efficient and effective gate control devices for use by our first responders. The city currently requires Knox-box rapid entry which forces emergency responders to get out of their vehicles, use the Knox-box key, open the gate, and then lock the gate. There is now available a system which allows first responders to use their vehicle's radio to access the community's gate controls. By using this method in addition to the Knox-box rapid entry, it will:

1. Improve response times - No keys to find, codes to remember, or calls to dispatch required.
2. Allow mutual aid vehicles to access the community without having to wait for the key to be returned when the first vehicle answers an emergency call.

By requiring the Click2enter system when a new community is developed or when an established community refurbishes its gate, it is providing the community time to obtain the

revenue to pay for the new Click 2enter system which is estimated to cost approximately \$1,200.00.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2022-09 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Approval of ZTA-22-06 through the adoption of Ordinance 2022-09.

ORDINANCE NO. 2022-09

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CODE OF ORDINANCES AT CHAPTER 5, FIRE PREVENTATION AND PROTECTION, BY ADDING SECTION 5-11, PUBLIC SAFETY ACCESS TO GATED COMMUNITIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

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

WHEREAS, the City’s Fire Department currently utilizes community-installed Knox Rapid Entry Systems (“Knox boxes”) to gain entry to gated communities in response to emergency calls; and

WHEREAS, Knox boxes sometimes delay the Fire Department’s ability to access gated communities because not every emergency responder has access to the Knox boxes; and

WHEREAS, Click2Enter is newer technology that allows access to such gated communities through a radio transmission system configured to the assigned Fire Department radio frequency; and,

WHEREAS, the Fire Department desires gated communities in the City to utilize both gate access systems (Knox box and Click2Enter) to enhance the Fire Department’s ability to respond to emergency calls as quickly as possible; and

WHEREAS, it has been determined, in accordance with the Development Review Committee Staff Report and Recommendation, “Exhibit A” dated March 10, 2022 (attached) that the amendments to the City’s Code of Ordinance as set forth herein are necessary for the protection of life-safety and are appropriate; and

WHEREAS, the City Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the City of Greenacres and serve a valid public purpose.

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

SECTION 1. Chapter 5 of the City of Greenacres Code of Ordinance, entitled “Fire Prevention and Protection”, is hereby amended as follows (additions are indicated by underscoring and deletions are indicated by ~~strikeout~~):

Chapter 5 – FIRE PREVENTION AND PROTECTION

Sec. 5-11 – Public Safety Access to Gated Communities

(a) In all new and existing developments where the fire department’s access is through a gate, barrier arm, or other secured access, there shall be installed a Knox rapid entry system (“Knox box”) and a Click2Enter radio transmission system at the development’s expense. The Click2Enter system shall be a “C2E” radio transmission system configured to the assigned fire department radio frequency.

(b) New developments, which are developments that have not received a certificate for occupancy for all planned dwelling units and/or the common areas, shall have six (6) months from the date of adoption of this section to install the required Knox box and Click2Enter system as required by this section. Existing developments shall have two (2) years from the date of adoption of this section to install a Knox box and Click2Enter system as required by this section with the right to request a one (1) year extension from the City’s Fire Chief.

(c) For installation of the Click2Enter system, the development shall obtain a building permit and pass final inspection, which shall include approval from the City’s Fire Marshall.

(d) Any entity or person who violates any provision of this section or fails to comply therewith shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each day said violation shall exist or be permitted to exist and each day shall constitute a separate violation. The City may utilize any legal means available to enforce the provisions of this section including, without limitation, code compliance procedures.

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. Inclusion in Code

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

SECTION 5. Effective Date

The provisions of this Ordinance shall become effective upon adoption.

Passed on the first reading this 2ND day of May 2022.

PASSED AND ADOPTED on the second reading this 16th day of May, 2022.

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

ZTA-22-06 (Ordinance 2022-09)
Date: March 10, 2022

Revised: 05/02/2022

	DEVELOPMENT REVIEW COMMITTEE STAFF REPORT AND RECOMMENDATION
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Subject/Agenda Item:

Ordinance 2022-09: ZTA-22-06 Click2Enter

Second Reading & Adoption: A City-initiated request for a text amendment that requires gated communities within the City of Greenacres to install Knox-Boxes and Click2Enter to allow access to their development by emergency responders.

- Recommendation to APPROVE
- Recommendation to DENY

-
- Quasi-Judicial
 - Legislative
 - Public Hearing
-

Originating Department: Development and Neighborhood Services Project Manager _____ Caryn Gardner-Young, Zoning Administrator	Reviewed By: Director of Development and Neighborhood Services _____ Kara L. Irwin-Ferris, AICP
Approved By: City Manager _____ Andrea McCue	Public Notice: <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Dates: Paper: The Lake Worth Herald Mailing <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required Notice Distance: _____
Attachments: <ul style="list-style-type: none"> • Ordinance 2022-09__ 	City Council Action: <input type="checkbox"/> Approval <input type="checkbox"/> Approve with conditions <input type="checkbox"/> Denial <input type="checkbox"/> Continued to: _____

I. Executive Summary

The City of Greenacres has dozens of gated communities. When emergency responders receive a call from within a gated community, they currently enter the development through a Knox-box rapid entry system -- a locked box that contains an electronic key switch. The Knox-box system, which is manufactured by the Knox Corporation of Irvine, Calif., forces fire officers to get out of their vehicles, use the Knox-box key to open the gate and then lock the gate. At the time, this was the most advanced system available for first responders.

However, there is now available remote-control systems. Click2Enter does away with all of the cumbersome keys, access control codes, and remote-control actuators, because every emergency response vehicle and responder carries the key-their mobile or portable radio transceiver. Just a simple 'click' of the radio transmitter button is all that is required to open gates.

II. Proposed Zoning Text Amendments:

The following Zoning Code regulations are impacted by the proposed Zoning Text Amendments. Items which are proposed for deletion are in **Strike-Through**, items proposed for addition are in **Single Underline**.

Proposed Change

Chapter 5 – FIRE PREVENTION AND PROTECTION

Sec. 5-11 – Public Safety Access to Gated Communities

(a) In all new and existing developments where the fire department’s access is through a gate, barrier arm, or other secured access, there shall be installed a Knox rapid entry system (“Knox box”) and a Click2Enter radio transmission system at the development’s expense. The Click2Enter system shall be a “C2E” radio transmission system configured to the assigned fire department radio frequency.

(b) New developments, which are developments that have not received a certificate for occupancy for all planned dwelling units and/or the common areas, shall have six (6) months from the date of adoption of this section to install the required Knox box and Click2Enter system as required by this section. Existing developments shall have two (2) years from the date of adoption of this section to install a Knox box and Click2Enter system as required by this section with the ability to request a one (1) year extension from the City’s Fire Chief .

(c) For installation of the Click2Enter system, the development shall obtain a building permit and pass final inspection, which shall include approval from the City’s Fire Marshall.

(d) Any entity or person who violates any provision of this section or fails to comply therewith shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each day said violation shall exist or be permitted to exist and each day shall constitute a separate violation. The City may utilize any legal means available to enforce the provisions of this section including, without limitation, code compliance procedures.

IV. Staff Analysis:

This is a City staff-initiated code change to provide more efficient and effective gate control devices for use by our first responders. The City currently requires Knox-box rapid entry which forces fire officers to get out of their vehicles, use the Knox-box key, open the gate, and then lock the gate. There is now available a system which allows first responders to use their vehicle’s radio to access the community’s gate controls. By using this method in addition to the Knox-box rapid entry, it will:

- 1. Improve response times - No keys to find, codes to remember, or calls to dispatch required.
- 2. Allow mutual aid vehicles to access the community without having to wait for the key to be returned when the first vehicle answers an emergency call.

By requiring the Click2enter system when a new community is developed or when an established community refurbishes its gate, it is providing the community time to obtain the revenue to pay for the new Click 2enter system which is estimated to cost approximately \$1,200.00.

The Development Review Committee Staff met on April 14, 2022 and April 21, 2022, to discuss the proposed amendment. No objections were received.

Planning, GIS, and Engineering Department:	No objections
Building Department	Comments Included in the Staff Report
Fire Rescue Department	No objections
Public Works Department	No objections
PBSO District #16	Comments Included in the Staff Report

IV. Staff Recommendation:

Approval of ZTA- 22-06 through the adoption of Ordinance 2022-09.

CITY COUNCIL ACTION First Reading – May 2, 2022

The City Council on a motion made by Councilmember Dugo and seconded by Councilmember Bousquet, by a vote of five (5) to zero (0) recommended approval of Zoning Text Amendment ZTA 22-06 (Click2Enter) on first reading with one change to decrease the time for existing gated communities to install the Click2Enter system from three (3) years to two (2) years with the right of the Fire Chief to provide a one (1) year extension for compliance.

CITY COUNCIL ACTION Adoption Hearing – May 16, 2022



ITEM SUMMARY

MEETING DATE: May 16, 2022
FROM: Andrea McCue, City Manager, Administration
SUBJECT: Ordinance 2022-12 – Appointment of Deputy Mayor

BACKGROUND

Article II, Section 2 of the City's Charter requires that the City Council designate one (1) of its members as Deputy Mayor. Council Policy 12 which was adopted in 1997, outlined a process for the appointment but it was rescinded in 2016. Outside of the Charter requirements, the City has no other policies or guidelines in place that provide a process for the appointment of Deputy Mayor.

ANALYSIS

At the April 18th the Council directed staff to prepare an Ordinance outlining a process that mirrors the recommendation made by the Charter Review Committee. The process for appointment of Deputy Mayor is as follows:

Beginning with the first meeting in April 2023, the appointment of the Deputy Mayor shall rotate annually among the Councilmembers with the initial appointment to Council Seat 1. Any Councilmember in his/her first term will defer the appointment as Deputy Mayor for a one (1) year period, at which point the appointment will be assigned to the next sequential Council seat and the deferring Councilmember shall serve the subsequent year. Should any Councilmember decline the appointment, the appointment will go to the next sequential Council seat and the deferring Council member will not be appointed until the rotation returns to his/her seat. Should the Councilmember serving as Deputy Mayor vacate his/her Council seat for any reason, the Deputy Mayor appointment will rotate to the next sequential Council seat and the incumbent therein shall complete the unexpired term followed by his/her own term as Deputy Mayor. In the event the Deputy Mayor is serving as Mayor pro-tem pursuant to Article II, Section 3 of the Charter, the Deputy Mayor's position will not rotate until a new Mayor is elected.

FINANCIAL INFORMATION

Minimal cost associated with Deputy Mayor appointment

LEGAL

The City Attorney has reviewed Ordinance 2022-12 and supporting documents for for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff is recommending approval of Ordinance 2022-12.

ORDINANCE NO. 2022-12

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, TO CREATE A NEW SECTION 2-29 TO BE ENTITLED “APPOINTMENT PROCESS FOR DEPUTY MAYOR”, TO SET FORTH THE PROCESS FOR THE APPOINTMENT OF THE DEPUTY MAYOR; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, Article II, Section 2 of the City’s Charter requires that the City Council shall designate one (1) of its members as Deputy Mayor, who shall serve in such capacity at the pleasure of the Council; and

WHEREAS, the City Council adopted Council Policy 12 in 1997, which outlined a process for the appointment of Deputy Mayor; and

WHEREAS, the City Council rescinded Council Policy 12 in 2016; and

WHEREAS, the City Council does not have any policies or guidelines in place that provide a process for the appointment of Deputy Mayor; and

WHEREAS, the City Council desires to adopt an Ordinance outlining the process for appointment of Deputy Mayor.; and,

WHEREAS, the City Council finds adopting this Ordinance to outline the process for appointment of Deputy Mayor is in the best interests of the City and serves a valid public purpose.

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

SECTION 1. Chapter 2, entitled “Administration”, Article II, entitled “Mayor and City Council”, is hereby amended by creating a new section 2-29 to be entitled “Appointment Process for Deputy Mayor”, which new section shall state as follows:

Sec. 2-29. – Appointment Process for Deputy Mayor.

Ordinance No. 202Y-12 | Appointment of Deputy Mayor

Page No. 2

The process for appointment of Deputy Mayor is as follows:

Beginning with the first meeting in April 2023, the appointment of the Deputy Mayor shall rotate annually among the Councilmembers with the initial appointment to Council Seat 1. Any Councilmember in his/her first term will defer the appointment as Deputy Mayor for a one (1) year period, at which point the appointment will be assigned to the next sequential Council seat and the deferring Councilmember shall serve the subsequent year. Should any Councilmember decline the appointment, the appointment will go to the next sequential Council seat and the deferring Council member will not be appointed until the rotation returns to his/her seat. Should the Councilmember serving as Deputy Mayor vacate his/her Council seat for any reason, the Deputy Mayor appointment will rotate to the next sequential Council seat and the incumbent therein shall complete the unexpired term followed by his/her own term as Deputy Mayor. In the event the Deputy Mayor is serving as Mayor pro-tem pursuant to Article II, Section 3 of the Charter, the Deputy Mayor's position will not rotate until a new Mayor is elected.

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.

Ordinance No. 202Y-12 | Appointment of Deputy Mayor

Page No. 3

SECTION 4. Inclusion in Code

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

SECTION 4. Effective Date

The provisions of this Ordinance shall become effective upon adoption.

Passed on the first reading this 16th day of May, 2022.

PASSED AND ADOPTED on the second reading this DD day of Month, 202Y.

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 16, 2022

FROM: Andrea McCue, City Manager, Administration

SUBJECT: Ordinance 2022-13 Redistricting

BACKGROUND

The boundaries of the City's five (5) voting districts were last updated in 2000. The City has grown significantly over the last 20+ years and a review of the voting districts is necessary to ensure fair apportionment in population within each district.

ANALYSIS

The City contracted with Florida Atlantic University (FAU) in 2021 to conduct an independent review of the City's voting districts based on the population results of the 2020 census. Based on the recommendations from FAU, it is necessary to amend the City's voting districts.

FINANCIAL INFORMATION

Any cost associated with Redistricting will be included in the budget.

LEGAL

The City Attorney has reviewed Ordinance 2022-13 and supporting documents for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff is recommending approval of Ordinance 2022-13.

ORDINANCE NO. 2022-13

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, SECTION 2-146, ENTITLED "VOTING DISTRICTS", OF THE CITY OF GREENACRES CODE OF ORDINANCES, BY REDEFINING THE GEOGRAPHIC BOUNDARIES FOR THE FIVE (5) ESTABLISHED VOTING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the boundaries for the City's five (5) voting districts were last updated on January 1, 2000; and

WHEREAS, due to the significant growth in the City's population over the last 20 years, to ensure fair apportionment in population, it was necessary to review voting district boundaries; and

WHEREAS, the City contracted with Florida Atlantic University (FAU) to conduct an independent review and analysis of the City's voting districts based on the population results of the 2020 census; and

WHEREAS, after review of FAU's analysis and recommendations, the City Council has determined that it is necessary to amend the City's voting districts to ensure compliance with state and federal law; and

WHEREAS, the City Council finds that the Consultant Report: Redistricting Alternatives for the City of Greenacres attached hereto as Exhibit "A" provided for compact, contiguous alternate council voting districts nearly equal in population size; and,

WHEREAS, the City Council finds that adopting this Ordinance, accepting Exhibit "A", and implementing the Council selected alternate voting district map is in the best interest of the citizens and residents of the City.

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

SECTION 1. Chapter 2, Article V, Section 2-146, entitled, "Voting Districts" of the City of Greenacres Code of Ordinances is hereby amended as follows (underlined language is being added; struck language is being deleted):

(1) DISTRICT I. All property north of Nash Trail, west of Military Trail, east of Nautica Isles West PL 3 and south of Boatman Street.

~~DISTRICT I. All property east of the E-3 canal including the entire Pine Ridge III development and the east on half (½) of Pickwick Park.~~

(2) DISTRICT II. All property north of Lake Worth Road to 10th Avenue North, west to include Park Pointe and Lucerne Park and east of Haverhill Road to MODEL LAND CO SUB subdivision.

~~DISTRICT II. All property north of Lake Worth Road, south of Tenth Avenue North, west of the E-3 canal excluding the entire Pine Ridge III development and the east one half (½) of Pickwick Park.~~

(3) DISTRICT III. All property north of 10th Avenue North to Forest Hill Boulevard, south of Cresthaven Boulevard, west to Pinehurst Drive and east to John I. Leonard High School.

~~DISTRICT III. All property north of L-10 canal and west of Jog Road.~~

(4) DISTRICT IV. All property east of Jog Road from Cresthaven Boulevard to Forest Hill Boulevard, including three northwest corner parcels located in the Riverbridge Centre Plaza. All property north of Forest Hill Boulevard.

~~DISTRICT IV. All property north of Tenth Avenue North, east of Jog Road, and west of Sherwood Forest, together with Canalakes and Canalakes replat subdivisions.~~

Ordinance No. 2022-12 | Redistricting

Page No. 3

(5) DISTRICT V. All property north of the L-14 canal, west of the E-3 canal north of Lake Worth Road to the L-11 canal, west of Sherwood Forest Boulevard and Via Poinciana to the west.

~~DISTRICT V. All property south of Lake Worth Road and west of the E-3 canal.~~

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. Inclusion in Code

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

SECTION 5. Effective Date

The provisions of this Ordinance shall become effective upon adoption.

Passed on the first reading this 16th day of May, 2022.

PASSED AND ADOPTED on the second reading this DD day of Month, 202Y.

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 16, 2022

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

SUBJECT: **Ordinance 2022-16, ZTA-21-07**
Art in Public Places

BACKGROUND

A City-initiated request to amend the City's Zoning Code to provide for an art in public places program within the City. The proposed code changes provide the framework for funding the program, the process for approving the artwork, as well as the verification of the artist and artwork. Overall, private development projects will be required to provide art on site or contribute to the city's art impact fund for art on public sites within the city.

The Visioning process provided for a strategic action to provide a citywide program for art in public places. The proposed amendment provides an avenue for providing a basic art in public places program with regulations and funding.

The Land Development Staff has reviewed these text amendments and is recommending approval. The Planning Commission reviewed this staff-initiated text amendment on December 15, 2021, and recommended approval by a vote of 4-0.

ANALYSIS

On June 17, 2019, the City Council adopted Ordinance 2019-18 in order to institute regulations for public spaces that provided criteria for monuments and memorials within the City. The intent was to also provide a location for the creating of an art in public places program for the City.

The current amendments to Article IV, Division 3, provides for Subdivision II, Art in Public Places. The proposed code section will provide regulations for allowing public art projects within the City, creating an art impact fund, setting a requirement for development project to provide art on site or contribute to the city funds, as well as set up the process for reviewing and approving public and private art.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2022-16 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Approval of ZTA-21-07 through the adoption of Ordinance 2022-16.

ZTA-21-07 (Ord. 2022-16)
 Exhibit "A"
 Date: December 8, 2021

Revised: 12/15/2021
05/6/2022

	LAND DEVELOPMENT STAFF REPORT AND RECOMMENDATION
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Subject/Agenda Item:

Ordinance 2022-16: ZTA-21-07 Art in Public Places

First Reading: A City-initiated text amendment to the Zoning Code in order to provide changes to the Public Places division to create an Art in Public Places Program for the City of Greenacres.

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p>Originating Department:</p> <p>Planning & Engineering</p> <p>Project Manager</p> <p>_____</p> <p>Kara L. Irwin-Ferris, AICP</p>	<p>Reviewed By:</p> <p>Director of Planning & Engineering</p> <p>_____</p> <p>Kara L. Irwin-Ferris, AICP</p>
<p>Approved By:</p> <p>City Manager</p> <p>_____</p> <p>Andrea McCue</p>	<p>Public Notice:</p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p>Dates: PC Hearing – 12/2/21</p> <p style="padding-left: 40px;">CC Hearing –</p> <p>Papers: Lake Worth Herald</p> <p>Mailing</p> <p><input type="checkbox"/> Required</p> <p><input checked="" type="checkbox"/> Not Required</p> <p>Notice Distance: _____</p>

<p>Attachments:</p> <ul style="list-style-type: none"> • Ordinance 2022-16 	<p>City Council Action:</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Approve with conditions</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> Continued to: _____</p>
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I. Executive Summary

A City-initiated request to amend the City’s Zoning Code to provide for an art in public places program within the City. The proposed code changes provide the framework for funding the program, the process for approving the artwork, as well as the verification of the artist and artwork. Overall, private development projects will be required to provide art on site or contribute to the city’s art impact fund for art on public sites within the city.

II. Background

The Visioning process provided for a strategic action to provide a citywide program for art in public places. The proposed amendment provides an avenue for providing a basic art in public places program with regulations and funding.

III. Proposed Zoning Code Amendments:

The following Zoning Code regulations are impacted by the proposed Zoning Text Amendments. Text shown in ~~strike through~~ is to be deleted. Text shown in underline is to be added.

Proposed Change #1

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

DIVISION 3. - PUBLIC PLACES

Subdivision I. -Placement of Memorials and Monuments on City Property

[Section 16-651 through 16-655 to remain unchanged and are omitted for brevity]

Secs. 16-656- ~~16-676~~ 16-659. – Reserved.

Subdivision II. –Art in Public Places

Section 16-660. – Purpose.

The city recognizes the importance of public art to enhance our public spaces, promote creativity, enhance community vibrancy, and provide the public with more opportunities to experience public art. The purpose of the public art program is to establish a program for the integration of public art into both public and private spaces throughout the city. Public art will add enormous value to the cultural, aesthetic, and economic vitality of our community. It is a well-accepted principle of urban design that public art contributes to a community's identity, fosters community pride and a sense of belonging, and enhances the quality of life for its residents and visitors. The public art fund is accounted separately from other city monies to support the public art program.

Section 16-661. – Establishment of Art Impact Fee.

(a) All development, redevelopment, reconstruction or remodeling projects commenced after the adoption of this article which have a construction value of \$250,000.00 or greater, shall participate in the Art in Public Places Program by paying an art impact fee. For the purpose of this section, a project will be considered "commenced" when an application for review is first submitted to the city's Development & Neighborhood Services Department. The public art fee shall be equal to one percent (1%) of construction value of the project. The Building Division/Finance Department shall administer the billing and collection of the thirty percent (30%) or (.03) of the one percent (1%) of the public art fee at the time of Building Permit issuance and the seventy percent (70%) or (.07) of the one percent (1%) prior to and as a condition of issuance of the certificate of occupancy that includes the public art. One hundred percent (100%) of the public art fees collected are to be allocated to the Art Impact Fund. All distributions for the Art Impact Fund require the recommendation of the development review committee prior to City Council approval.

(b) The following types of projects are exempt from the payment of the art impact fee:

(1) Remodeling, repair or reconstruction of structures damaged by fire, flood, wind, earthquake or other calamity determined by the City of Greenacres Building Official.

(2) Single-family and two-family in-fill housing.

(3) Normal, routine maintenance including replacement of existing damaged or failing structural or non-structural elements, HVAC, plumbing, electric, or fire detection/suppression equipment of a project not associated with an addition, renovation or new construction.

(4) Remodeling, repair, reconstruction, or additions made after June 6, 2022 to any existing amenity, clubhouse, building, pool, park, playground and/or common area element located within an existing private residential development. This specific exemption applies retroactively to June 6, 2022.

(c) Project owners required to participate in the Art in Public Places Program may obtain reimbursement up to seventy percent (70%) of collected art fee if the following conditions are met:

(1) The owner of a development agrees to follow the City Council's recommendations to develop the art in the project; and

(2) Prior to placement on the development site, has the artwork approved by the City Council to insure that the artwork will be accessible and readily visible to the public based on location of artwork and normal traffic of vehicles/pedestrians in the proposed location; and

(3) Select an artist directly to execute a project that meets specific criteria outlined by the recommendations and guidelines document provided by the City or hire a professional consultant to select artists to commission site-specific, architecturally integrated artworks that meet specific art guidelines; or purchase artworks for permanent installation recommended by the City Council; or elect to purchase an existing artwork or commission an original artwork for donation as a gift to the City of Greenacres' public art collection.

Section 16-662. - Art in public places requirements.

(a) *Application requirements.* The applicant shall provide the information described below and any additional information requested by the development and neighborhood services department necessary to review the application pursuant to the standards of the Code.

- (1) Application forms. The application shall be made on forms provided by the development and neighborhood services department.
- (2) Artist information. Portfolio containing photographs of the artist's existing work, exhibition and sales history, and biography.
- (3) Miscellaneous plans, renderings, and details. Artist's color renderings and/or photographs of proposed artwork; materials sample board; site plan depicting the proposed location of the artwork; landscape plan, if necessary, depicting additional landscaping or modifications to existing landscaping; architectural elevations, if necessary, depicting structures associated with the artwork; lighting location plan and light fixture details; or other information requested by staff, the art in public places advisory board, or the city council. All submittals shall be required to provide an accurate representation of the proposed artwork.
- (b) Violations. Violation of this chapter shall be subject to enforcement as provided in Chapter 2, Article III, Division 2.
- (c) Requirements for art or fee in lieu of art. All new development, except city projects, where total construction costs of all buildings on a project site are equal to or greater than \$250,000.00 shall provide art valued in an amount of 70% of the one percent of the total construction costs, as provided in this section and section 16-663, 30% of the one percent shall be deposited in the city's Art Impact Fund. All buildings within planned developments shall be assessed cumulatively towards the art in public places requirement, even if they are permitted or owned separately. If the aggregate cost of the entire project exceeds the \$250,000.00 threshold, each phase of development shall contribute the required one percent of construction cost towards art in public places for the building project. The art fee for redevelopment of an existing building shall be calculated based on the construction costs of the new development, excluding the assessed value of the existing buildings that are replaced or redeveloped.
- (1) Private development. A private developer may choose either to provide artwork on the project site with a budget of 70% of the one percent fee for art or to contribute one percent of the total construction costs to the city's art impact fund. The city's art impact fund shall be interest bearing with all interest to be retained by the city.
- a. Contribution of art. If the developer chooses to provide artwork, the development review committee shall review the proposed artwork and shall recommend to the city council whether to approve, deny, or approve with conditions the selection and location of the artwork according to the standards of this division. The artwork shall be provided as follows:
1. Deposit of funds. The Building Division/Finance Department shall administer the billing and collection of the thirty percent (30%) of the one percent (1%) of the public art fee at the time of Building Permit issuance to the Art Impact Fund. The developer shall submit documentation to the city showing that a deposit was made in the amount of the 70% of the one percent fee with the developer's attorney into an escrow account in an amount of money equal to 70% of the one percent art fee prior to the issuance of the first building permit. The developer's attorney will furnish the city documentation of the withdrawals for payment of

- art fees in accordance with the terms of the contract between the developer and the artist or artists, or the developer's arts consultants. The developer and/or the developer's attorney will provide the city a final written certification and accounting of the payment of art and consulting fees at the conclusion of the placement of artwork. This certification shall be provided in a manner acceptable to the city.
2. Surplus balance. Any surplus balance existing in the escrow accounts after the developer has installed the required artwork shall be collected by the city. The surplus balance shall be held in a segregated, interest-bearing fund (the "art impact fund"), and shall be used for the provision of additional art work at the construction site or another site within the city. Use of such funds shall be determined by the city council, following a recommendation by the city staff, and shall be in accordance with further provisions of this division.
 3. Artist selection. The selection and commissions of the artists shall be by written contract between the developer and artists.
 4. Art consultant. The developer may utilize up to 12 percent of the required fee to retain an art consultant to assist in the selection and procurement of required artwork; an additional three percent of the required fee shall be used to pay the city for administering the art in public places program. The art consultant shall have no financial relationship with the artist, nor any ownership in artwork purchased by the developer. The artist shall be allowed to act as the art consultant for the art petition but shall be precluded from receiving the art consultant fee.
 5. Construction cost overruns. Prior to the issuance of the final certificate of occupancy for a project, the developer shall submit a revised construction cost certification. If the final cost of the vertical construction for the entire project is higher than the cost figure used to calculate the preliminary art budget, the art budget shall be increased as necessary to equal one percent of the actual defined total vertical construction cost for the project. The art budget shall be revised within 30 calendar days of any such changes. The increase in the art budget due to the final increase of the vertical construction cost for the entire project shall be placed in the city art impact fund or shall be used for the provision of art on site, at the option of the developer.
 6. Appraisal. To establish the value of art submitted to comply with this division, the city may employ an independent art appraiser to provide a written appraisal of the art submitted. Such appraisal will be paid for by the developer as part of the overall art contribution.
 7. Artwork purchased pursuant to the requirements of this section belongs to the property owner and shall be insured and maintained in good condition at all times as determined by the city's code enforcement official. Maintenance shall include any associated landscaping or related improvements. The city has the right to maintain any art it deems improperly maintained and charge the owner the cost of such maintenance, including cost of collection, interest, and attorney's fees.
 8. Unless an alternative deadline is established in a development order, or a time extension is granted by the director of development and neighborhood services, no certificate of occupancy for the project shall be issued until the artwork is installed and the final certification and accounting of the payment of the escrow

fees has been provided. Artwork installed in accordance with this division cannot be altered or removed from the site without approval of the city council.

9. The artist of approved artwork shall grant to the City of Greenacres an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the artwork for city-related purposes, and grant to the city the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the artwork, pursuant to a license that shall be approved by the city attorney. City approval of the artwork shall be deemed to be a grant of the artist for authorization by third parties to review and reproduce documents provided by the artist to the city which are deemed to be public records pursuant to public record laws of the state. The city shall also have the option of referring to the name and title of the artist and artwork in reproductions.
10. Review by the development review committee.
 - A. *Workshop.* The applicant shall appear before the development review committee in order to receive guidance in the initial stages of the review. In this case, the applicant shall choose between two types of review described below:
 - i. The applicant may appear before the committee in order to receive more detailed direction, if the applicant does not have a set direction, prior to receiving a final recommendation by the committee. The applicant is strongly encouraged to submit the portfolios of up to three artists. The portfolios shall contain photographs of the artists' existing works, as well as the artists' biographies; or
 - ii. The applicant may have a set direction regarding the artwork and may appear before the committee for preliminary comments prior to receiving the committee's final recommendation. The applicant shall submit the portfolio of the proposed artist which shall contain photographs of the artist's existing works, as well as the artist's biography.
 - B. *Criteria for review of artwork by the committee.* In making its recommendation to the city council, the committee shall consider the quality of the artwork; the exhibition and sales history of the artist; the artist's works in public collections and previous public art purchases or commissions; the ability of the artist to complete the project within a specified schedule; and the compliance with the standards of this division.
 - C. *Guidelines.* The development review committee may adopt art in public places implementation guidelines to assist both the public and private sector planning activities.
11. Review by staff. In making recommendations to the development review committee and to the city council, staff shall consider the standards of this division in association with sound planning principles.
12. In the case of redevelopment of a property which has contributed artwork on the site pursuant to this article, the artwork may be replaced, at the option of the

developer, with new artwork pursuant to this article, or the existing artwork may remain on the site. In the latter case, the value of the existing artwork and its placement must comply with this article as if it were new artwork.

- b. *Fee in lieu of artwork.* Instead of providing artwork on the project site, a developer may choose to contribute one (1) percent of the total construction costs as the required art fee. If the contribution is made, the contribution shall be placed in the city's art impact fund and used as provided in subsection 16-662(c)(2). The contributor shall have no input in the use of such funds.
- (2) *Art impact fund.* When the developer provides a fee in lieu of artwork pursuant to subsection 16-662(c)(1)b. and pays the 30% of the one percent when providing art on site, the following shall apply to the use of the funds:
- a. The fee shall be placed in the city's art impact fund. Funds from the art impact fund may be spent anywhere in the city, and such funds may be spent on any art or art-related costs such as, but not limited to, lighting, consulting, landscaping, aesthetic features or enhancements, maintenance of art work, and to promote public art and the public art process in the city.
- b. Artist selection. The city council may choose either to select an artist through a call-to-artist process or to procure works of art through commission via written contract with a specific artist for a specific work of art.
- i. *Call to artists.* If a preferred artist has not been determined, the city may issue a call to artists to procure a work or works of art. A selection committee will review the submitted proposals and shall select at least two finalists for consideration by the city council. The city council shall review the finalists' proposals and make a final determination on the selection and commission of the artist and the artwork. The selection and commission of the artist and artwork shall be by written contract between the city and the artist. Final decision-making authority regarding the artwork and artist shall be at the sole discretion of the city council.
- ii. *Artist/artwork selection.* The city may utilize funds allocated from the art impact fund to retain a specific artist for a specific artwork on city-owned land, a city-owned building, a facility that is leased or rented by the city or on any property where the city has granted permission by the property owner. The selection and commission of the artist and artwork shall be by written contract between the city and artist. Final decision-making authority regarding the artwork and artist shall be at the sole discretion of the city council.
- iii. *Contracts for artwork.* Artists, as a part of any commission or contract with the city for the provision of artwork, shall be required to submit to the city a "maintenance and inventory sheet," which shall include an annual cost estimate for the annual maintenance necessary in order to properly preserve and maintain the artwork in substantially the same condition that it was in when accepted by the city.
- c. Use of purchased art. All artwork purchased by the city-required art fee contribution shall be displayed on city-owned land, a city-owned building, or a city-leased or rented facility unless otherwise approved by the city. The artwork shall be displayed

in a visually accessible location, which shall be suitable to the design of the site, in order for the public to receive the most enjoyment and benefit from the art.

- d. Art consultant. The city may utilize funds allocated from the art account to retain an art consultant. The artist shall be allowed to act as the art consultant but shall be precluded from receiving the art consultant fee.
- e. Proper insurance coverage shall be maintained by the city on artwork purchased with funds generated by this article or on artwork whose ownership has been transferred to the city. The artwork owned by the city shall be maintained by the city.
- f. Maintenance of artwork. The art impact fund shall be utilized to cover the costs of acquiring and maintaining public works of art purchased for display on city-owned, -leased, or -rented property/buildings, or on any property where the city has been granted permission by the property owner.
 - i. Art impact maintenance fund. The city council shall designate portions of the art impact fund in order to provide for the maintenance and upkeep of all publicly-owned works of art in order to ensure that proper preservation and maintenance is provided.
 - ii. Art maintenance requirement. When the city council approves the acquisition of a public work of art, the city council shall designate funds from the art impact fund dedicated to the continual maintenance and preservation of the subject work of art for a period of no less than 25 years.
 - iii. Maintenance funds. Maintenance funds may be expended to cover any and all expenses reasonably associated with the maintenance and preservation of public works of art.

Sec. 16-663. - Standards for artwork.

- (a) Artwork shall be displayed in a visually accessible location, which shall be suitable to the design of the site, in order for the public to receive the most enjoyment and benefit from the art.
- (b) Artwork shall be integrated into the overall planning and design for a structure or project and shall be compatible with the intent and purpose of the structure at which the work or works are located.
- (c) Artwork shall be integrated into the overall landscaping plan, and landscaping shall be utilized to enhance the visibility of such works.
- (d) Artwork shall be lighted at a minimum from dusk until midnight. The lighting shall be designed and located in order to prevent excessive lighting, energy waste, glare, light trespass, and sky glow.
- (e) Artwork installed pursuant to the division cannot be altered or removed from the site without approval of the city council.
- (f) Maintenance. Artwork shall be maintained in good condition at all times, including any associated landscaping or related improvements.
- (g) All artwork purchased from the art impact fund shall be displayed on city-owned land, a city-owned building, or a city-leased or -rented facility.
- (h) Zoning and building consideration. Consideration shall be given to project zoning. Permits and building approval shall be obtained, when necessary, and shall be in compliance with the

Florida Building Code, the National Electric Code, and the previously-approved plans by city council.

Sec. 16-664. - Definitions of art.

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

Art, artwork, or works of art means all tangible creations by artists exhibiting the highest quality of skill and aesthetic principles, and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, painting, sculpture, fountains, engraving, carving, frescos, mobiles, murals, collages, mosaics, bas-reliefs, tapestries, photographs, drawings, artist-designed seating, or other functional art pieces and collaborative design projects between architects and/or landscape architects and artists, together with all hard costs and soft costs such as, but not limited to, lighting, landscaping, or other aesthetic effects or enhancements integrated with the art and approved by the growth management administrator. The city council shall not consider for approval art objects which are mass-produced in unlimited quantities. Artwork may include, but is not limited to:

- (1) Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
- (2) Murals or portable paintings: In any material or variety of materials.
- (3) Fiber works, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including: Light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
- (4) Furnishings or fixtures, including, but not limited to: gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
- (5) Culturally significant elements.
- (6) Temporary artwork or installations, that serve the purpose of providing community and educational outreach.

Ineligible artwork. The following shall not be considered artwork:

- (1) Art objects which are mass produced or of standard manufacture, such as playground equipment, fountains, statuary elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.
- (2) Reproductions, by mechanical or other means, of original artwork, except in the cases of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.
- (3) Decorative, ornamental, architectural, or functional elements of the architecture or landscape design which are designed by the building architect, as opposed to elements created by an artist commissioned for that purpose. Such elements may be considered artwork when commissioned from an artist as an integral aspect of the structure or site.

(4) Commercial expression, including design elements related to the visual identity of a developer or occupant of a building such as a logo, trademark iconography, color scheme or theme, even if created by an artist.

(5) Services or utilities necessary to operate and maintain an artwork over time.

Development, as it pertains to art means any project to construct or remodel any private or public development, except residential and/or residential components of mixed-use development, or any portion thereof within the limits of the city, where total construction costs equal or exceed two hundred and fifty thousand dollars (\$250,000.00).

Remodeling or conversion, as it pertains to art means alterations made to a building within any twelve month period, including, but not limited to, changes to the facade of a building, changes to the interior of a building, increases or decreases in the floor area of a building and changes to exterior improvements.

Secs. 16-665—16-676. - Reserved.

[Sections 16-578 through 16-589 to remain unchanged and are omitted for brevity]

* * * * *

III. Staff Analysis:

On June 17, 2019, the City Council adopted Ordinance 2019-18 in order to institute regulations for public spaces that provided criteria for monuments and memorials within the City. The intent was to also provide a location for the creating of an art in public places program for the City.

The current amendments to Article IV, Division 3, provides for Subdivision II, Art in Public Places. The proposed code section will provide regulations for allowing public art projects within the City, creating an art impact fund, setting a requirement for development project to provide art on site or contribute to the city funds, as well as set up the process for reviewing and approving public and private art in the city.

Land Development Staff Comments:

The petition was reviewed by the Land Development Staff on November 12, 2021 and recommended for approval.

- Planning and Engineering Department: No objections.
- Building Department: No objections.
- PBSO District 16: No objections.
- Fire Rescue Department: No objections.
- Public Works Department: No objections.

IV. Zoning Text Amendment Criteria:

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

The principal intent of these proposed text amendments to the Zoning Code is to create an Art in Public Places program for the City. The proposed amendment will provide for a funding source and regulations for the placement of art on public and private properties in the city.

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

The proposed amendments are consistent with the City's Comprehensive Plan and will further the purposes of the City's Zoning Code regulations and other City codes. The change promotes and improves the public health, safety, comfort, good order, appearance and general welfare of the citizens of the city.

V. Staff Recommendation:

Approval of ZTA-21-07 through the adoption of Ordinance 2022-16.

PLANNING COMMISSION RECOMMENDATION – December 15, 2021

The Planning Commission on a motion made by Commissioner Edmundson and seconded by Commissioner Robarts, by a vote of four (4) to zero (0) recommended approval of Zoning Text Amendment *ZTA-21-07 (Art in Public Places)* as presented by staff.

CITY COUNCIL ACTION First Reading –

CITY COUNCIL ACTION Second Reading –

ORDINANCE NO. 2022-16

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ARTICLE IV, SUPPLEMENTAL DISTRICT REGULATIONS, AMENDING DIVISION 3. PUBLIC PLACES; TO ADD SUBDIVISION II. ART IN PUBLIC PLACES; CREATING A 1% ART IN PUBLIC PLACES PROGRAM FOR CITY BEAUTIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres acknowledges the important part the arts play in the lives of its residents and visitors; and

WHEREAS, the City of Greenacres prides itself in its projects and programs in the visual and performing arts; and

WHEREAS, private developments in the city of Greenacres affect the physical and cultural environment of the city of Greenacres, its residents and visitors; and

WHEREAS, the quality of life in the city of Greenacres should be further enhanced by including a 1% allocation of funds for Art in Public Places projects for private development as part of the construction budget for certain private developments; and

WHEREAS, the objective of this ordinance is to enable the city of Greenacres to preserve its artistic heritage, to promote a community environment which provides equal and abundant opportunity for exposure to culture and fine arts in all forms, and to bring works of art into the urban landscape with the hope that directly or indirectly these works of art shall humanize, beautify, and refine the lives of its people.

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

Ordinance No. 2022-16 | Art in Public Places

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GREENACRES, FLORIDA, THAT:

SECTION 1. Section 1. Chapter 16, Article IV, Division 3. Public Places is herel amended as follows:

* * * * *
[Section 16-651 through 16-655 to remain unchanged and are omitted for brevity]

Secs. 16-656- 16-676 16-659. – Reserved.

Subdivision II. –Art in Public Places

Section 16-660. – Purpose.

The city recognizes the importance of public art to enhance our public spaces, promote creativity, enhance community vibrancy, and provide the public with more opportunities to experience public art. The purpose of the public art program is to establish a program for the integration of public art into both public and private spaces throughout the city. Public art will add enormous value to the cultural, aesthetic, and economic vitality of our community. It is a well-accepted principle of urban design that public art contributes to a community's identity, fosters community pride and a sense of belonging, and enhances the quality of life for its residents and visitors. The public art fund is accounted separately from other city monies to support the public art program.

Section 16-661. – Establishment of Art Impact Fee.

(a) All development, redevelopment, reconstruction or remodeling projects commenced after the adoption of this article which have a construction value of \$250,000.00 or greater, shall participate in the Art in Public Places Program by paying an art impact fee. For the purpose of this section, a project will be considered "commenced" when an application for review is first submitted to the city's Development & Neighborhood Services Department. The public art fee shall be equal to one percent (1%) of construction value of the project. The Building Division/Finance Department shall administer the billing and collection of the thirty percent (30%) or (.03) of the one percent (1%) of the public art fee at the time of Building Permit issuance and the seventy percent (70%) or (.07) of the one percent (1%) prior to and as a condition of issuance of the certificate of occupancy that includes the public art. One hundred percent (100%) of the public art fees collected are to be allocated to the Public art fee. All distributions for the Public art fee require the recommendation of the development review committee prior to City Council approval.

(b) The following types of projects are exempt from the payment of the art impact fee:

(1) Remodeling, repair or reconstruction of structures damaged by fire, flood, wind, earthquake or other calamity determined by the City of Greenacres Building Official.

(2) Single-family and two-family in-fill housing.

(3) Normal, routine maintenance including replacement of existing damaged or failing structural or non-structural elements, HVAC, plumbing, electric, or fire detection/suppression equipment of a project not associated with an addition, renovation or new construction.

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(4) Remodeling, repair, reconstruction, or additions made after June 6, 2022 to any existing amenity, clubhouse, building, pool, park, playground and/or common area element located within an existing private residential development. This specific exemption applies retroactively to June 6, 2022.

(c) Project owners required to participate in the Art in Public Places Program may obtain reimbursement up to seventy percent (70%) of collected art fee if the following conditions are met:

(1) The owner of a development agrees to follow the City Council's recommendations to develop the art in the project; and

(2) Prior to placement on the development site, has the artwork approved by the City Council to insure that the artwork will be accessible and readily visible to the public based on location of artwork and normal traffic of vehicles/pedestrians in the proposed location; and

(3) Select an artist directly to execute a project that meets specific criteria outlined by the recommendations and guidelines document provided by the City or hire a professional consultant to select artists to commission site- specific, architecturally integrated artworks that meet specific art guidelines; or purchase artworks for permanent installation recommended by the City Council; or elect to purchase an existing artwork or commission an original artwork for donation as a gift to the City of Greenacres' public art collection.

Section 16-662. - Art in public places requirements.

(a) *Application requirements.* The applicant shall provide the information described below and any additional information requested by the development and neighborhood services department necessary to review the application pursuant to the standards of the Code.

(1) *Application forms.* The application shall be made on forms provided by the development and neighborhood services department.

(2) *Artist information.* Portfolio containing photographs of the artist's existing work, exhibition and sales history, and biography.

(3) *Miscellaneous plans, renderings, and details.* Artist's color renderings and/or photographs of proposed artwork; materials sample board; site plan depicting the proposed location of the artwork; landscape plan, if necessary, depicting additional landscaping or modifications to existing landscaping; architectural elevations, if necessary, depicting structures associated with the artwork; lighting location plan and light fixture details; or other information requested by staff, the art in public places advisory board, or the city council. All submittals shall be required to provide an accurate representation of the proposed artwork.

(b) *Violations.* Violation of this chapter shall be subject to enforcement as provided in Chapter 2, Article III, Division 2.

(c) *Requirements for art or fee in lieu of art.* All new development, except city projects, where total construction costs of all buildings on a project site are equal to or greater than \$250,000.00 shall provide art valued in an amount of 70% of the one percent of the total construction costs, as provided in this section and section 16-663, 30% of the one percent shall be deposited in the city's Public art fee. All buildings within planned developments shall be assessed cumulatively towards the art in public places requirement, even if they are

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permitted or owned separately. If the aggregate cost of the entire project exceeds the \$250,000.00 threshold, each phase of development shall contribute the required one percent of construction cost towards art in public places for the building project. The art fee for redevelopment of an existing building shall be calculated based on the construction costs of the new development, excluding the assessed value of the existing buildings that are replaced or redeveloped.

(1) *Private development.* A private developer may choose either to provide artwork on the project site with a budget of 70% of the one percent fee for art or to contribute one percent of the total construction costs to the city's Public art fee. The city's Public art fee shall be interest bearing with all interest to be retained by the city.

a. *Contribution of art.* If the developer chooses to provide artwork, the *development review committee* shall review the proposed artwork and shall recommend to the city council whether to approve, deny, or approve with conditions the selection and location of the artwork according to the standards of this division. The artwork shall be provided as follows:

1. *Deposit of funds.* The Building Division/Finance Department shall administer the billing and collection of the thirty percent (30%) of the one percent (1%) of the public art fee at the time of Building Permit issuance to the Public art fee. The developer shall submit documentation to the city showing that a deposit was made in the amount of the 70% of the one percent fee with the developer's attorney into an escrow account in an amount of money equal to 70% of the one percent art fee prior to the issuance of the first building permit. The developer's attorney will furnish the city documentation of the withdrawals for payment of art fees in accordance with the terms of the contract between the developer and the artist or artists, or the developer's arts consultants. The developer and/or the developer's attorney will provide the city a final written certification and accounting of the payment of art and consulting fees at the conclusion of the placement of artwork. This certification shall be provided in a manner acceptable to the city.
2. *Surplus balance.* Any surplus balance existing in the escrow accounts after the developer has installed the required artwork shall be collected by the city. The surplus balance shall be held in a segregated, interest-bearing fund (the "Public art fee"), and shall be used for the provision of additional art work at the construction site or another site within the city. Use of such funds shall be determined by the city council, following a recommendation by the city staff, and shall be in accordance with further provisions of this division.
3. *Artist selection.* The selection and commissions of the artists shall be by written contract between the developer and artists.
4. *Art consultant.* The developer may utilize up to 12 percent of the required fee to retain an art consultant to assist in the selection and procurement of required artwork; an additional three percent of the required fee shall be used to pay the city for administering the art in public places program. The art consultant shall have no financial relationship with the artist, nor any ownership in artwork purchased by the developer. The artist shall be allowed to act as the art consultant for the art petition but shall be precluded from receiving the art consultant fee.

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5. Construction cost overruns. Prior to the issuance of the final certificate of occupancy for a project, the developer shall submit a revised construction cost certification. If the final cost of the vertical construction for the entire project is higher than the cost figure used to calculate the preliminary art budget, the art budget shall be increased as necessary to equal one percent of the actual defined total vertical construction cost for the project. The art budget shall be revised within 30 calendar days of any such changes. The increase in the art budget due to the final increase of the vertical construction cost for the entire project shall be placed in the city Public art fee or shall be used for the provision of art on site, at the option of the developer.
6. Appraisal. To establish the value of art submitted to comply with this division, the city may employ an independent art appraiser to provide a written appraisal of the art submitted. Such appraisal will be paid for by the developer as part of the overall art contribution.
7. Artwork purchased pursuant to the requirements of this section belongs to the property owner and shall be insured and maintained in good condition at all times as determined by the city's code enforcement official. Maintenance shall include any associated landscaping or related improvements. The city has the right to maintain any art it deems improperly maintained and charge the owner the cost of such maintenance, including cost of collection, interest, and attorney's fees.
8. Unless an alternative deadline is established in a development order, or a time extension is granted by the director of development and neighborhood services, no certificate of occupancy for the project shall be issued until the artwork is installed and the final certification and accounting of the payment of the escrow fees has been provided. Artwork installed in accordance with this division cannot be altered or removed from the site without approval of the city council.
9. The artist of approved artwork shall grant to the City of Greenacres an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the artwork for city-related purposes, and grant to the city the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the artwork, pursuant to a license that shall be approved by the city attorney. City approval of the artwork shall be deemed to be a grant of the artist for authorization by third parties to review and reproduce documents provided by the artist to the city which are deemed to be public records pursuant to public record laws of the state. The city shall also have the option of referring to the name and title of the artist and artwork in reproductions.
10. Review by the development review committee.
 - A. Workshop. The applicant shall appear before the development review committee in order to receive guidance in the initial stages of the review. In this case, the applicant shall choose between two types of review described below:
 - i. The applicant may appear before the committee in order to receive more detailed direction, if the applicant does not have a set direction, prior to receiving a final recommendation by the committee. The applicant is strongly encouraged to submit the portfolios of up to three artists. The portfolios shall contain photographs of the artists' existing works, as well as the artists' biographies; or

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- ii. The applicant may have a set direction regarding the artwork and may appear before the committee for preliminary comments prior to receiving the committee's final recommendation. The applicant shall submit the portfolio of the proposed artist which shall contain photographs of the artist's existing works, as well as the artist's biography.
 - B. Criteria for review of artwork by the committee. In making its recommendation to the city council, the committee shall consider the quality of the artwork; the exhibition and sales history of the artist; the artist's works in public collections and previous public art purchases or commissions; the ability of the artist to complete the project within a specified schedule; and the compliance with the standards of this division.
 - C. Guidelines. The development review committee may adopt art in public places implementation guidelines to assist both the public and private sector planning activities.
- 11. Review by staff. In making recommendations to the development review committee and to the city council, staff shall consider the standards of this division in association with sound planning principles.
- 12. In the case of redevelopment of a property which has contributed artwork on the site pursuant to this article, the artwork may be replaced, at the option of the developer, with new artwork pursuant to this article, or the existing artwork may remain on the site. In the latter case, the value of the existing artwork and its placement must comply with this article as if it were new artwork.
 - b. Fee in lieu of artwork. Instead of providing artwork on the project site, a developer may choose to contribute one (1) percent of the total construction costs as the required art fee. If the contribution is made, the contribution shall be placed in the city's Public art fee fund and used as provided in subsection 16-662(c)(2). The contributor shall have no input in the use of such funds.
- (2) Public Art Fee Fund. When the developer provides a fee in lieu of artwork pursuant to subsection 16-662(c)(1)b. and pays the 30% of the one percent when providing art on site, the following shall apply to the use of the funds:
 - a. The fee shall be placed in the city's Public art fee fund. Funds from the public art fee fund may be spent anywhere in the city, and such funds may be spent on any art or art-related costs such as, but not limited to, lighting, consulting, landscaping, aesthetic features or enhancements, maintenance of art work, and to promote public art and the public art process in the city.
 - b. Artist selection. The city council may choose either to select an artist through a call-to-artist process or to procure works of art through commission via written contract with a specific artist for a specific work of art.
 - i. Call to artists. If a preferred artist has not been determined, the city may issue a call to artists to procure a work or works of art. A selection committee will review the submitted proposals and shall select at least two finalists for consideration by the city council. The city council shall review the finalists'

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- proposals and make a final determination on the selection and commission of the artist and the artwork. The selection and commission of the artist and artwork shall be by written contract between the city and the artist. Final decision-making authority regarding the artwork and artist shall be at the sole discretion of the city council.
- ii. *Artist/artwork selection.* The city may utilize funds allocated from the Public art fee to retain a specific artist for a specific artwork on city-owned land, a city-owned building, a facility that is leased or rented by the city or on any property where the city has granted permission by the property owner. The selection and commission of the artist and artwork shall be by written contract between the city and artist. Final decision-making authority regarding the artwork and artist shall be at the sole discretion of the city council.
- iii. *Contracts for artwork.* Artists, as a part of any commission or contract with the city for the provision of artwork, shall be required to submit to the city a "maintenance and inventory sheet," which shall include an annual cost estimate for the annual maintenance necessary in order to properly preserve and maintain the artwork in substantially the same condition that it was in when accepted by the city.
- c. Use of purchased art. All artwork purchased by the city-required art fee contribution shall be displayed on city-owned land, a city-owned building, or a city-leased or rented facility unless otherwise approved by the city. The artwork shall be displayed in a visually accessible location, which shall be suitable to the design of the site, in order for the public to receive the most enjoyment and benefit from the art.
- d. Art consultant. The city may utilize funds allocated from the art account to retain an art consultant. The artist shall be allowed to act as the art consultant but shall be precluded from receiving the art consultant fee.
- e. Proper insurance coverage shall be maintained by the city on artwork purchased with funds generated by this article or on artwork whose ownership has been transferred to the city. The artwork owned by the city shall be maintained by the city.
- f. Maintenance of artwork. The Public art fee fund shall be utilized to cover the costs of acquiring and maintaining public works of art purchased for display on city-owned, -leased, or -rented property/buildings, or on any property where the city has been granted permission by the property owner.
- i. *Art impact maintenance fund.* The city council shall designate portions of the Public art fee fund in order to provide for the maintenance and upkeep of all publicly-owned works of art in order to ensure that proper preservation and maintenance is provided.
- ii. *Art maintenance requirement.* When the city council approves the acquisition of a public work of art, the city council shall designate funds from the public art fee fund dedicated to the continual maintenance and preservation of the subject work of art for a period of no less than 25 years.
- iii. *Maintenance funds.* Maintenance funds may be expended to cover any and all expenses reasonably associated with the maintenance and preservation of public works of art.

Sec. 16-663. - Standards for artwork.

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- (a) Artwork shall be displayed in a visually accessible location, which shall be suitable to the design of the site, in order for the public to receive the most enjoyment and benefit from the art.
- (b) Artwork shall be integrated into the overall planning and design for a structure or project and shall be compatible with the intent and purpose of the structure at which the work or works are located.
- (c) Artwork shall be integrated into the overall landscaping plan, and landscaping shall be utilized to enhance the visibility of such works.
- (d) Artwork shall be lighted at a minimum from dusk until midnight. The lighting shall be designed and located in order to prevent excessive lighting, energy waste, glare, light trespass, and sky glow.
- (e) Artwork installed pursuant to the division cannot be altered or removed from the site without approval of the city council.
- (f) Maintenance. Artwork shall be maintained in good condition at all times, including any associated landscaping or related improvements.
- (g) All artwork purchased from the Public art fee shall be displayed on city-owned land, a city-owned building, or a city-leased or -rented facility.
- (h) Zoning and building consideration. Consideration shall be given to project zoning. Permits and building approval shall be obtained, when necessary, and shall be in compliance with the Florida Building Code, the National Electric Code, and the previously-approved plans by city council.

Sec. 16-664. - Definitions of art.

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

Art, artwork, or works of art means all tangible creations by artists exhibiting the highest quality of skill and aesthetic principles, and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, painting, sculpture, fountains, engraving, carving, frescos, mobiles, murals, collages, mosaics, bas-reliefs, tapestries, photographs, drawings, artist-designed seating, or other functional art pieces and collaborative design projects between architects and/or landscape architects and artists, together with all hard costs and soft costs such as, but not limited to, lighting, landscaping, or other aesthetic effects or enhancements integrated with the art and approved by the growth management administrator. The city council shall not consider for approval art objects which are mass-produced in unlimited quantities. Artwork may include, but is not limited to:

- (1) Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
- (2) Murals or portable paintings: In any material or variety of materials.
- (3) Fiber works, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including: Light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.

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- (4) Furnishings or fixtures, including, but not limited to: gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
- (5) Culturally significant elements.
- (6) Temporary artwork or installations, that serve the purpose of providing community and educational outreach.

Ineligible artwork. The following shall not be considered artwork:

- (1) Art objects which are mass produced or of standard manufacture, such as playground equipment, fountains, statuary elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.
- (2) Reproductions, by mechanical or other means, of original artwork, except in the cases of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.
- (3) Decorative, ornamental, architectural, or functional elements of the architecture or landscape design which are designed by the building architect. as opposed to elements created by an artist commissioned for that purpose. Such elements may be considered artwork when commissioned from an artist as an integral aspect of the structure or site.
- (4) Commercial expression, including design elements related to the visual identity of a developer or occupant of a building such as a logo, trademark iconography, color scheme or theme, even if created by an artist.
- (5) Services or utilities necessary to operate and maintain an artwork over time.

Development, as it pertains to art means any project to construct or remodel any private or public development, except residential and/or residential components of mixed-use development, or any portion thereof within the limits of the city, where total construction costs equal or exceed two hundred and fifty thousand dollars (\$250,000.00).

Remodeling or conversion, as it pertains to art means alterations made to a building within any twelve month period, including, but not limited to, changes to the facade of a building, changes to the interior of a building, increases or decreases in the floor area of a building and changes to exterior improvements.

Secs. 16-665—16-676. - Reserved.

[Sections 16-578 through 16-589 to remain unchanged and are omitted for brevity]

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

SECTION 5. Effective Date

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

Passed on the first reading this 16th day of May, 2022.

PASSED AND ADOPTED on the second reading this DD day of Month, 202Y.

Joel Flores, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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: May 16, 2022

FROM: Andrea McCue, City Manager, Administration

SUBJECT: Resolution 2022-27 Acquisition of Property

BACKGROUND

The City has grown significantly over the last 20 years resulting in the need to expand services to maintain expected level of service.

ANALYSIS

Based on a review of areas within the City with available land and target locations where expanded City services are most needed, the City has made an offer to acquire two parcels at 553 and 557 Jackson Avenue.

FINANCIAL INFORMATION

Sale price for the two parcels is \$425,000. Appraised value for the two parcels is \$490,000

LEGAL

The contract of sale has been reviewed by the City Attorney for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff is recommending the City Council approve the acquisition of property and authorize appropriate City staff to execute all closing documents.

RESOLUTION NO. 2022-27

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE PURCHASE OF LAND; PROVIDING FOR AUTHORIZATION FOR CITY STAFF TO EXECUTE ALL CLOSING DOCUMENTS AND AN EFFECTIVE DATE

WHEREAS, the City has grown significantly over the last 20 years; and

WHEREAS, to ensure that the City is meeting the needs of the growing community, expansion of City services is necessary; and

WHEREAS, the City has entered into an option contract for the purchase of two parcels in the City at (553 and 557 Jackson Avenue) to provide for future growth needs; and

WHEREAS, all conditions set forth in section 166.045, Florida Statute, for the property acquisition have been satisfied including obtaining a certified appraisal, which establishes that the purchase prices is fair and reasonable; and,

WHEREAS, the City Council has determined that approving the option contract for the property acquisition is in the best interests 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 authorizes the purchase of parcels identified herein to address future needs of the City.

SECTION 2. The City Council further authorizes the appropriate City officials to execute all necessary closing documents related to the purchase of the parcels.

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

RESOLVED AND ADOPTED this 15th of day of May 2022

Voted:

Joel Flores, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, District II

Voted:

Judith Dugo, Council Member, District III

Voted:

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



Department Report

MEETING DATE: May 16, 2022
FROM: Michele Thompson, Director, Community & Recreation Services
SUBJECT: Community & Recreation Services Dept. **April Report**

ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY2022 TO DATE	FY 2022 BUDGET
No. of Contracts Executed	0	0	2
No. of Collaborative Partnerships	5	12	22
No. of Vendor/Independent Contractor Agreements	7	25	18
No. of Educational Scholarship Applications	14	19	14
No. of Community Events Coordinated	1	3	8
No. of Event Participants	5,000	13,000	28,000
No. of Little Free Libraries (LFL)*/Story Walk	0	24/2	30/2
No. of Business Sponsorships	5	22	17

FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY2022 TO DATE	FY 2022 BUDGET
Fields/Concession Stands	108	650	550
Pavilions	47	248	350
Center Facility	75 ¹	451 ¹	1,100
Monthly Center Attendance	3,270	18,665	N/A

¹ 70 Additional Free Rentals: **23** Gym -YP/BR Dance/Tai Chi., **7** Banquet Room -Conversation Series/Palm Springs/PBSO/HOAs/L.O.C./A.S. Training, **1** Room 1 -L.O.C., **13** Room 3 -Senior Social, **4** Room 4 -Seniors Movie/AARP/L.O.C., **1** SJF Com. Park -Egg'stravaganza, **21** Freedom Park Large -Tai Chi Classes.

REVENUE

FACILITY RENTALS REVENUE	THIS PERIOD	FY2022 TO DATE	FY2022 PROJECTED
Rental Revenue Generated	\$15,560.76	\$86,709.52	\$134,000

ATHLETICS

YOUTH ATHLETICS	THIS PERIOD	FY2022 TO DATE	FY2022 PROJECTED
Co-ed Fall Soccer (9/13/21-12/10/21)	-	158	160
Co-ed Spring Soccer	-	200	175
Co-ed Winter Basketball (12/6/21-3/10/22) • Registration Period 9/7/21 – 11/2/21	-	100	160
Co-ed Summer Basketball Skills Camp	-	-	40

COMMUNITY SERVICES

CROS MINISTRIES FOOD PANTRY DATES	NO. OF HOUSEHOLDS	NO. OF INDIVIDUALS
February 10 th & 24 th	36/41	98/16
March	33/cancelled	79/cancelled
April	37/cancelled	79/cancelled
TOTAL YTD	265	852

COVID TESTING BY BLUE MED CONSULTANTS	NO. TESTED	TOTAL YTD
February	258	5,154
March	267	5,421
April	158	5,579
MOBILE COVID VACCINATION UNIT	NO. VACCINATED	TOTAL YTD
December	32	32

SENIOR PROGRAMS

SENIOR SOCIAL	SPONSORS	NO. OF PARTICIPANTS YTD
Games/Bingo/Special Events Mon., Wed., Fri. (3x15)	Humana, Cano Medical, Prominence Health, Dedicated Senior, PBSO, Devoted Health Plans, Absolute Best Insurance	276
Thanksgiving Luncheon	State Farm, Robling Arch, Humana, Frank Miller, DJ Bobby, The Glasser Family	45

FY22 EVENTS & SPONSORSHIPS

EVENTS	SPONSORS/PARTNERS	FY2022 EXPENSE	FY2022 ATTENDEES
Holiday in the Park (12/4/21)	Greenacres Nissan, Ed's Foods, Waste Management, PepsiCo, Tapatia, Humana, Dedicated Sr., Sunshine Health, and BlueMed	\$14,828	5,500
Fiesta de Pueblo (1/8/22) March 5 th	Co-Sponsored w/ FdP, Inc.	\$2,268	
Artzy Eve. at City Hall (1/22/22)	Cancelled	\$3,527	
Daddy Daughter Dance (2/19/22)	Postponed June 4 th The Glasser family	\$3,560	
Egg'stravaganza (4/16/22)	Waste Management; Nissan; Dedicated Sr. Med. Ctr.; Lily V. State Farm; The Glasser family; Ed's & Tapatia	\$13,655	5,000
Rock-n-Roll Sunday	Cancelled	\$1,598	
Ignite the Night (7/4/22)	Waste Management = \$4,000	\$39,165	
<i>Back2School</i> Supply Distribution (July)		\$6,200	



Department Report

MEETING DATE: May 16, 2022

FROM: Kara L. Irwin-Ferris, Director of Development & Neighborhood Services

SUBJECT: April 1, 2022 through April 30, 2022

Development & Neighborhood Services

Planning & Engineering

NEW CASES

ZTA-22-05

A City-initiated request for a text amendment to add Adult Entertainment to zoning districts.

ZTA-22-06

A City-initiated request for a text amendment that require gated communities within the City of Greenacres to install Knox-Boxes and/or Click2Enter Systems per decision of the city's fire chief.

ZTA-22-07

A City-initiated request for a text amendment to amend the final and preliminary plat procedures.

ZTA-22-08

City-initiated zoning text amendment to require all fees owed the City to be paid prior to issuance of a Business Tax Receipt.

Church of God 7th Day of Palm Beach

A request by the applicant for a site plan amendment (SP-08-01C) to change the metal roof to asphalt shingle due to cost constraints. The site is located at 3535 S. Jog Road. (Scheduled for the DRC meetings April 14 and April 21, 2022. Scheduled for City Council on May 2, 2022)

CURRENT PLANNING CASES

ALFA-G Arcade

A request by the owner for a request for a special exception (SE-21-01) to allow an indoor amusement in a commercial zoning district. The site is located at 3757 S. Military Trail. (Item was tabled until appropriate permits are filed)

ANX-08-01

Annexation into the City of various road rights-of-way per Interlocal Annexation Agreement (ANX-07-05). (Staff review)

ANX-20-03 4180 S. Jog Road (Lake Worth Plaza West Shopping Center)

A request by the owner for a voluntary annexation (ANX-20-03) for one parcel of land totaling approximately 27.14 acres. The site is located at 4180 S. Jog Road. The City has been negotiating an Interlocal Service Boundary Agreement with Palm Beach County, in accordance with Florida Statutes to facilitate the annexation of the plaza and the outparcels. Staff has received an Agreement from Palm Beach County and has started the adoption process.

Bethesda Tabernacle

A request by the owner for a request for a site and development plan approval (SP-99-04B) to modify the previously approved site plan and a special exception (SE-21-02) to for a house of worship and develop a 16,459 square foot House of Worship use and accessory uses at 4901 Lake Worth Road. . (Resubmittal received on March 15, 2022 and is under staff review, LDS comments sent on March 24, 2022, meeting scheduled with applicant on March 25 to discuss comments.)

Chick Fil A Greenacres

A request by the owner for a site and development plan (SP-85-12RR) approval to construct a 4,646 fast food restaurant with a drive-thru window and a special exception (SE-21-03) request to allow a fast food/drive thru restaurant in a commercial intensive zoning district. The site is located in the River Bridge Centre on the southwest corner of Forest Hill Blvd and S. Jog Road. (Resubmittal received on March 25, 2022, under consultant review. Awaiting receipt of complete resubmittal package)

ISBA-2020 Northeast Corner of S Jog and Lake Worth Road

A request initiated by the City of Greenacres to Palm Beach County for a Interlocal Service Boundary Agreement (ISBA) to address the potential issues for services upon annexation for the unincorporated property located at the north west corner of Lake Worth Road and South Jog Road. City Council approved Resolution 2020-45 to initiate the action on November 2, 2020. Palm Beach County Board of County Commissioners adopted a Resolution to support the ISBA. City and County staff met in January to start drafting the Agreement and continue to work out issues. City staff and the property owner met with Palm Beach County Fire Rescue and a representative from IAFF on June 29, 2021. Staff is checking in with County staff weekly for an update on the proposed language for the Agreement. PBC Staff has recently forwarded the Agreement, staff is reviewing it and starting the process to bring to Council for adoption.

Pink Bird Stand Alone Car Wash

A request by the applicant to change the special exception (SE-22-01) for a stand alone car wash in a commercial general zoning district. A site and development plan (SP-22-02) request to construct a stand alone car wash. The site is located at 6200 Lake Worth Road. (Scheduled for DRC meetings February 10, 2022 and February 17, 2022)

SITE PLAN AMENDMENTS

Tire Kingdom @ Woodlake Plaza

A request by the owner for a class I site plan amendment (PCD-84-02CC) for exterior elevations. The site is located at 5901 Lake Worth Road. (Comments sent on February 17, 2022. 30 day inactivity notice sent on March 28, 2022. Awaiting receipt of resubmittal)

Wachovia Bank @ Military Crossing

A request by the property owner for a class I site plan amendment (SP-04-06A) to add cash machine. The site is located at 4901 S. Military Trail. (Comments sent on March 25, 2022. 30 day inactivity notice sent on April 19, 2022. Awaiting receipt of resubmittal)

ZONING TEXT AMENDMENTS

ZTA-21-02 Uses

A request by the Planning & Engineering Department for a zoning text amendment to reflect uses in all zoning districts.

ZTA-21-05 MXD-O

A request by the Planning & Engineering Department for a zoning text amendment to modify MXD-O. (Scheduled for City Council on May 2, 2022)

ZTA-21-07 Art in Public Places

A City-initiated request to add regulations for the creation of a program providing for the placement of art in public spaces within the City. (Staff Review)

ZTA-22-01 Stand Alone Car Wash

A request by the applicant to change the special exception requirements for the Commercial Intensive zoning district for a Stand Alone Car Wash Facility be located adjacent to a gas station but rather provide more stringent location requirements. (Scheduled for first reading at City Council on April 18, 2022 and second reading on May 2, 2022)

RESIDENTIAL PERMITS

Catalina Estates

Plat application received on May 16, 2019. Comments letter sent to applicant on July 17, 2019, resubmittal received on August 25, 2019 and approved by City Council on October 7, 2019. MOT Plan issued drainage work to begin October 5, 2020.

Ranchette Road Townhomes

Plat Application received on March 23, 2021. Comments letter sent to applicant on May 17, 2021, resubmittal received on June 1, 2021. Final plat received and utility permit reviewed by City's engineer. Plat approved by City Council on October 4, 2021. Utilities permit approved by City's consulting engineer on 10/1/2021. Pre-construction meeting held on November 19, 2021.

COMMERCIAL PERMITS

Braman Honda

Revised replat under review. Construction of the vehicle storage lot is complete. Permit application for the recently approved service department expansion (SP-97-06G) was issued. Comments sent to applicant on March 22, 2021. Final plat was scheduled for the City Council meeting on April 18, 2022.

Church of God 7th Day (3535 S Jog Road)

The building permit and engineering permit are both issued for the development. Stop work order was issued by Building Official on September 28, 2018. Subsequent meetings have been held with Building Official and Consultant Engineer. The Building Official has re-issued the permits to the contractor. The construction is moving forward.

Kid's College Greenacres Campus

Plat application received on October 19, 2018 with complete submittal received on November 6, 2018. The Plat was approved January 7, 2019 by City Council. Utility permit issued on January 25, 2019; pre-con meeting for underground work only held on January 30, 2019. Building permit signed off by zoning on February 15, 2019. Pedestrian Access Easement Agreement signed and recorded on May 15, 2019. Building Dept. permit issued on May 15, 2019. Building construction has been completed for the first building. The second building has been completed. Final landscape and building inspections passed on October 18, 2021.

Palm Beach Christian Academy

Revision to building permit received on November 1, 2021 comments sent to applicant on November 17, 2021, waiting on outside agency permits and resubmittal to address City's engineer comments.

CAPITAL IMPROVEMENTS

Original Section Drainage Improvement – Phase 8

An application for Phase 8 of the Original Section Drainage Improvements project was submitted to DES on February 8, 2021. The CDBG Grant Agreement for FY 21-22 was approved by City Council on August 18, 2021. Agreement sent to DHES on August 25, 2021. Design completed January 28, 2022, expected to advertise for bid on January 30, 2022. Pre application meeting was held on February 10, 2022. The bid opening was held on March 2, 2022. On March 21, 2022 the City Council awarded bid to TCLM, Inc. Preconstruction meeting was held on April 19, 2022. Notice to Proceed issued April 20, 2022. Construction expected start date is April 28, 2022.

FY 2022 Data:

Case	Current Period	FY 2021 to Date	FY 2021 Budget
Annexation	0	0	2
Comprehensive Plan Amendment	0	4	5
Zoning Changes	0	1	3
Special Exceptions	0	1	5
Site Plans	0	2	5
Site Plan Amendments	2	8	14
Variances	0	0	4
Zoning Text Amendments	3	5	3

Inspection Type	Current Period	FY 2021 to Date	FY 2021 Budget
Landscaping	7	32	130
Zoning	4	20	121
Engineering	8	69	100

Building Division

1) ADMINISTRATION:

- a) Researched and completed one hundred and fifty-eight (158) lien searches providing permit and code enforcement case information.
- b) Researched and completed seventy-six (76) records request for historical permits.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2021
New Applications Received / Permits Created	331	2,246
Applications Approved	47	461
Applications Canceled	4	19
Applications Denied	1	51
Applications Reopened	3	22
Permits Issued	272	2,128
Permits Completed	233	1,657
Permits Canceled	21	60

Permits Reopened	83	152
Permits Expired	4	12
Inspections Performed	508	4,271
Construction Value of Permits Issued	\$3,683,931.39	\$25241462.45
Construction Reinspection Fees	\$550.00	\$3,100
CO's Issued	8	12
CC's Issued	0	11
Temporary CO's Issued	0	0

3) BUSINESS AND CONTRACTOR REGISTRATION (see attached reports):

ACTION	DURING THIS PERIOD	FYTD 2021
BTR Inspections Performed	19	146

(See Attached Summary Reports)

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

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
Palm Beach Christian Academy	5208 S Haverhill Rd	4,250	Construct two new classroom buildings & one bathroom building	2021-3230
ABCE Restaurant	3034 S Jog Rd	1,400	Interior Renovation	2021-1302

5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
Sanctuary Medicinals LLC	6905 Lake Worth Rd	3,700 sq.ft.	Commerical Renovation – Change of Use	2021-3948
Kids In Care	2904 S Jog Rd	3,385	Remodel – Outpatient Medical Facility	2022-0454

Catayu Baking	3797 S Military Trail		Convert former Carolina Furniture store into Factory for Bakery with Business Use	2021-3806
Eagle Grill	4624 Lake Worth Rd	1,100	Remodel New Kitchen & Accessible Restroom	2021-4016
Convenience Store/Laundry	5470 10 th Ave N	1,604 sq.ft.	Interior Remodel – Add Coin Laundry to Convenience Store	2021-1191
Ministries in Bethel	3950 S 57 th Ave	6,939 sq.ft.	House of Workshop	2021-0365
Greenacres Plaza Landlord Improvements	3953 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2600
Greenacres Plaza Landlord Improvements	3951 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2599
Greenacres Plaza Landlord Improvements	3949 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2598
Target	5900 Lake Worth Rd	1,394	Remove Café/Snack Bar & Convert to Online Pick-Up Storage Area	2021-0756
Crunch Fitness	6846 Forest Hill Blvd	26,002	Remodel Gym	2021-2002
Supertech Communications (Waiting for a Contractor)	5305 Lake Worth Rd	800	Interior Remodel	2021-1498
Isabel Barber Salon	3820 S Jog Rd	1,040	Remodel Add Mani/Pedi Stations New Salon	2020-2742
Mission of Grace	6200 Lake Worth Rd	3690 sq. ft.	Convert former Restaurant to House of Workshop	2020-2095
Mission of Grace	6200 Lake Worth Rd		Interior Demo of Former Steak N Shake	2020-1748
Church of God 7 th Day	3535 S Jog Rd	11,500 sq. ft.	New Church	2016-2382

6) PROJECTS IN PROGRESS – PRINCIPAL NEW CONSTRUCTION:

PROJECT	ADDRESS/LOCATION	UNITS OR SQ. FT. APPROVED	UNITS C.O.'D
Ranchette Townhomes	1093 Ranchette Rd / Common Area	74 T/H	
Catalina Estates	4500 Catalina Way / Common Area	20 S/F	
Original Section	249 Martin Ave	1,797 sq. ft.	New Single Family
Original Section	349 Jackson Ave	1,951 sq. ft.	New Single Family

Original Section	409 Broward Ave	1,951 sq. ft.	New Single Family
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Code Enforcement Division

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2021
Inspections Related to Active Code Cases	235	3698
New Cases Started	87	1139
Cases Complied	61	866
Current Open Cases	279	2115
Notices Sent	166	3444
Illegal Signs Removed from right-of-ways	136	3551
Inspections Not Related to Active Code Cases	235	1945
Complaints Received and Investigated	23	458
Warning Tickets	331	1592



License Activity Report Item # 17.

Activity Date Range 04/01/22 - 04/30/22

Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Canceled
Cont Office - Contractor Office	Business	0	0	0	1	0	0	0
Contractor Reg - Contractor Registration	Business	37	0	0	25	1	0	0
Exemptions - Exemptions / Non-Profit	Business	0	0	0	1	0	0	0
General Retail - General Retail	Business	1	0	0	2	0	0	0
General Service - General Service	Business	14	0	0	4	12	0	0
General Svc Reg - General Service Registration	Business	1	0	0	1	6	0	0
Home - Home Based Business	Business	5	0	0	6	1	0	0
Professional - Professional	Business	8	0	0	3	10	0	0
Rental Unit - Rental Unit	Business	8	0	0	7	6	0	0
Grand Totals		74	0	0	50	36	0	0

CITY OF GREENACRES
Licensing Revenue Summary Report

Item # 17.

Licensing Revenue Summary Report - Summary

From Date: 04/01/2022 - To Date: 04/30/2022

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
License Type: Exemptions-Exemptions / Non-Profit					
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
License Type Exemptions-Exemptions / Non-Profit Totals	1	0	\$69.00	\$0.00	\$69.00
License Type: Food Service-Food Service / Bar / Lounge					
Food-Food Service	1	0	\$60.78	\$0.00	\$60.78
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
License Type Food Service-Food Service / Bar / Lounge Totals	2	0	\$129.78	\$0.00	\$129.78
License Type: General Retail-General Retail					
General Retail-General Retail Sq Feet	4	1	\$853.18	(\$155.12)	\$698.06
Com Inspection-Commercial Inspection	3	1	\$207.00	(\$69.00)	\$138.00
Collection Fee-Collection Fee	1	0	\$25.00	\$0.00	\$25.00
Delinquent > 150-Delinquent Over 150 Days	1	0	\$100.00	\$0.00	\$100.00
NSF-NSF	1	0	\$20.00	\$0.00	\$20.00
License Type General Retail-General Retail Totals	10	2	\$1,205.18	(\$224.12)	\$981.06
License Type: General Service-General Service					
General Service-General Service	17	2	\$1,339.38	(\$166.04)	\$1,173.34
Com Inspection-Commercial Inspection	8	0	\$552.00	\$0.00	\$552.00
Transfer-Transfer	1	0	\$11.07	\$0.00	\$11.07
Collection Fee-Collection Fee	3	0	\$75.00	\$0.00	\$75.00
Delinquent > 150-Delinquent Over 150 Days	3	0	\$300.00	\$0.00	\$300.00
License Type General Service-General Service Totals	32	2	\$2,277.45	(\$166.04)	\$2,111.41
License Type: General Svc Reg-General Service Registration					
General Svc Reg-General Service Registration	5	0	\$125.00	\$0.00	\$125.00
License Type General Svc Reg-General Service Registration Totals	5	0	\$125.00	\$0.00	\$125.00
License Type: Home-Home Based Business					

Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary

From Date: 04/01/2022 - To Date: 04/30/2022

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
Home-Home Based Business	11	0	\$589.11	\$0.00	\$589.11
Transfer-Transfer	1	0	\$7.75	\$0.00	\$7.75
Collection Fee-Collection Fee	4	0	\$100.00	\$0.00	\$100.00
Delinquent >150-Delinquent Over 150 Days	4	0	\$400.00	\$0.00	\$400.00
License Type Home-Home Based Business Totals	20	0	\$1,096.86	\$0.00	\$1,096.86
License Type: Professional-Professional					
Professional-Professional	11	1	\$883.27	(\$116.22)	\$767.05
Cosmetology-Cosmetology / Barber	3	0	\$96.70	\$0.00	\$96.70
Real Estate-Real Estate Broker / Ins Agents	1	0	\$93.00	\$0.00	\$93.00
Com Inspection-Commercial Inspection	2	0	\$138.00	\$0.00	\$138.00
Collection Fee-Collection Fee	4	0	\$100.00	\$0.00	\$100.00
Delinquent > 150-Delinquent Over 150 Days	4	0	\$400.00	\$0.00	\$400.00
General Service-General Service	1	0	\$110.69	\$0.00	\$110.69
License Type Professional-Professional Totals	26	1	\$1,821.66	(\$116.22)	\$1,705.44
License Type: Rental Unit-Rental Unit					
Rental Unit-Rental Unit	241	1	\$12,498.50	(\$46.38)	\$12,452.12
Rental Insp-Rental Inspection	7	0	\$840.00	\$0.00	\$840.00
Transfer-Transfer	1	0	\$25.00	\$0.00	\$25.00
Collection Fee-Collection Fee	0	3	\$0.00	(\$75.00)	(\$75.00)
Delinquent >150-Delinquent Over 150 Days	0	3	\$0.00	(\$300.00)	(\$300.00)
License Type Rental Unit-Rental Unit Totals	249	7	\$13,363.50	(\$421.38)	\$12,942.12



Department Report

MEETING DATE: May 16, 2022

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Department of Finance Activity Report

BACKGROUND

The following report provides activity within the Department of Finance for the reporting period from April 1 through April 30, 2022.

In brief, the Finance Department:

- Continued to reconcile outstanding balances of Miscellaneous Billing.
- Continued to clean up billing on EMS accounts with balances.
- Continued to collect outstanding solid waste accounts; working with IT to retrieve the data contained in the Utilities module in NWS.
- Continued to review and discuss x:/drive format and Laserfiche cleanup.
- Released Solid Waste Liens.
- Presented a False Fire Alarm fee write-off for Pacifica.
- Assisted the DNS Department with Business Tax Receipt refunds for the rental unit business licenses.
- Completed and distributed the Annual Comprehensive Financial Report for FY21.
- Began budget meeting for CIP and Vehicles, with departments and City Manager.
- Submitted the GFOA Certificate of Achievement for Excellence in Financial Reporting (COA) Award application.
- Submitted the GFOA Popular Annual Financial Reporting Award application.
- Submitted the Finance Budget to the City Manager.
- Submitted the quarterly reports for the American Rescue Plan (ARP), HMPG Generator and Gladiator Lakes grants.
- Submitted the Firefighter Supplemental Compensation Report.
- Awarded and received CARES Act 4 Grant funds in the amount of \$46,136.28.
- Received \$4,001.00 for I Motivate 2022 Grant.

The Finance Department has, and continues to, work on efficiencies to better serve our internal and external customers.



Department Report

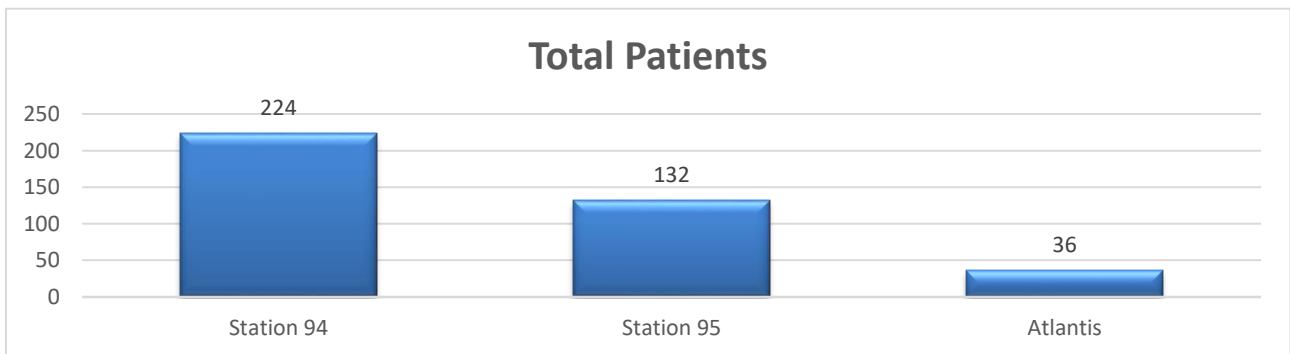
MEETING DATE: May 4, 2022
FROM: Brian Fuller, Fire Chief
SUBJECT: Fire Rescue March Report

FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in April	485
Average alarms per day	17.32
Total calls this fiscal year	4,115

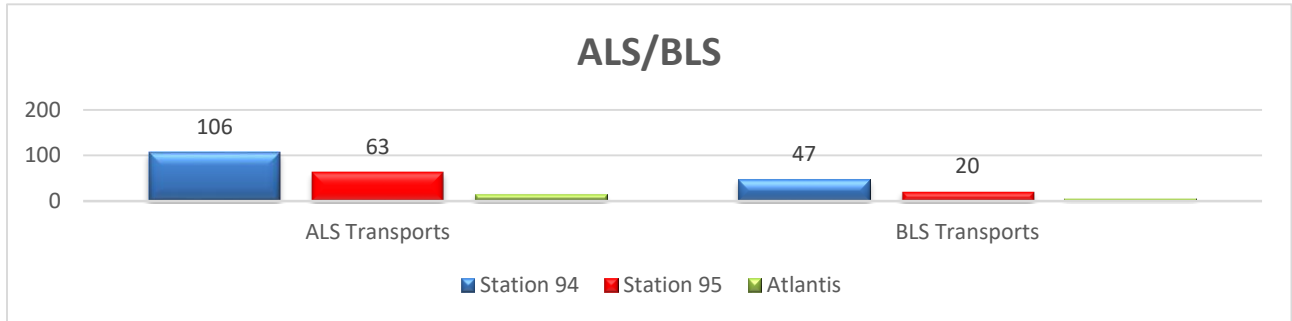
In April 2022, 356 patients were treated for Emergency Medical related services. Of those patients, 36 were in the City of Atlantis. These requests include a single unit responding to assist a person who has fallen to the floor, a cardiac arrest requiring multiple units and a combination of personnel, advanced skills, and equipment.

Service Calls, Cancels, and Public Assists totaled 59. The requests include, but are not limited to, persons locked out of home, water evacuation, animal problem, police assist, defective elevator, and canceled due to wrong address.



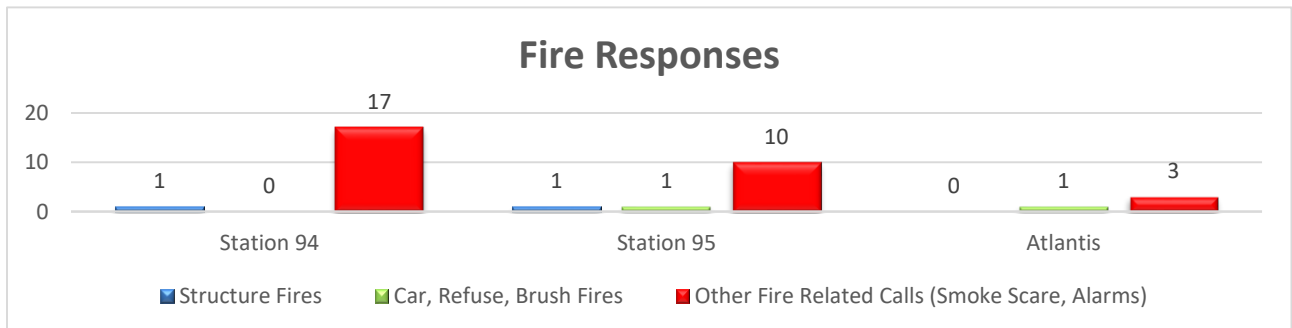
ALS/BLS

Fire Rescue transported 236 patients to a hospital or 67% of the patients we were called to treat. The majority of those (169) required Advanced Life Support procedures. ALS emergencies necessitate additional personnel, specialized equipment and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.



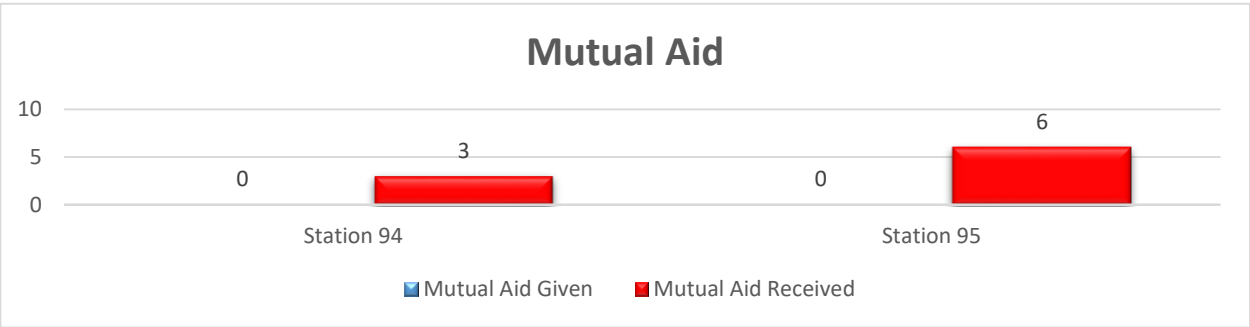
FIRE RESPONSES

Fire Rescue responded to 27 calls for a fire or smoke related emergency. There were two (2) requiring an escalated response to a car, brush, or refuse fire; two (2) was in a residential or commercial structure.



MUTUAL AID

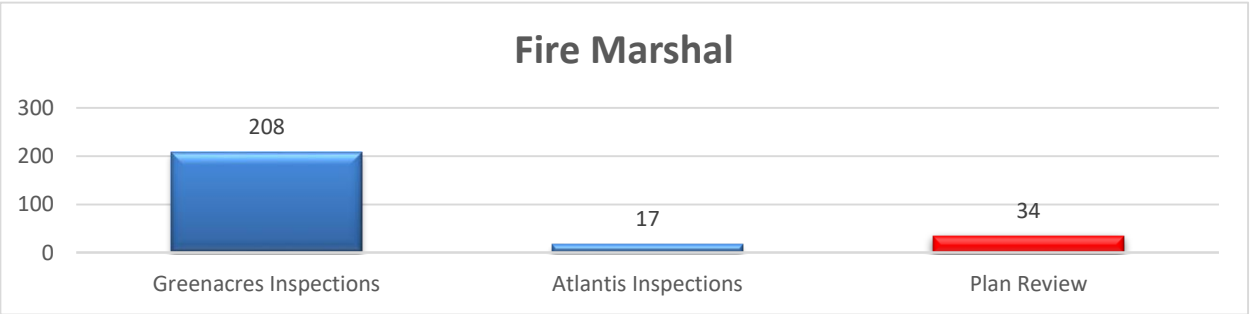
Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system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



FIRE MARSHAL

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

Inspections	225
Plans Review	34
Dollar Loss due to fire	\$202,700



SPECIAL SERVICES

Blood Pressure Screenings	1
Presentations, Station Tours/Attendees	2/81
Persons Trained in CPR	53



Department Report

MEETING DATE: May 16, 2022

FROM: Captain Tristram Moore, PBSO District 16

SUBJECT: PBSO District 16 April Report

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	1,658
Traffic Stops (Self-Initiated)	500
Calls for Service (Excluding 1050's & 1061's)	2,127
All CAD Calls - Total	4,285
Total Calls for Service – FY 2021 (October 2021 – September 2022)	32,021

Data Source: CADS/Premier 1

*Omit Miscellaneous Calls

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

SUMMARY

During the month, there were 4,285 generated calls within the District and 50% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
220	279

Data Source: D16 Office Staff/Monthly Report

PBSO MOTORS UNIT	
Total Citations	Total Warnings
252	261

Data Source: D16 Office Staff

COMMUNITY POLICING EVENTS

- 04/08/22 – SLAM Charter School Career Day
- 04/16/22 – Egg’Stravaganza. Ten 10 bicycles with helmets were raffled. Hundreds of raffle tickets were given away during the event. Also gold badges, books, crayons, and booklets were handed out to the children.
- 04/21/22 – Active Shooter Training for the City of Greenacres
- 04/23/22 – Multi-Agency Nightclub Operation

STREET CRIMES UNIT

- The District 16 Street Crimes Unit assisted the PBSO Gang Unit with an operation in an around the City of Greenacres when they made contact with a defendant. The defendant was found to be in unlawful possession of a firearm, as well as a felony amount of narcotics. The defendant was arrested and charged accordingly.
- The District 16 Street Crimes Unit made contact with a defendant who was found to be in possession of cocaine. The defendant was arrested and charged accordingly. This defendant was re-arrested the following day on outstanding auto theft charges. The defendant was taken into custody without incident.
- The District 16 Street Crimes Unit observed a vehicle violate several traffic laws and a traffic stop was conducted at which time the vehicle fled crashing into a light pole. Both subjects fled on foot subsequently being caught and taken into custody. In their possession was found to be a trafficking amount of heroin packaged for sale, a large amount of cocaine, MDMA, Hydrocodone and crack cocaine. Both subjects were arrested and charged accordingly.

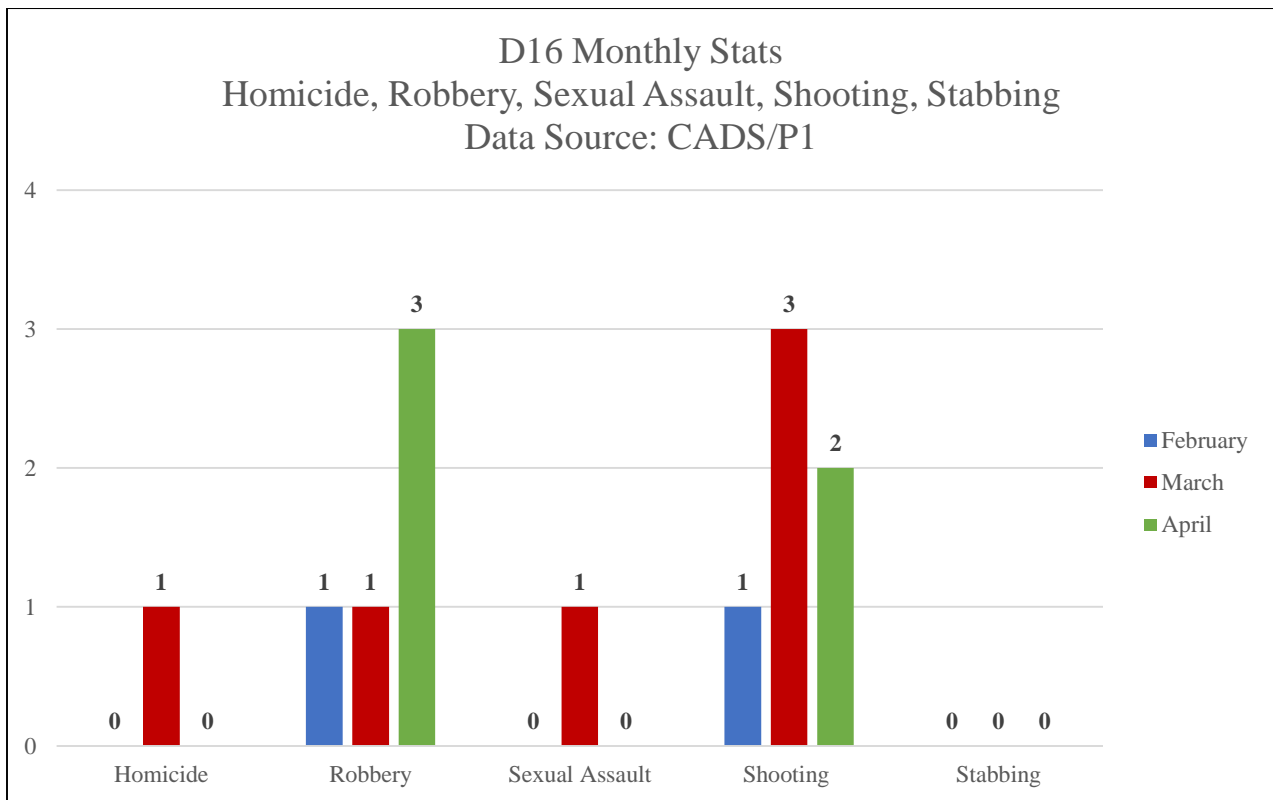
PROPERTY DETECTIVES

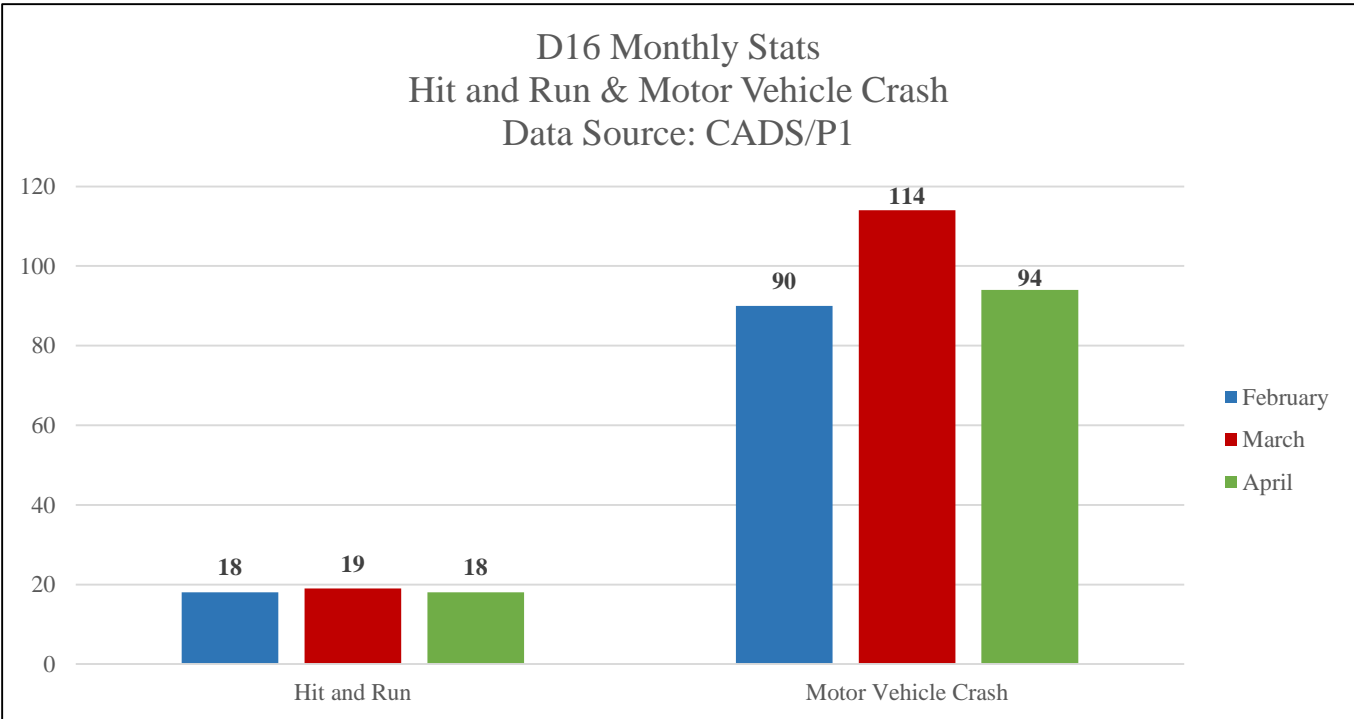
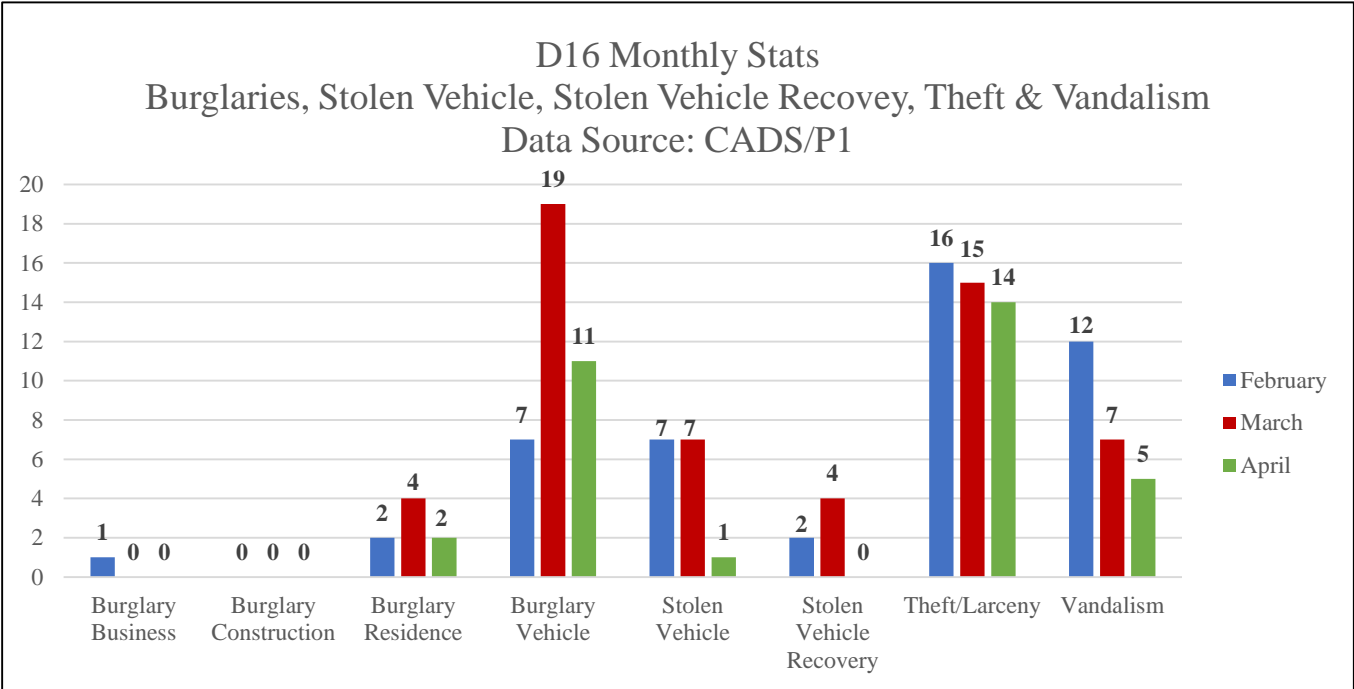
- District 16 Detective Bureau Monthly Stats for April 2022:
 - New Cases: 14
 - Cases Cleared by Arrest: 5
 - Search Warrants: 3
 - Operations: 1
- The District 16 Detectives investigated a stolen vehicle and two residential burglaries in the city. A suspect was identified and probable cause for arrest developed. The District 16 Street Crimes Unit was able to coordinate with Road Patrol and affect an arrest. This case was cleared by arrest.
- The District 16 Detectives arrested two suspects for stealing a cell phone and a credit card. Upon obtaining written consent to search one of the arrestee’s bedroom, the victim’s stolen cell phone and credit card were recovered along with several other stolen items including a firearm, purses, laptops, several wallets, ID’s, and credit cards. This search led to the clearance of four additional burglaries. This case was cleared by arrest.
- The District 16 Detectives investigated a vehicle Burglary that occurred in the city where jewelry was stolen valued at approximately \$2000. Through the course of the investigation a suspect residence was discovered. The resident was observed wearing

the stolen jewelry. A subsequent search warrant was executed on the residence along with District 1 Detectives which also resulted in multiple other burglaries being solved and property recovered from their jurisdiction. This case was cleared by arrest.

DATA ANALYSIS

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





TOP ACCIDENT LOCATIONS FOR APRIL 2022

Location	Case Number Count
South Jog Road / Lake Worth Road	10
Forest Hill Boulevard / Olive Tree Boulevard	8
Forest Hill Boulevard / South Jog Road	8
South Haverhill Road / 10 th Avenue North	6



Department Report

MEETING DATE: May 16, 2022

FROM: Carlos Cedeño, Public Works Director

SUBJECT: Public Works Department Report

DEPARTMENT HIGHLIGHTS

Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of April 1, 2022 through April 30, 2022.

1. ADMINISTRATION:

- Staff coordinated the Property Enhancement Grant Program selection committee meeting. A total of 6 commercial and 26 residential properties were selected to be awarded.
- The installation of the paver pathway inside Arbor Park and around the municipal complex has commenced.
- Several Public Works Staff attended the FAU Concrete Expo.

2. ROADS AND DRAINAGE MAINTENANCE

- Sidewalk repairs at Harvest Pines for the Arbor Park entrance was completed.
- Stormwater outfalls throughout the City were inspected.
- New posts for stop signs throughout the City have been prepped for installation.

3. VEHICLE MAINTENANCE

- Supervisor completed "Leading in the Aftermath Training"
- Staff attended training sessions to include Purchasing refresher and Active Shooter.

4. BUILDING SERVICES

- Coordinated the annual fire inspections of all city buildings.
- Inspections of the lift stations at Freedom Park and City Hall were conducted.

5. PARKS MAINTENANCE

- Staff assisted with the set up and take down of the employee picnic as well as the Easter Eggstravaganza event.
-



Department Report

MEETING DATE: May 16, 2022

FROM: Monica Powery, Director, Purchasing

SUBJECT: Department of Purchasing Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from March 1 through April 30, 2022.

- a. 22-001 Dillman Trail – This bid was advertised on December 5, 2021 and opened on January 12, 2022 with six (6) bids received. City Council approved award to Zahlene Enterprises, Inc. at the meeting held on April 4, 2022.
- b. 22-007 Planning Consultant for Evaluation and Appraisal Report (EAR) – This RFP was advertised on December 12, 2021 and closed on January 12, 2022 with two (2) proposals received. The Selection Committee meeting was held on February 7, 2022 to discuss, evaluate and rank proposers. City Staff has decided not to award this agreement.
- c. 22-008 Original Section Drainage Improvements Phase 8 – This bid was advertised on January 30, 2022 and opened on March 2, 2022 with four (4) proposals received. City Council approved award to TCLM Enterprise, Inc. at the meeting held on March 21, 2022.
- d. 22-006 Forest Hill Median Landscape Improvements – This bid was advertised on April 3, 2022 and opens on May 3, 2022.
- e. 22-010 Fire Rescue Station 94 Renovations – This bid was advertised on April 3, 2022 and opens on May 3, 2022.
- f. Request for Quotes – Developed, administered and assisted with the RFQ for City Hall Lake Fountain.
- g. Solicitations In Progress – Emergency Operations Center Construction, Public Works Generator, Gladiator Lake, Financial Audit Services, Code Enforcement Acceptance Windows, and City Hall Grounds Annual Landscape Maintenance.
- h. Trainings - Two trainings were held for employees: Purchasing 101 for newer employees involved in the purchasing process and Purchasing Refresher Training for all employees involved in the purchasing process.

DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2022 YTD
Purchase Orders Issued	89	452
Purchase Order Amounts	\$ 504,010.80	\$ 20,865,289.56
Solicitations Issued	3	12
Solicitations in Progress	5	—
Central Store Requests	8	19
Contracts Managed	60	60
Purchasing Card Purchases	460	1,527
Purchasing Card Transactions	\$ 69,327.26	\$ 205,583.69
No. of Training Sessions Conducted	2	3
Towing Revenue*	\$ 2,881.00	\$ 19,430.00

*Only reflects March's revenue. The City has not received April's revenue yet.



Youth Programs Department Monthly Report

MEETING DATE: May 16, 2022

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: April 2022 Department Report

PROGRAMMING

- Twenty (20) days of after-school provided and transportation from six (6) schools within City limits.
- One (1) full-day of programming provided.

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2022 TO DATE	FY 2022 BUDGET
# of Participants	64	97	150
# of Participants in Sierra Club ICO	0	10	25
# of Licenses Coordinated	1	1	1
# of MOU's Coordinated	3	2	6
# of Part.'s in Teen Advisory Council (TAC)	5	5	5
# of Part.'s in TOP Program	37	37	15
# of Part.'s in Garden Club	19	19	20
# of Presidential Volunteer Service Hours	559	1,711	8,000

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2022 TO DATE	FY 2022 BUDGET
Early Learning Coalition	\$10,723.88	\$99,569.57	\$290,400
Parent & Registration Fees	\$5,115.00	\$33,116.76	\$187,481
Youth Services Department SEL Grant	\$4,812.30	\$23,339.69	\$72,805
Textile Funds	\$1080.00	\$2,400.00	-
Youth Services Summer Camp Program	-	-	\$49,400
Community Foundation Grant (Summer)	-	-	-

C.A.R.E.S REPORT

- On 4/15/22 the CARES program was able to host an Easter egg hunt at our facility for the youth currently enrolled. All the youth that were in attendance were able to get 10 eggs as well as participated in some Easter themed activities.
- On 4/22/22 Garden Club had their annual Earth Day celebration where they dedicated the new garden near the Youth Programs facility. The youth participated in various Earth Day activities and learned about recycling.
- On 4/30/22 the CARES program was able to go on a kayaking trip hosted by the Sierra Club and 10 youth were in attendance. They went to Winding Water Natural Area where they participated in kayaking, learning about wildlife species, and participated in a picnic.

TEEN PROGRAMS REPORT

- Our High School Teens took part in helping stuff prize eggs and creating Easter baskets for the City's Eggstravaganza event help April 16, 2022. As a part of their Community Service-Learning Project with our T.O.P partners. The Teens also volunteered at the event hosting families and young children in the community through the egg patches.
- 28 teens from our program received the Presidential Service Awards from the Mayor and the City Council members. Combined the teens volunteered for a total of 7,435 hours, their exemplary service throughout the 2021-2022 school year helped spark many events, projects, and joy in the program and in the community.
- Our Middle School teens have been working with their elementary peers in K-3rd grade, on a S.T.E.A.M. activity building vehicles to be raced in May. This project was a part of their Community Service-Learning Project for the month of April in a partnership with Teen Outreach Program (T.O.P).
- Ashley Resendiz, a Junior at John I. Leonard, and participant in our Teen Program submitted a painting for the Art Competition held by Congresswoman Lois Frankel FL-21. She was inspired by the diversity she sees every day in her community and at her favorite out-of-school time program, Youth Programs.



Jowie Mohammed, Director
Youth Programs Department