



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, May 06, 2024 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

1. **Presentation:** Legislative Update. - The Honorable State Representative David Silvers, District 89.
2. **Presentation:** Commission on Ethics (COE) overview. - S. Lizabeth Martin, Education and Communication Manager, COE.
3. **Proclamation:** Building Safety Month, May 2024. - Michael Jerrahian, Building Official.
4. **Proclamation:** Mental Health Awareness Month, May 2024. - Tatiana Bastian, Tatiana Bastian Consulting.
5. **Proclamation:** Emergency Medical Service Week, May 19-25, 2024. - Chief Brian Fuller, Fire Rescue.
6. **Presentation:** Fire Rescue Captain Promotions. - Chief Brian Fuller, Fire Rescue.

CONSENT AGENDA

7. **Official Council Meeting Minutes:** City Council Meeting, April 15, 2024 and City Council Special Meeting, April 29, 2024. - Quintella Moorer, City Clerk.
8. **Resolution 2024-26:** The agreement between the City of Greenacres and TCLM Enterprise, Inc., to furnish and install gravity sanitary sewer mains and manholes between 6' and 16' deep, demolition of existing pavement, pavement restoration, milling and resurfacing, sod restoration, re-striping and signage, and all other work incidental thereto;

authorizing the appropriate city officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

9. **Bid RFP No. 23-001:** Holiday Lights Display. - Monica Powery, Director of Purchasing.
10. **Resolution 2024-25:** Authorizing an agreement for the re-installation of the City radio system on a cellular tower at Ira Van Bullock Tower; and providing for an effective date. - Carlos Cedeno, Director of Public Works.

REGULAR AGENDA

11. **Ordinance 2023-23: First Reading:** Annexing two parcels of land totaling approximately 6.22 acres, located approximately 1,300 feet east of South Haverhill Road and approximately 1,000 feet south of Melaleuca Lane, at 4964 Gardner Lane and the adjacent Lake Worth Drainage District Drainage Right-of-Way as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; and the Development and Neighborhood Services Department, agent for the City of Greenacres and the Lake Worth Drainage District (LWDD) petitioner, in accordance with Chapter 171.0413 of the Florida Statutes; providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's Official Boundary Map; Providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services. *(Tabled from 4/15/24 Council Meeting)*.
12. **PUBLIC HEARING: Ordinance 2024-03: First Reading:** Amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the Future Land Use Designation of two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County LR-2, Low Residential, 2 unit per acre to City of Greenacres residential low density (RS-LD), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDOC); providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services. *(Tabled from the 4/15/24 Council Meeting)*
13. **PUBLIC HEARING: Ordinance 2024-04: First Reading:** Approving a zoning change and official zoning map amendment for two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services. *(Tabled from the 4/15/24 Council Meeting)*.
14. **PUBLIC HEARING: Ordinance 2024-05: Second Reading:** Amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the Future Land Use Designation of two (2) parcels of land totaling approximately 8.7 acres, located at 4901 and 4977 South 56th Terrace from a PBC LR-1 Low Residential, 1 unit per acre (low density 1 unit per acre) to the City of Greenacres Public Institutional (PI) land use designation, as requested by the Development and Neighborhood Services Department, agent for the owner the City of Greenacres; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department

of Commerce (FDOC); providing for inclusion in the comprehensive plan; and providing for an effective date. - Gianni Gallier, Senior Planner, Development and Neighborhood Services.

- 15. PUBLIC HEARING: Ordinance 2024-06: Second Reading:** Approving a zoning change and official zoning map amendment for two (2) parcels of land totaling approximately 8.7 acres, located at 4901 and 4977 south 56th Terrace from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU), as requested by the Development and Neighborhood Services Department, agent for the owners the City of Greenacres; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gianni Gallier, Senior Planner, Development and Neighborhood Services.
- 16. PUBLIC HEARING: Ordinance 2024-12: Second Reading:** Amending Chapter 16, Zoning Regulations, Article 4, Supplementary District Regulations, Division 6, Temporary Uses, Section 16-718, Permit Required, and Section 16-719, Procedures in Securing Permit; creating Section 16-722; replacing outdated names of City Departments and Committees; revising the application process for the rental of park pavilions and fields; reducing the maximum occupancy for certain events on City property; providing for repeal of conflicting ordinances, severability, inclusion in Code, and an effective date. - Denise Malone, Director Development and Neighborhood Services.
- 17. PUBLIC HEARING: Ordinance 2024-13: First Reading:** Amending Chapter 16, Zoning Regulations, Article 4, Sign Regulations, to revise provisions related to prohibited signs, computation of sign number and sign area, visibility triangles, administrative variances for master sign plans, conditions of approval for master sign plans, temporary signs, and other signs; providing for severability, conflicts, codification and an effective date. - Gianni Gallier, Senior Planner, Development and Neighborhood Services.
- 18. PUBLIC HEARING: Ordinance 2024-14: First Reading:** Amending Chapter 16, Zoning Regulations, Article 4, Supplementary District Regulations, Division 3, Public Places, Subdivision 2, Art in Public Places to revise provisions for clarity, and Sections 16-665 to 16-676 to establish criteria and a procedure for the approval of murals; providing for severability, conflicts, codification and an effective date. - Gianni Gallier, Senior Planner, Development and Neighborhood Services.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

MAYOR AND CITY COUNCIL REPORT

ADJOURNMENT

Upcoming Council Meeting

May 20, 2024.

Meeting Records Request

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

Notice of Council Meetings and Agendas

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

Americans with Disabilities Act

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



CITY COUNCIL MEETING
City of Greenacres, Florida
Monday, April 15, 2024, at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council
Chuck Shaw, Mayor
Judith Dugo, Deputy Mayor
John Tharp, Councilmember, District I
Peter Noble, Councilmember District II
Susy Diaz, Councilmember, District IV
Paula Bousquet, Councilmember, District V

Administration
Andrea McCue, City Manager
Christy Goddeau, City Attorney
Glen J. Torcivia, City Attorney
Tanya Earley, City Attorney
Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Shaw called the meeting to order at 6PM and City Clerk Moorer call the roll. Councilmember Bousquet was absent.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Diaz to approve the agenda with the removal of Item 6. Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, and Councilmember Diaz.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

Mayor Shaw read the City's Council Policy Number Seven regarding Public Comment procedures and decorum of the meeting.

Mr. Robert Gardner stating an illegal business was running on Gardner Lane in the name of Denton Nursey, he stated the advertisement of the business was a nursey business, but he felt it was an illegal business that used a massive number of vehicles and it appeared to be homeless persons living on the property. He wanted the City to be aware. He presented photos to the Council from the podium.

SPECIAL BUSINESS

- 1. Presentation:** Legislative Update. - The Honorable State Senator Bobby Powell, District 24.

Senator Powell mentioned a few Bills he assisted with during the legislative session, which included Public Records Request regarding exemptions, wills, and estates regarding deceased individuals. He also listed some planned appropriations which included Greenacres Chickasaw Road expansions project.

Senator Powell pointed out major passed bills such as HB 491 Employment that loses the restrictions on teen work hours, HB 1365 unauthorized camping and public sleeping, SB 484 Flood, and HB3 Social Media protection for minors.

Senator Powell introduced his team and their contact information. Rep. Waldron introduced her team. They thanked the City for their time.

- 2. Presentation:** Legislative Update. - The Honorable State Representative Katherine Waldron, District 93.

Representative Waldron updated the Council on housing, homeowners' insurance, adult living facilities and she mentioned Bills in place to assist. She also mentioned the Bill regarding the support of the state of Israel.

The Council thanked Rep. Waldron and Senator Powell for the information and assistance.

- 3. Presentation:** Legislative Update. - The Honorable State Representative David Silvers, District 89.

Representative Silvers was absent.

CONSENT AGENDA

- 4. Official Council Meeting Minutes:** City Council Meeting, April 1, 2024. - Quintella L. Moorer, City Clerk.
- 5. Bid No. 24-006:** Chickasaw Road replacement and L-11 Canal Piping- Addendum.
- 6. Resolution 2024-16:** Approving the Professional Service Agreement between the City of Greenacres and RSC Insurance Brokerage, Inc., to provide insurance brokerage services. - Monica Powery, Director of Purchasing.
- 7. Resolution 2024-17:** Approving and adopting the National Institute of Standards and Technology's Cybersecurity Framework as the City's Cybersecurity Standard pursuant to Section 282.3185, Florida Statutes. - Georges Bayard, Information Technology Director.
- 8. Resolution 2024-18:** Satisfying certain liens imposed against residential property pursuant to Section 15-32 of the City of Greenacres Code. - Teri Beiriger, Director of Finance.
- 9. Resolution 2024-19:** Authorizing a corrected utility easement and temporary construction easement to Palm Beach County for the expansion of the Palm Beach County Water Utilities Lift Station #5015. - Carlos Cedeno, Director of Public Works.
- 10. Resolution 2024-20:** Approving the Professional Service Agreement between the City of Greenacres and Convergint Technologies, Inc., to provide security cameras and an access control system. - Monica Powery, Director of Purchasing.
- 11. Resolution 2024-22:** Approving an Interlocal Agreement between the City of Greenacres and the Treasure Coast Regional Planning Council for a Safe Streets for All Action Plan. - Andrea McCue, City Manager.

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

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

Councilmember Diaz.

REGULAR AGENDA

12. Ordinance 2023-23: First Reading: Annexing two parcels of land totaling approximately 6.22 Acres, located approximately 1,300 feet east of South Haverhill Road and approximately 1,000 feet south of Melaleuca Lane, at 4964 Gardner Lane and the adjacent Lake Worth Drainage District Drainage Right-of-Way as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; and the Development and Neighborhood Services Department, agent for the City of Greenacres and the Lake Worth Drainage District (LWDD) petitioner, in accordance with Chapter 171.0413 of the Florida Statutes; providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's Official Boundary Map; Providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Moorer read the ordinance by title.

Ms. Kate Dewitt of Complete Property Maintenance (CPM) presented the marked annexation area. Ms. Dewitt showed photos and explained the commercial nursey history and doing business with the name of Denton Nursery. Ms. Dewitt stated the annexation met all annexation criteria.

Councilmember Tharp questioned the flow of traffic and the hours of operations. Mr. Gallier explained the carryover of County requirements for uses and outdoor storage and that there would be a limitation of operating hours. Deputy Mayor Dugo asked the name of the nursey. Ms. Dewitt replied that Denton was the historic name, but the property was acquired by CPM years ago, the County continued to use the historic Denton name.

Councilmember Diaz asked what Code and uses would this annexation fall under. She wanted to ensure the applicant would follow the City's Code. Mr. Gallier stated the applicant was aware of the City's Code requirements.

Councilmember Tharp questioned ownership of the road maintenance. Ms. Dewitt stated the Gardner family maintained the road and CPM had offered to assist with maintenance, but the offer was denied.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Diaz to Table Ordinance 2023-23 to the May 6, 2024 Council Meeting.

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

13. PUBLIC HEARING: Ordinance 2024-03: First Reading: Amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the Future Land Use Designation of two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County LR-2, Low Residential, 2 unit per acre to City of Greenacres residential low density (RS-LD), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDCC); providing for inclusion in the Comprehensive

Plan; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Tharp to Table Ordinance 2024.-03 to the May 6, 2024, Council Meeting.

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

14. PUBLIC HEARING: Ordinance 2024-04: First Reading: Approving a zoning change and official zoning map amendment for two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Motion made by Councilmember Tharp, Seconded by Councilmember Diaz to Table Ordinance 2024-04 to the May 6, 2024, Council Meeting.

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

15. PUBLIC HEARING: Ordinance 2023-21: Second Reading: Annexing three parcels of land totaling approximately 12.86 acres, located approximately 1,750 feet east of Sherwood Forest Boulevard and 370 feet south of Melaleuca Lane, at 4901 and 4977 South 56th Terrace and the adjacent Lake Worth Drainage District Parcel as requested by petitioner, the Development and Neighborhood Services Department, Agent for the owners, the City of Greenacres and the Lake Worth Drainage District (LWDD), providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's official boundary map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Moorer read the Ordinance by title.

Mr. Gallier stated he would present both Ordinances 2023-21 and 2024-05 together. He said the uses would be a government use and would increase the City's boundaries.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Diaz to approve Ordinance 2023-21 on Second reading.

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

16. PUBLIC HEARING: Ordinance 2024-05: First Reading: Amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the Future Land Use Designation of two (2) parcels of land totaling approximately 8.7 acres, located at 4901 and 4977 South 56th Terrace from a PBC LR-1 Low Residential, 1 unit per acre (low density 1 unit per acre) to the City of Greenacres Public Institutional (PI) land use designation, as requested by the Development and Neighborhood Services Department, agent for the owner the City of Greenacres; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDOC); providing for inclusion in the comprehensive plan; and providing

for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Moorer read the ordinance by title.

Mr. Gallier stated the ordinance was a request to change the parcels to a City Public Institutional land use.

Motion made by Councilmember Tharp, Seconded by Councilmember Diaz to approve Ordinance 2024-05 on First reading.

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

17. PUBLIC HEARING: Ordinance 2024-06: First Reading: Approving a zoning change and official zoning map amendment for two (2) parcels of land totaling approximately 8.7 acres, located at 4901 and 4977 south 56th Terrace from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU), as requested by the Development and Neighborhood Services Department, agent for the owners the City of Greenacres; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Moorer read the ordinance by title.

Mr. Gallier stated the request was to amend two parcels of land to a City government use.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Tharp to approve Ordinance 2024-06 on First Reading.

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

18. PUBLIC HEARING: Ordinance 2024-12: First Reading: Amending Chapter 16, Zoning Regulations, Article 4, Supplementary District Regulations, Division 6, Temporary Uses, Section 16-718, Permit Required, and Section 16-719, Procedures in Securing Permit; creating Section 16-722; replacing outdated names of City Departments and Committees; revising the application process for the rental of park pavilions and fields; reducing the maximum occupancy for certain events on City property; providing for repeal of conflicting ordinances, severability, inclusion in code, and an effective date. - Denise Malone, Director Development and Neighborhood Services.

Ms. Moorer read the ordinance by title.

Ms. Malone stated the ordinance regarding temporary uses and the recommendation was to streamline the process for the application and reduced the occupancy for certain events to 125 from 200.

Mayor Shaw asked the reason for the reduction of occupancy. Ms. Malone stated wear and tear of parks. Ms. Michele Thompson, Director of Community and Recreation Services stated the recommendation was also made due to parking and the number of Staff.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Noble to approve Ordinance 2024-12 on First reading.

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

19. Appointment of Education Advisory Committee Members: Appointing Claudia Ayala, Cassius Johnson, and Maritza Sime to serve three-year terms. - Andrea McCue, City Manager.

Ms. McCue recommended Ms. Ayala, Ms. Sime, and Mr. Johnson to serve on the Education Committee.

Motion made by Councilmember Noble, Seconded by Councilmember Diaz to approve Staff recommendation of all committee members.

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

20. Board Appointment to the Public Safety Officers/Firefighters Retirement Board of Trustees. - Appointing Todd Taylor, Budget Manager to serve a four-year term. - Andrea McCue, City Manager.

Ms. McCue recommended Mr. Taylor and mentioned City employees were able to serve on the board.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Tharp to approve Mr. Taylor as a board member.

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

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Ms. Maria Welliver mentioned the accident on Dillman Trail and the need for more volunteers to assist with traffic control when accidents occur. She also thanked everyone who assist with the accident clean up.

CITY MANAGER'S REPORT

Ms. McCue reminded the Council of some upcoming City events.

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

CITY ATTORNEY'S REPORT

No report.

MAYOR AND CITY COUNCIL REPORT

Councilmember Tharp - thanked the volunteers for assisting with the committees, he said the Rock Walk was great.

Councilmember Noble – the Chickasaw Road Workshop was a great meeting, he said there was a bad traffic jam on Chickasaw Road and the no U-turn was not ideal. He felt a traffic light was needed and asked if the City could sue the County for not placing a traffic signal in a highly needed area. He wanted the City Attorney to provide an opinion on suing options.

Deputy Mayor Dugo - agreed with Mr. Noble regarding the needed traffic light.

Councilmember Diaz - thanked all the new volunteers for assisting, she complimented the newly renovated banquet hall and thanked Aileen Hernandez, Specialist Project Coordinator and Ms. Thompson for the Community Talk program. She also suggested a joint municipality meeting to discuss proper positioning for the future transportation surtax.

The Council agreed to host a joint municipality meeting regarding transportation surtax.

Mayor Shaw - complimented the social media presentation at the Let's Talk event. He also suggested hosting a Council Retreat with department heads, at an off-site location for half of a day to take a deep dive into planning for the City's future.

Councilmember Noble questioned the attorney about suing the County to install a traffic light. Ms. Goddeau suggested speaking with the County again to confirm justification with the newly added development along Chickasaw. Ms. McCue stated she reached out to the County in 2023 and the County felt a traffic light was not warranted in the area.

Councilmember Noble asked what the City's plan of action would be now. McCue said she would speak to the attorney and reach out to the County and Commissioners office.

Majority of Council decided to contact Commissioner Barnett and contact the County again regarding installing a traffic light.

ADJOURNMENT

7:24PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



CITY COUNCIL SPECIAL MEETING

City of Greenacres, Florida

Monday, April 29, 2024, at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Shaw called the meeting to order at 6 o'clock p.m. and City Clerk Moorer called the roll.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

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

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

Mr. Gary Ready, Village of Palm Springs, Councilmember, questioned joint filing requirements.

SPECIAL BUSINESS - None.

CONSENT AGENDA - None.

REGULAR AGENDA

1. Full and Public Disclosure of Financial Interests (Form 6) - Tanya Earley, City Attorney.

Ms. Earley presented the requirements for who, how and when to file the Form 6 annually form.

She highlighted what to disclose, the amount of disclosers, the deadline, and the recommended snapshot date.

She recommended contacting the Commission on Ethics for any questions.

She explained how to calculate the totals of net worth, assets, and liabilities.

Ms. Earley reviewed the penalties and mentioned there were options to make amendments if needed.

Mr. Jon Maples, Lake Clarke Shores, Councilmember, questioned filling of trust fund assets and liabilities.

Mr. John Deese, Manalapan, Mayor confirmed filling data requirements.

Ms. Joni Brinkman Village of Palm Springs, Councilmember asked how frequently you could input data into the filling system and attaching documents to the form. Ms. Earley stated the filling portal was open until completed and attachments were not required, she also mentioned all items must be itemized.

Ms. Kim Schmitz Village of Palm Springs, Councilmember questioned jointly owned property. Ms. Early suggested reviewing the property document to clarify.

Mr. Deese questioned the intend of the form, checks and balances of what was submitted.

Mayor Shaw questioned reimbursement and travel per diem, Ms. Earley said she would follow-up.

Mayor Shaw thanked Ms. Earley for her presentation.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

None.

CITY ATTORNEY'S REPORT

None.

MAYOR AND CITY COUNCIL REPORT

ADJOURNMENT

7:01PM

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: May 6, 2024
FROM: Monica Powery, Director, Purchasing
SUBJECT: Award of Bid No. 24-014 Original Section Sewer Swain Boulevard North Phase 2

BACKGROUND

The City of Greenacres desires to hire experienced and qualified company to furnish and install gravity sanitary sewer mains and manholes between 6’ and 16’ deep, demolition of existing pavement, pavement restoration, milling and resurfacing, sod restoration, re-striping and signage, and all other work incidental thereto. The bid was advertised by the City’s Purchasing Department on March 12, 2024.

ANALYSIS

The proposals were opened on April 12, 2024 with two (2) bidders responding. The attached tabulation sheet summarized the results received. City staff has evaluated the proposal and recommends award to TCLM Enterprise, Inc. as the lowest responsive, responsible bidder.

FINANCIAL INFORMATION

Sufficient funds are budgeted in Capital Improvement Program 305-40-46-63-26 (CIP 305-231).

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2024-26 authorizing execution of agreement and award of Bid No. 24-014 Original Section Sewer Swain Boulevard North Phase 2 to TCLM Enterprise, Inc. for the Base Bid amount of \$1,236,360.75.

RESOLUTION NO. 2024-26

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND TCLM ENTERPRISE, INC., TO FURNISH AND INSTALL GRAVITY SANITARY SEWER MAINS AND MANHOLES BETWEEN 6’ AND 16’ DEEP, DEMOLITION OF EXISTING PAVEMENT, PAVEMENT RESTORATION, MILLING AND RESURFACING, SOD RESTORATION, RE-STRIPING AND SIGNAGE, AND ALL OTHER WORK INCIDENTAL THERETO; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is in need of a vendor to furnish and install gravity sanitary sewer mains and manholes between 6’ and 16’ deep, demolition of existing pavement, pavement restoration, milling and resurfacing, sod restoration, re-striping and signage, and all other work incidental thereto; and

WHEREAS, The Purchasing Department issued Invitation to Bid No. 24-014 (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 March 12, 2024, and a notice was also sent to nine hundred fifty-nine (959) prospective bidders via DemandStar; and

WHEREAS, on April 12, 2024 at 3:00 p.m. EST, the **BID** closed and the Purchasing Department (the “**Department**”) received two (2) 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 TCLM Enterprise, 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 Greenacres and TCLM Enterprise, 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 17 of day of April 2023

Voted:

Chuck Shaw, Mayor

John Tharp, Council Member, District I

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, District II

Voted:

Judith Dugo, Deputy Mayor

Voted:

Susy Diaz, Council Member, District IV

Voted:

Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

AGREEMENT

THIS AGREEMENT is dated as of the 6th day of May in the year 2024, by and between the City of Greenacres (hereinafter called CITY or OWNER) and TCLM Enterprise, 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 furnishing and installation of gravity sanitary sewer mains and manholes between 6' and 16' deep, sanitary sewer lateral pipe, sewer cleanouts, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, and all other work incidental thereto as shown on of the Construction Plans and described in the Contract Documents.

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:

**ORIGINAL SECTION SEWER SWAIN BOULEVARD NORTH PHASE 2
Bid No. 24-014**

ARTICLE 3 - ENGINEER

The project has been designed by:

Leonard Z. Gamble, P.E.
Craven Thompson & Associates, Inc.
4723 W. Atlantic Ave., Suite A12
Delray Beach, FL 33445
Phone: (561)-501-5718
Email: zgamble@craventhompson.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 Cedeno
Public Works Director
City of Greenacres
Greenacres, FL 33463
Ph: (561) 642-2074

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. 24-014. This Project shall be completed within **one hundred fifty (150)** 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 fifty (150)** 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.

ARTICLE 5 - CONTRACT PRICE

- 5.1 CITY shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in current funds as follows:

A lump sum of one million two hundred thirty-six thousand three hundred sixty dollars and seventy-five cents (\$1,236,360.75) as outlined in the bid proposal documents, which are hereby reproduced and is inserted herein, and is an integral part of this Agreement. The Unit prices within Base Bid Schedule 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. 23-002 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. 23-002 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 CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.
- 7.4 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 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 Site 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 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 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 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, 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. 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 Purchasing Agent. CONTRACTOR shall be solely and exclusively responsible for payment to all subcontractors and obtaining the necessary Release of Liens. 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 bearing the following general title:
ORIGINAL SECTION SEWER SWAIN BOULEVARD NORTH PHASE 2**
- 8.17 Addenda Numbers 1 to 2, Inclusive
- 8.18 CONTRACTOR'S Bid (pages 00 41 00 - 1 thru 00 41 00 - 7 and 00 45 13 - 1 thru 00 45 13 - 7) - 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 paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1 The requirements of the Contract Documents, as such term is delineated in the Invitation to Bid No. 24-014 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. 24-014, 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 24-014, 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 vender 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:
CHRISTINA BASILE, PRESIDENT
TCLM ENTERPRISE, INC.
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

- 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 _____, 20_____.

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: March 12, 2024
Advertisement in Palm Beach Post/City Website: March 12, 2024
Bid Number: 24-014
Description: Original Section Sewer Swain Boulevard North Phase 2

Department: Public Works
Opening Date: April 12, 2024
Opened By: Monica Powery
Witnessed By: Sasha Burrell

Vendor Name: Prince Land, Inc.
Address: 2654 SE Willoughby Blvd.
 Stuart, FL 34994
Phone: (561) 320-9969
Email: danielchrost@princelandinc.com

TCLM Enterprise, Inc.
 13720 Hamlin Blvd.
 West Palm Beach, FL 33412
 561-248-1470
 tclm.tina@gmail.com

Item	Description	Unit	Qty	Unit Cost	Extended Cost	Unit Cost	Extended Cost
G-1	MOBILIZATION	L.S.	1		\$ 179,650.90	\$ 30,000.00	\$ 30,000.00
G-2	MAINTENANCE OF TRAFFIC	L.S.	1		\$ 527,605.00	\$ 18,500.00	\$ 18,500.00
G-3	DEMOLITION AND DISPOSAL OF ASPHALT OR CONCRETE PAVING SECTION OR CURB	S.Y.	7500		\$ 253,800.00	\$ 8.50	\$ 63,750.00
C-1	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40	S.Y.	6615		\$ 394,254.00	\$ 9.50	\$ 62,842.50
C-2	FURNISH AND INSTALL 16" LIMEROCK BASE LBR 100	S.Y.	6615		\$ 394,254.00	\$ 38.00	\$ 251,370.00
C-3	FURNISH AND INSTALL 2" TYPE SP-9.5 ASPHALTIC CONCRETE SURFACE (TWO -1" LIFTS)	S.Y.	6300		\$ 203,112.00	\$ 25.50	\$ 160,650.00
C-4	FURNISH AND INSTALL TYPE 'D' CURB FOR CURB RESTORATION	L.F.	100		\$ 9,750.00	\$ 48.00	\$ 4,800.00
C-5	FURNISH AND INSTALL CURB RAMP PER FDOT INDEX 304 (INCLUDING DETECTABLE SURFACE WARNING)	EA.	12		\$ 25,740.00	\$ 810.00	\$ 9,720.00
C-6	FURNISH AND INSTALL CONCRETE DRIVEWAY OR SIDEWALK (6" THICK 3,000 PSI) INCLUDES COMPACTED SUBGRADE	S.Y.	1200		\$ 30,420.00	\$ 76.00	\$ 91,200.00
C-7	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURE (MANHOLE) (4'-6") DEPTH	EA.	1		\$ 24,558.50	\$ 6,850.00	\$ 6,850.00
C-8	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURE (MANHOLE) (6'-8") DEPTH	EA.	2		\$ 49,117.00	\$ 7,850.00	\$ 15,700.00
C-9	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURE (MANHOLE) (8'-10") DEPTH	EA.	2		\$ 49,117.00	\$ 8,850.00	\$ 17,700.00
C-10	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURE (MANHOLE) (10'-12") DEPTH	EA.	3		\$ 73,675.50	\$ 9,550.00	\$ 28,650.00
C-11	FURNISH AND INSTALL 8" SDR 26 GRAVITY SEWER (4'-6") DEPTH	L.F.	300		\$ 159,963.00	\$ 36.00	\$ 10,800.00
C-12	FURNISH AND INSTALL 8" SDR 26 GRAVITY SEWER (6'-8") DEPTH	L.F.	440		\$ 221,667.60	\$ 38.50	\$ 16,940.00
C-13	FURNISH AND INSTALL 8" SDR 26 GRAVITY SEWER (8'-10") DEPTH	L.F.	500		\$ 224,825.00	\$ 45.00	\$ 22,500.00
C-14	FURNISH AND INSTALL 8" SDR 26 GRAVITY SEWER (10'-12") DEPTH	L.F.	779		\$ 350,596.74	\$ 56.00	\$ 43,624.00
C-15	FURNISH AND INSTALL 8" DIP WATER MAIN	L.F.	300		\$ 111,483.00	\$ 85.00	\$ 25,500.00
C-16	FURNISH AND INSTALL 8" LINE STOP	EA.	2		\$ 93,834.66	\$ 8,900.00	\$ 17,800.00
C-17	FURNISH AND INSTALL 8" DIP FITTINGS	TON	0.5		\$ 85,883.98	\$ 17,000.00	\$ 8,500.00
C-18	REMOVE AND REPLACE EXISTING WATER SERVICES AND CONNECTION FROM EXISTING MAIN TO NEW MAIN PER PBCWUD CRITERIA (INCLUDES ALL PARTS/FITTINGS NECESSARY)	LS	2		\$ 40,927.00	\$ 3,000.00	\$ 6,000.00
C-19	CUT IN AND CONNECT PROPOSED WATER MAIN TO EXISTING WATER MAIN PER PBCWUD	EA.	2		\$ 67,825.50	\$ 2,950.00	\$ 5,900.00
C-19	SAMPLE POINTS	EA.	2		\$ 40,927.00	\$ 850.00	\$ 1,700.00
C-20	REPLACEMENT OF ALL STRIPING AND SIGNAGE TO CURRENT CODE CRITERIA	L.S.	1		\$ 59,150.00	\$ 8,450.00	\$ 8,450.00
C-21	RESTORE SOD WITH LIKE KIND AND WATER UNTIL ESTABLISHED	S.Y.	3333		\$ 93,757.59	\$ 7.25	\$ 24,164.25
C-22	TREE AND IRRIGATION REPLACEMENT ALLOWANCE	AL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
C-23	MISC. CONFLICT ALLOWANCE	AL	1	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
C-24	SPECIAL PRECAUTIONS SHORING	L.S.	1		\$ 91,993.98	\$ 17,500.00	\$ 17,500.00
C-25	ALLOWANCE FOR DEWATERING PERMIT	AL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
C-26	DEWATERING	L.S.	1		\$ 250,120.00	\$ 22,500.00	\$ 22,500.00
C-27	REQUIRED TESTING	L.S.	1		\$ 22,100.00	\$ 20,850.00	\$ 20,850.00
C-28	PREPARE AND PROVIDE ASBUILTS MEETING PBCWUD REQUIREMENTS	L.S.	1		\$ 20,280.00	\$ 61,200.00	\$ 61,200.00
C-29	NPDES REQUIRED PERMITTING, REPORTING, AND PERFORMANCE	L.S.	1		\$ 8,580.00	\$ 3,500.00	\$ 3,500.00
C-30	FURNISH AND INSTALL 6" SEWER LATERAL WITH 6" CLEANOUT(S) ALL PER PBCWUD CRITERIA	EA.	48		\$ -	\$ 1,400.00	\$ 67,200.00
TOTAL ALTERNATE 1						\$ 4,248,968.95	\$ 1,236,360.75

CITY OF GREENACRES BID TABULATION

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

April 19, 2024

Mrs. Monica Powery, Director
Purchasing Department
City of Greenacres
5800 Melaleuca Lane
Greenacres, Florida 33463

**RE: ORIGINAL SECTION SEWER NORTH PHASE 2
CITY OF GREENACRES BID NO. 24-015
CTA PROJECT NO. 21-0044-001-05**

Dear Monica:

Based upon the bid tabulation for the above project TCLM Enterprise, Inc. submitted the lowest base bid in the amount of \$1,236,360.75

Craven Thompson and Associates, Inc. (CTA) has reviewed the bid package provided by TCLM Enterprise, Inc. which includes contacting and confirming the project references provided by TCLM Enterprise, Inc. as well as review of the project experience and company resources provided within the bid package submitted. Based on the information provided in the bid package, CTA believes TCLM Enterprise, Inc. is the low responsive and responsible bidder.

As a result of our review of the bid proposal, CTA has no objection to the City of Greenacres awarding the contract for Original Section Sewer North Ph 2 to TCLM Enterprise, Inc. in the amount of \$1,236,360.75

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

Leonard Z. Gamble

LEONARD Z. GAMBLE, P.E.
Senior Supervising Engineer

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects



ITEM SUMMARY

MEETING DATE: May 6, 2024
FROM: Monica Powery, Director of Purchasing
SUBJECT: Renewal of RFP No. 23-011 Holiday Lights Display

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified contractor to provide holiday lighting and decorations at Samuel J. Ferreri Community Park. City Council approved award to Shellard Lighting Designs LLC at the meeting held on July 17, 2023.

ANALYSIS

The City met with Shellard Lighting Designs LLC to discuss budget and this years holiday light display. During the discussions, Shellard Lighting Designs LLC agreed to a discount if the City agreed to one (1) four (4) year renewal term instead of four (4) individual one (1) year renewal terms. The contract has completed the first year, therefore, years 2 and 3 will receive a 12% discount and years 4 and 5 will receive a 15% discount.

The City was very pleased with the holiday lights display for 2023. The company did an amazing job and they are very prompt to responding to any issues or questions the City may have. The City would like to agree to their four (4) year renewal request.

FINANCIAL INFORMATION

Sufficient funds are budgeted in the Community & Recreation Services Department cost center.

LEGAL

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

STAFF RECOMMENDATION

Approval of the one (1) four (4) year renewal term for RFP No. 23-011 Holiday Lights Display to Shellard Lighting Designs LLC.

FIRST ADDENDUM TO AGREEMENT
HOLIDAY LIGHTS DISPLAY

This is the first addendum to the Agreement (“Addendum”) between the **City of Greenacres**, a Florida municipal corporation (“City”) and **Shellard Lighting Designs LLC**, a Florida limited liability company (“CONTRACTOR”).

WHEREAS, on July 17, 2023 City Council awarded Request for Proposal (No. 23-011) to the CONTRACTOR in the form of an agreement (“Agreement”); and

WHEREAS, City requested to amend the current terms of the Agreement to revise the term ; and

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

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

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

1. The foregoing recitals are incorporated into this Addendum as true and correct statements.
2. The Term of the Agreement is amended to exercise the one (1) four year term extension commencing July 17, 2024 and expiring on July 16, 2028 unless earlier terminated as stated in the Agreement.
3. Based on the extension of the Term as set forth herein, the CONTRACTOR agrees to provide the City a discount on the pricing as follows:
 - a. For Year 1 of the 4 year extension and Year 2 of the 4 year extension, the City will receive a 12% discount on the total price of the Agreement for each year;
 - b. For Year 3 of the 4 year extension and Year 4 of the 4 year extension, the City will receive a 15% discount on the total price of the Agreement for each year.
4. **Entire Agreement.** The City and the CONTRACTOR agree that the Agreement and this Addendum set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Addendum may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement, except as amended herein, remain in full force and effect.
5. **Counterparts.** This Addendum may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Addendum via facsimile, email or electronically and such signature is as valid as the original signature of such party.

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

CITY OF GREENACRES, FLORIDA

By: _____
Chuck Shaw, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR: Shellard Lighting Designs LLC

By: _____

[Corporate Seal]

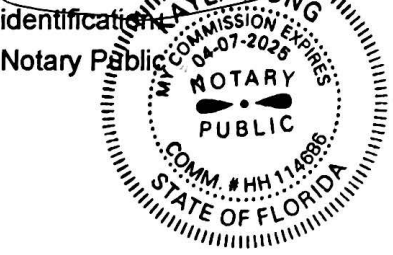
Print Name: Spencer Shellard

Title: MGR/owner

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2 day of May, 2024, by Spencer Shellard who was physically present, as owner (title), of **Shellard Lighting Designs LLC** 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.



Print Name: Kayla Long
My commission expires: 4/7/2025



ITEM SUMMARY

MEETING DATE: May 6, 2024

FROM: Carlos Cedeño, Director, Public Works Department

SUBJECT: **Resolution 2024-25**
Ira Van Bullock Park Cell Tower Agreement for City operated Radio System

BACKGROUND

Crown Castle Management owns and operates a cell tower located on the north end of Martin Avenue. The City owns and maintains handheld and vehicle mounted operated radio system for inter Department communications on a daily basis. The radio system is essential during natural disasters as primary method of communication during cellular phone outages. The City of Greenacres is looking to re-install the radio system, which includes the power modules, repeaters and the tower mounted antennae within the tower site. The City's radio system was mistakenly removed from the site by a Crown Castle contractor. An agreement between the City and Crown Castle is required as to re-install the City's equipment.

Through the agreement, Crown Castle is granting the City of Greenacres a license to install, operate and maintain the City radio equipment on the site within the licensed space. The City may engage Crown Castle to install additional equipment, to make approved modifications to the equipment or to remove equipment from the site pursuant terms mutually agreed upon by the City and Crown Castle as set forth in an applicable Services Agreement.

ANALYSIS

In order for the re-installation of the City's radio equipment to occur, the City of Greenacres and Crown Castle are entering in and agreement to provide rights of ingress and egress necessary for the repair, maintenance and upgrade of the radio system.

FINANCIAL INFORMATION

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

LEGAL

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

STAFF RECOMMENDATION

Approval of the Utility Easement Agreement through adoption of Resolution 2024-25.

RESOLUTION NO. 2024-25

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING AN AGREEMENT FOR THE RE-INSTALLATION OF THE CITY RADIO SYSTEM ON A CELLULAR TOWER AT IRA VAN BULLOCK TOWER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 16, 2013, City Council approved a lease agreement for real property owned by the City of Greenacres, which consists of approximately 400 square feet of land through Resolution 2013-52; and

WHEREAS, the City of Greenacres requests to enter into an agreement with Crown Castle to install the City operated radio system within the lease site; and

WHEREAS, the installation of the City operated radio system on the lease site will benefit daily inter Department communications between City staff through hand held and vehicle mounted radio systems and during emergency response incidents; and

WHEREAS, the Crown Castle will allow the City to install additional equipment, make modification to the equipment or to remove the equipment from the site pursuant to terms mutually agreed upon the City and Crown Castle.

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

SECTION 1. That the appropriate City officials are hereby authorized to execute all necessary documents required to effectuate the terms of the agreement.

SECTION 2. This Resolution shall be effective May 6, 2024.

**Resolution No. 2024-25 | Utility Easement
City Radio Re-Installation at Ira Van Bullock Cell Tower Site
Page No. 2**

RESOLVED AND ADOPTED this 6th day of April 2024

Chuck Shaw, Mayor

John Tharp, Council Member, *District I*

Voted:

Attest:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Deputy Mayor

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Voted:

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER AND GROUND SPACE)

THIS TOWER SITE LICENSE AGREEMENT (this “Agreement”) is entered into as of this ___ day of _____, 2024 (the “Effective Date”), between CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company, with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (“Licensor”), and CITY OF GREENACRES, a Florida municipal corporation, with an address of 5800 Melaleuca Lane, Greenacres, Florida 33463 (“Licensee”).

The parties hereto agree as follows:

1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”.

The following terms as used in this Agreement are defined as follows:

“**Acquiring Party**” means any person acquiring title to Licensor’s interest in the real property of which the Site forms a part through a Conveyance.

“**Adjusted Fee**” means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

“**Adjustment Date**” means the date on which the Basic Payment and all other fees set forth herein shall be adjusted as set forth in Section 5.2 below.

“**AM Detuning Study**” means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

“**AM Detuning Study Fee**” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an AM Detuning Study in connection with a Modification. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

“**Base Fee**” means the then-current Basic Payment or other fee, as applicable.

“**Basic Payment**” means the additional consideration paid by Licensee for the right to use the Licensed Space. For the avoidance of any doubt, subject to the terms of Section 16 below, Licensee shall owe no Basic Payment for so long as City of Greenacres is the licensee under this Agreement.

TT: 1532037
Prepared by:
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #:
MLA #:



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

“Closeout Documentation” means the as-built drawings and other installation documentation required by Licensor with respect to the subject Modification to Equipment.

“Code” means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

“Conveyance” includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“Crown Castle” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

“Current Term Expiration Date” means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

“Deed” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“Equipment” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“Event of Default” means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“Government Entity” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Grantor” means the grantor named in the Deed, if applicable.

“Inspection Fee” means the fee payable by Licensee to Crown Castle in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to defray Licensor’s costs

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Customer Site Name: Ira Van Bullock Park
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associated with Crown Castle’s inspection of any Work with respect to a Modification not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Installation Standards” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

“Intermodulation Study” means a study to determine whether an RF interference problem may arise.

“Intermodulation Study Fee” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study in connection with a Modification. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Landlord” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“Laws” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“Lender” means any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“Licensed Space” means that portion of the Site that is licensed to Licensee hereunder.

“Licensee” means the party named as “Licensee” in the first paragraph hereof and its successors-in-interest.

“Licensor” means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

“Modification” means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be

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specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement of any of Licensee's equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a "Modification", provided that such replacement does not negatively affect the tower's loading capacity, as determined by Licensor.

"Modification Application Fee" means the fee payable by Licensee to Licensor in the amount of Five Hundred and 00/100 Dollars (\$500.00) to defray Licensor's costs incurred in evaluating a Site Engineering Application with respect to a Modification. Said amount is subject to adjustment in accordance with Section 5.2 below.

"NTP" means a written notice to proceed.

"Pre-Existing Use" means any installation or modified use of Licensor's or another user's equipment prior to the installation or modified use of Licensee's Equipment.

"Prime Lease" means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

"Prior Agreement" means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

"Pro Rata Share" means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining "Pro Rata Share", Licensor shall be deemed to be a then-existing user of the Site.

"Purchase Agreement" means that certain Asset Purchase Agreement by and between Licensee and Licensor dated May 25, 2021.

"Regulatory Compliance Costs" means the reasonable costs, including reasonable attorneys' fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

"RF" means radio frequency.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

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Customer Site Name: Ira Van Bullock Park
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JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

“Services Agreement” means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

“Site” means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Site Engineering Application” means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee’s permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

“Site Plan” means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

“Structural Analysis” means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis with respect to any Modification to Licensee’s Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Subsequent Use” means any installation or modified use of Licensor’s or another user’s equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

“Term” means the term of this Agreement, as set forth in Section 4 below.

“Term Commencement Date” means the date on which the transaction contemplated by the Purchase Agreement closed.

“Tower Level Drawing” means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

“Unlicensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an

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License Identifier:
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FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“**Work**” means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE

2.1 **The Site.** The Site consists of a portion of that certain parcel of property, located in the City of Greenacres, the County of Palm Beach, and the State of Florida, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. The parties acknowledge that the Equipment (or a portion thereof) is already installed on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 INTENTIONALLY OMITTED.

2.2.2 Reduction of Available Capacity Due to Change in Applicable Law. If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee’s completion of installation of any tower-mounted Equipment as described in any future amendment for a Modification, Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

2.3 **Application for Modifications.** Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification

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Crown Site Name: IVBP (Greenacres IVBP)
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shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee’s use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 Conditions Precedent to Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee’s right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee’s drawings showing the proposed installation of or Modification to the Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee’s proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor’s NTP process. With respect to Licensee’s initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party; provided, however, the foregoing right to terminate this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.5 Performance of Work. Licensee may engage Crown Castle to install Licensee’s Equipment, to make approved Modifications to Licensee’s Equipment, or to remove Licensee’s Equipment from the Site pursuant to this Section 2 (the “Work”) and such Work shall be performed upon terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle’s inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor’s inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

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Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

2.6 **Closeout Documentation.** In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the purpose of defraying Licensor’s costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

2.7 **Licensor’s Remedies for Undocumented Installation or Modification.** In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus the Modification Application Fee, plus any costs incurred to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensor hereunder (i.e., the other remedies available to Licensor outside of this Section 2.7), Licensor may terminate this Agreement and require Licensee to immediately vacate the Site.

2.8 **Acceptance of Licensed Space and Site.** By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their “AS IS, WHERE IS” condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES

3.1 **Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as depicted in the survey attached hereto as **Exhibit A**, and non-exclusive license to access Licensor’s utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee’s access to the Site, then Licensee shall notify Licensor of such snow or other obstruction and Licensor and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

3.2 Authorized Persons; Safety of Personnel. Licensee’s right of access to the Site shall be limited to contractors approved by Crown Castle or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.

3.3 Notice to Licensor. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor’s Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

3.4 Licensee’s Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

3.5 Permits, Authorizations and Licenses. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority’s approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is not available, Licensee shall pay a share of such costs as reasonably allocated by Licensor.

4. TERM

4.1 **Term of Agreement.** Subject to earlier termination as set forth in this Agreement, the term of this Agreement shall commence on the Term Commencement Date and ending at 11:59:59 p.m. New York time on the day immediately prior to the Assignment of this Agreement by Licensee pursuant to the terms of Section 16 below (the “Term”) at which point the provisions of this Section 4 shall be modified pursuant to the amendment to this Agreement required by Section 16 below upon Assignment of this Agreement.

4.2 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of this Agreement, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the Term of this Agreement shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. CONSIDERATION

5.1 **Basic Payment.** The Basic Payment, if any, shall be paid in advance and without demand, in equal monthly payments payable on the Term Commencement Date and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Crown Castle Towers 06-2 LLC, PO Box 203127, Houston, TX 77216-3127. Licensee shall include the JDE Business Unit No. 831849 on or with each payment. Payments for any partial month shall be prorated.

5.2 Adjustments to Basic Payment and Other Fees.

5.2.1 **Adjustment to Basic Payment.** The Basic Payment shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the “Adjustment Date”) by two percent (2%). Licensor’s failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

$$\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 2\%)$$

5.2.2 **Adjustment to Other Fees.** All other fees herein that are expressed as fixed dollar amounts (excluding any fees in this Section 5 other than the Basic Payment that are expressed as fixed dollar amounts) shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the “Adjustment Date”) by two percent (2%). Licensor’s failure to demand any such increase shall not be construed as a waiver of any right thereto and

TT: 1532037
Prepared by: DRAFT
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Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

$$\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 2\%)$$

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensor’s election, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor’s invoice for same (together with supporting documentation).

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee’s use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee’s use of the Site or the Licensed Space. At Licensor’s election, Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensor’s improvements thereon. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, Licensee’s Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee’s receipt.

5.5 INTENTIONALLY OMITTED.

5.6 INTENTIONALLY OMITTED.

6. INTERFERENCE

6.1 **Interference to Licensee’s Licensed Operations.** Licensor agrees that neither Licensor nor Licensor’s other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee’s Licensed Equipment (“Subsequent Use”), shall permit their equipment to interfere with Licensee’s FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee’s FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor’s receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee’s FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

provisions that similarly require such users to correct or eliminate RF interference with Licensee’s operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee’s Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee’s cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee’s Equipment.

6.3 Interference to Licensee’s Unlicensed Operations. Licensee acknowledges that if Licensee’s operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 Relocation of Equipment at Licensor’s Option. Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor’s expense and with reasonably minimal disruption to Licensee’s operations and shall be evidenced by an amendment to this Agreement.

7.2 INTENTIONALLY OMITTED.

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: __
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. INDEMNIFICATION

Subject to the statutory damages cap in section 768.28, Florida Statutes, Licensee shall indemnify, defend and hold Licensor, and Licensor’s affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney’s fees), resulting from or arising out of Licensee’s or any of Licensee’s contractors’, subcontractors’, servants’, agents’ or invitees’ use or occupancy of the Site. Nothing in this Agreement shall be construed as a waiver of sovereign immunity for the Licensee beyond the waiver provided in section 768.28, Florida Statutes.

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers’ compensation including employer’s liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; (iv) umbrella liability insurance of \$5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee’s equipment and improvements at the Site. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

licensed to do business in the state where the Site is located. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this Agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall provide copies of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of the above coverages and insurance requirements in accordance with Licensee’s customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee’s responsibility for claims and liability with value up to the amount of Licensee’s self-insured retention, and, if applicable, the existence of Licensee’s excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder. Such self-insurance shall respond in the same manner that the required insurance policies would have if the Licensee had purchased insurance in the standard insurance market.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee’s use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee’s use of the Site is interrupted due to casualty, Licensee’s sole remedy for such interruption of use shall be abatement of the Basic Payment for the period during which Licensee’s use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee’s operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Each of the following shall constitute an Event of Default hereunder: (i) Licensee’s failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

payment is delinquent; (ii) Licensee’s engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee’s breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee’s violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee’s failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party’s failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party’s request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor’s demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor’s right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of **Exhibit B** or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor’s prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, whether by merger, change of control or operation of law, in whole by Licensee without the prior written approval or consent of Licensor, which consent may not be unreasonably withheld. The parties acknowledge and agree that Licensor’s consent to any such assignment (the “Assignment”) shall be contingent upon the execution of an amendment to this license setting forth a Basic Payment as well as an amended and restated Term of this Agreement; provided, however, the foregoing shall not be construed to limit Licensor’s right to withhold its consent on other reasonable grounds. This Agreement may not be sold, assigned or transferred in part by Licensee without the prior written approval or consent of Licensor, which consent may be withheld in Licensor’s sole discretion. Licensor’s consent to any such assignment, and Licensee’s and the assignee’s representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: CITY OF GREENACRES
Attn: Public Works Department
5800 Melaleuca Lane
Greenacres, Florida 33463
Telephone Number:

As to Licensor: Crown Castle Towers 06-2 LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee’s use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee’s access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Site Zoning Approval or Permit. In the event that any Site zoning approval or any of Licensor’s permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 Termination of Prime Lease. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

19.3 Termination in the Event of Default. In the Event of Default by either party (the “defaulting party”), the other party (the “non-defaulting party”) may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party’s failure to cure such breach within the stipulated cure period. The non-defaulting party’s right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party’s auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee’s permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee’s Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 **Subordination.** Subject to Section 22.2, this Agreement and Licensee’s rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licenser in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 **Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 **Liability of Parties.** Licensee and Licenser agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licenser had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licenser or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licenser hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: _
MLA #: _



Customer Site Name: Ira Van Bullock Park
Customer Site No.:
Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee’s Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee’s sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee’s Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

- (i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
 - (a) Licensee shall, upon demand, pay to Licensor a fee equal to Five Hundred Dollars (\$500) for each month or partial month during which any portion of Licensee’s Equipment remains at the Site after the expiration or termination of this Agreement,
 - (b) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and
 - (c) Subject to the statutory damages cap in section 768.28, Florida Statutes, Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and
- (iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee’s expense, subject to the following terms:
 - (a) Licensor’s liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
 - (b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
 - (c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and

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License Identifier:
Type of Site: Crown Site

disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Effective Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor’s expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee’s, Landlord’s, Grantor’s or other Site users’ negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed by original, facsimile, or electronic signatures and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Signature page follows]

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Customer Type: Government

Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

Licensor

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: _____

Print Name: Jonathan Angel

Title: Director – Acquisitions

Date: _____, 2024

Licensee

CITY OF GREENACRES,
a Florida municipal corporation

By: _____

Print Name: _____

Mayor

Date: _____, 2024

ATTEST:

Approved as to form and legal sufficiency:

Quintella Moorner,
City Clerk

Glen J. Torcivia,
City Attorney

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

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Type of Site: Crown Site

EXHIBIT A to Tower Site License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

THAT PART OF THE RIGHT-OF-WAY OF MARTIN AVENUE, GREENACRES, PLAT NO 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 44 SOUTH, RANGE 42 EAST, SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN 5/8" IRON ROD (NO IDENTIFICATION) AT THE NORTHEASTERLY CORNER OF BLOCK 29A, GREENACRES, PLAT NO 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SWAIN BOULEVARD (100 FOOT WIDE RIGHT-OF-WAY), SAID POINT ALSO BEING SOUTH 01°43'32" WEST, A DISTANCE OF 616.09 FEET FROM AN 5/8" IRON ROD (NO IDENTIFICATION) ON SAID WESTERLY RIGHT-OF-WAY LINE AND AT THE NORTHEASTERLY CORNER OF LOT 22, BLOCK 30 OF SAID GREENACRES, PLAT NO 2; THENCE SOUTH 01°43'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF SAID BLOCK 29A FOR 181.00 FEET; THENCE NORTH 88°16'38" WEST FOR 304.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°43'32" WEST FOR 20.00 FEET; THENCE NORTH 88°16'38" WEST FOR 20.00 FEET; THENCE NORTH 01°43'32" EAST FOR 28.00 FEET; THENCE SOUTH 88°16'38" EAST FOR 20.00 FEET; THENCE SOUTH 01°43'32" WEST FOR 8.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 560 SQUARE FEET (0.013 ACRES), MORE OR LESS.

See Attached Survey

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

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Crown Site Name: IVBP (Greenacres IVBP)
JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

EXHIBIT B to Tower Site License Agreement

APPROVED EQUIPMENT

-

See Attached

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

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License Identifier:
Type of Site: Crown Site

EXHIBIT C to Tower Site License Agreement

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

(insert Site Plan or other documentation showing equipment cabinet and generator (if any) location here)

See Attached

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Prepared by: DRAFT
Prepared on: 2/6/24
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JDE Business Unit: 831849
License Identifier:
Type of Site: Crown Site

EXHIBIT D to Tower Site License Agreement

PRIME LEASE OR DEED

(insert a copy of the ground lease or deed from which Licensor derives its rights in the Site here)

See Attached

TT: 1532037
Prepared by: DRAFT
Prepared on: 2/6/24
Revised on:

App Rev #:
LRF Rev #: __
MLA #: _



ITEM SUMMARY

MEETING DATE: May 6, 2024

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

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

BACKGROUND

A voluntary annexation to further reduce the size of an existing enclave. The sites proposed for annexation contain two (2) parcels with one (1) single-family home that includes a wholesale nursey and landscape maintenance business with management office, and the other is a parcel adjacent to LWDD Canal 14 that provides for maintenance access to the adjacent drainage right-of-way. The sites are contiguous to the City’s boundary on the east perimeter and south across the drainage right-of-way. City Future Land Use and Zoning designations will be applied to the properties through a concurrent application process. The two sites will be annexed and continue to operate as currently developed. On April 15, 2024 City Council on a 4-0 motion tabled ANX-23-02 to date certain May 6, 2024 City Council meeting. Staff has had discussions with the applicant and neighbors since, and will provide an update at this meeting.

ANALYSIS

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

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

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2023-23 was prepared in accordance with all applicable State statutes and City Code requirements. Documents have been reviewed for legal sufficiency.

STAFF RECOMMENDATION

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

ORDINANCE NO. 2023-23

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. The City Council finds that the written petition for voluntary annexation filed with the City bears the signature of the owners of the real property and is hereby annexed into the City of Greenacres, Florida.

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

Legal Description

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

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

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

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

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

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

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

Parcel)

Page No. 3

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

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 6.22 ACRES MORE OR LESS.

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

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

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

Parcel)

Page No. 4

Location Map



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

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

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

SECTION 6. Repeal of Conflicting Ordinances.

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

SECTION 7. Severability

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

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

SECTION 8. Effective Date

The provisions of this Ordinance shall become effective upon adoption.

[The remainder of this page intentionally left blank.]

Ordinance No. 2023-23 | ANX-23-02 (4964 Gardner Lane and Lake Worth Drainage District Parcel)
Page No. 7

Passed on the first reading this 6th day of May, 2024.

PASSED AND ADOPTED on the second reading this ____ day of _____, 2024.

Chuck Shaw, Mayor

Voted:
Judith Dugo, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member, District I

Voted:
Peter Noble, Council Member, District II

Voted:
Susy Diaz, Council Member, District IV

Voted:
Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

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

Revised: 01/11/2024
04/15/2024

	DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION
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Subject/Agenda Item:

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

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p>Originating Department: Planning & Engineering</p> <p>Project Manager</p> <p>_____</p> <p>Gionni Gallier, Senior Planner</p>	<p>Reviewed By:</p> <p>Director of Development & Neighborhood Services (DNS)</p> <p>_____</p> <p>Denise Malone, AICP, Director DNS</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 <input type="checkbox"/> Not Required</p> <p>Date: 12/28/23, 5/2/24, 5/9/24</p> <p>Paper: Lake Worth Herald, Palm Beach Post</p> <p>Mailing</p> <p><input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required</p> <p>Notice Distance: 300'</p>
<p>Attachments:</p> <ul style="list-style-type: none"> • Ordinance 2023-23 • Exhibit "A" 	<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>

I. Executive Summary

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

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

II. Site Data:

Property Information:	See Exhibit A
Size:	6.22 total acres

III. Annexation/Zoning History:

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

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

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

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

IV. Applicable Comprehensive Plan Provisions:

Annexation Element:

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

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

V. Applicable City Code and Statutory Provisions:

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

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

VI. Staff Analysis:

Development Review Committee Comments:

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

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

Background:

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

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

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

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

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

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

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

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

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

a. General

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

b. Location

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

c. Height

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

d. Screening

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

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

f. Exceptions

The following uses or material are exempt from this:

- 1) Storage and sales of landscape plant material.
- 2) Temporary storage of material used for road construction on a lot directly adjacent to the roadway under construction.

g. Parking/Storage

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

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

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

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

e. No aerial application of chemicals permitted.

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

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

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

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

CONSISTENCY WITH FLORIDA STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

LEVEL OF SERVICE ANALYSIS (LOS)

Water and Wastewater

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

Solid Waste

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

Recreation

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

Drainage

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

Roadway

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

Public Safety

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

Traffic

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

Conclusion of Level of Service Analysis

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

CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN

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

Annexation Findings of Fact:

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

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

Specific Criteria Findings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Summary of Annexation Criteria:

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

VII. Staff Recommendation:

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

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

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

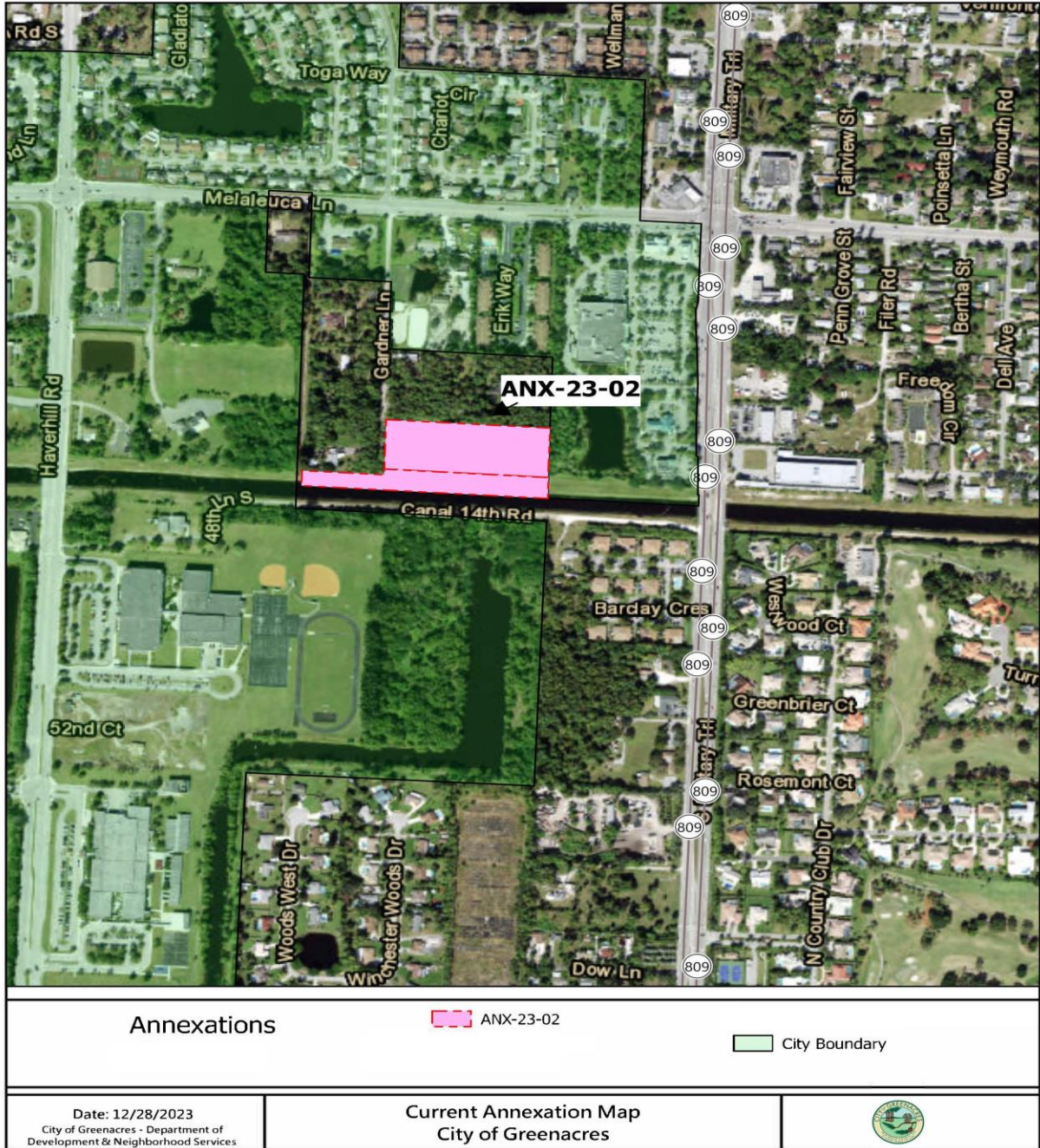
CITY COUNCIL ACTION 1st Reading – April 15, 2024

The City Council on a motion made by Deputy Mayor Dugo and seconded by Council Member Diaz, voting four (4) to zero (0), **tabled ANX-23-02** (*Denton Nursery*), to date certain City Council meeting on May 6, 2024, as presented by staff.

CITY COUNCIL ACTION 1st Reading – May 6, 2024

CITY COUNCIL ACTION Adoption Hearing –

Exhibit A (Voluntary Annexation Map and Legal Description)



Legal Description

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

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

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

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

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

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

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

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 6.22 ACRES MORE OR LESS.



ITEM SUMMARY

MEETING DATE: May 6, 2024

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

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

BACKGROUND

A city-initiated request for a small-scale Future Land Use Map Amendment for a 3.5918-acre parcel from PBC LR-2 Low Residential, 2 units per Acre (Low Density 2 Units per Acre) to the City of Greenacres City Residential Low density (RS-LD) land use designation. The properties are located at 4964 Gardner Lane and the adjacent Lake Worth Drainage District (LWDD) maintenance parcel for Canal 14. A zoning change (ZC-24-02) and an annexation request (ANX-23-02) are being processed concurrent with the petition.

The Planning and Zoning Board of Adjustments recommended approval by a vote of 5-0 at their meeting on February 8, 2024. On April 15, 2024 City Council on a 4-0 motion tabled CPA-24-02 to date certain May 6, 2024 City Council meeting.

ANALYSIS

This small-scale Future Land Use amendment is needed in order to replace the existing Palm Beach County (PBC) LR-2, Low Residential, 2 units per acre future land use designation with an appropriate corresponding City designation of Residential Low Density (RS-LD).

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2024-03 was prepared in accordance with all applicable State Statutes and City Code requirements. Documents were reviewed for legal sufficiency.

STAFF RECOMMENDATION

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

ORDINANCE NO. 2024-03

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, TO CHANGE THE FUTURE LAND USE DESIGNATION OF TWO PARCELS OF LAND TOTALING APPROXIMATELY 3.5918 ACRES, LOCATED AT 4964 GARDNER LANE FROM A PALM BEACH COUNTY LR-2, LOW RESIDENTIAL, 2 UNIT PER ACRE TO CITY OF GREENACRES RESIDENTIAL LOW DENSITY (RS-LD), AS REQUESTED BY MCKENNA WEST OF COTLEUR HEARING, AGENT FOR THE OWNER 4964 GARDNER LANE LLC; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE (FDOC); PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenacres, pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been certified by the State of Florida Division of Community Development; and

WHEREAS, Chapter 163.3187 provides for small-scale future land use amendments for properties fifty (50) acres or less; and

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

WHEREAS, McKenna West is herein known as the "Petitioner(s)" for the herein described property; and

WHEREAS, the petitioner is requesting to change the City of Greenacres Future Land Use Map from a Palm Beach County future land use designation of PBC LR-2, Low Residential, 2 unit per acre to a City Residential Low density (RS-LD) for the subject property; and

Ordinance No. 2024-03 | Denton Nursey/LWDD

Page No. 2

WHEREAS, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on February 8, 2024, and has recommended approval of petition CPA-24-02 to amend the Comprehensive Plan; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing to receive comments on CPA-24-02 concerning the proposed amendment to the Comprehensive Plan and has considered all comments received as required by state law and local ordinance; and

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

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

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

Section 2. Future Land Use Map Designation

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

Legal Description

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

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

Ordinance No. 2024-03 | Denton Nursey/LWDD

Page No. 3

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

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 3.5918 ACRES MORE OR LESS.

Section 3. Authorization to Make Changes.

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

Section 4. Repeal of Conflicting Ordinances.

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

Section 5. Severability

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

Ordinance No. 2024-03 | Denton Nursey/LWDD

Page No. 4

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

Section 6. Transmittal to the FDOC.

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

Section 7. Inclusion in the Comprehensive Plan.

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

Section 8. Effective Date

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

Passed on the first reading this 6th day of May, 2024.

PASSED AND ADOPTED on the second reading this ___ day of _____, 2024.

Chuck Shaw, Mayor

Voted:
Judith Dugo, *Deputy Mayor*

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

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

Revised: 02/08/2024
04/15/2024

	DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION
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Subject/Agenda Item:

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

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

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

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

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

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

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

II. Site Data

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

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

III. Annexation/Zoning History

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

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

IV. Data and Analysis

Background:

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

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

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

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

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

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

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

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

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

- a. General

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

- b. Location

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

- c. Height

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

d. Screening

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

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

f. Exceptions

The following uses or material are exempt from this:

1) Storage and sales of landscape plant material.

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

g. Parking/Storage

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

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

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

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

e. No aerial application of chemicals permitted.

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

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

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

Level Of Service Analysis:

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

The site has a Palm Beach County LR 2 future land use designation that allows a maximum residential development density of 2 dwelling unit per gross acre. The property could utilize the County’s Transfer of Development Rights program for a maximum of an additional 3 units per acre as a PUD (for a total of 4 du/acre). In addition, the County allows bonus densities up to 50% for the Workforce Housing Program within a development, which would further increase the potential density of the site.

The proposed City of Greenacres Residential Low Density (RS-LD) future land use designation allows a range based on zoning designation from 1 unit/2,5 acres to 5 units per acre. The proposed Residential Low-3 (RH) zoning designation allows up to 5 units per net acre. The net density is defined as the specific area of land exclusive of all public and private rights-of-way within the proposed development. The city does not allow for the use of a determination using gross density, TDRs, or density bonuses for workforce housing, so the overall density allowance would be less than Palm Beach County. This is provided using a 15-20% reduction for roadways (public and private) in the area utilized to determine the density of a proposed project, as required by the City of Greenacres Comprehensive Plan. The analysis is less without the potential application of the 50% increase for workforce housing in Palm Beach County.

POTENTIAL IMPACTS UNDER EXISTING LAND USE

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

POTENTIAL IMPACTS UNDER PROPOSED LAND USE

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

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

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

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

Traffic

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

Potable Water and Sanitary Sewer

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

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

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

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

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

Solid Waste

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

Drainage

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

Schools

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

Recreation

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

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

Conclusion of Level of Service Analysis

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

Land Use Analysis:

After a review of the proposed land use amendment, staff has determined that the application is consistent with the provisions of Chapter 163, FS, because it is compatible with adjacent properties, meets concurrency requirements, and is consistent with the provisions of the City's Comprehensive Plan. Specifically, these are as follows:

A. *Compatibility:*

North: To the north of the subject site is a large residential single-family lot, existing single family residential development with a future land use designation of PBC LR-2 and a zoning designation of PBC Agricultural Residential (AR). The proposed RS-LD designation will be a compatible with the existing development to the north.

South: To the south of the subject site is Tradewinds Middle School, an existing public school with a future land use designation of City Public Institutional (PI) and a zoning designation of City Government Use (GU). The proposed RS-LD designation will be a compatible with the existing development to the north.

East: To the east of the parcel is planned commercial development, Military Crossing with a city Commercial (CM) land use designation and a Commercial Intensive (CI) zoning designation. The proposed RS-LD designation will be a compatible with the existing development to the east.

West: To the west of the subject parcel is the large residential single-family lot, existing single family residential development with a future land use designation of PBC LR-2 and a zoning designation of PBC Agricultural Residential (AR). The proposed RS-LD designation will be a compatible with the existing development to the north. The proposed designation is consistent with the adjacent land use; therefore, there will be no adverse impacts from the proposed future land use amendment.

Conclusions: Reviewing the adjacent existing residential, government, and commercial development to the north, south, east and west shows that the proposed City Residential Low density (RS-LD) future land use designation is compatible with the surrounding properties and the closest development not separated by water bodies or canal right-of-way.

B. *Concurrency:*

As previously stated, this future land use amendment will provide these sites with a City future land use designation based on its annexation. Any future changes to the site will be evaluated for compliance with level of service standards by all relevant agencies as part of site and development plan approval. The applicant meets the level of service (LOS) standards for this site.

C. Consistency with City's Comprehensive Plan:

The proposed amendment is consistent with the Goals, Objectives and Policies of the Comprehensive Plan, specifically:

1. Future Land Use Element

Objective 8, Policy c)

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

* * * (4 through 16 omitted for brevity) * * *

- (1) Agricultural Residential - 1.0 residential unit per two and one-half (2½) net acres;
- (2) Estate Residential - 1.0 residential unit per net acre;
- (3) Low Density Residential - 3.0 to 5.0 residential units per net acre;

Objective 10, Policy e)

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

Policy e)

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

Objective 11, Policies a, b & c)

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

Policy a)

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

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

Policy b)

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

Policy c)

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

Policy d)

The City will continue to utilize the nodal system (Section VI A.1 and A.2 of the Future Land Use Element) in conjunction with Map 5 to designate Future Land Uses in activity spheres and infill corridors.

V. Consistency with the Treasure Coast Regional Planning Council SRPP

The proposed future land use amendment represents a means of applying a suitable land use designation that is consistent and compatible with the established land use pattern. This is consistent with the intent of Regional Goal 2.1, which discourages urban sprawl development patterns and Regional Goal 5.1, which states that redevelopment, revitalization and infill of existing neighborhoods and districts should be encouraged. The proposed Residential Low Density (RS-LD) future land use designations are consistent with the intent of Regional Goal 8.1 which states that development should take place concurrent with or after the provision of necessary infrastructure and services. As a result, the proposed future land use amendment is consistent with the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.

VI. Consistency with Chapter 163, Florida Statutes

The amendment is consistent with the provisions of Chapter 163.3184 and 163.3187 F.S. concerning the processing of a small-scale future land use amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

In summary, this small-scale future land use amendment to the City's Comprehensive Plan is compatible with adjacent land uses, adequately addresses concurrency issues, and is consistent with the City's Comprehensive Plan, the Regional Planning Council's SRPP and Chapter 163, F.S.

VII. Staff Recommendation

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

LOCAL PLANNING AGENCY ACTION – February 8, 2024

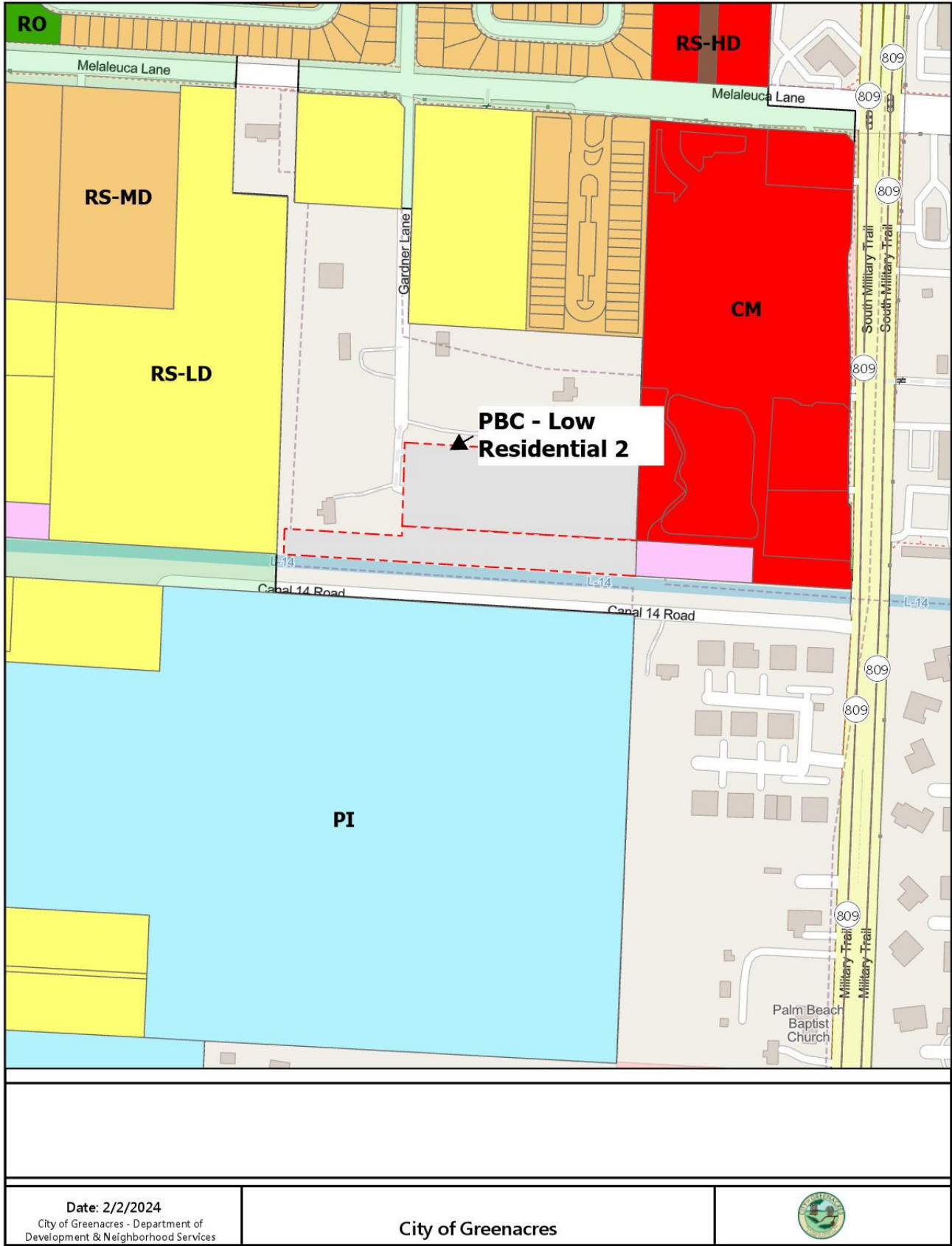
The Local Planning Agency on a motion made by Board Member Edmundson and seconded by Board Member Fitzgerald, voting five (5) to zero (0), *recommended approval* of **CPA-24-02**, as presented by staff.

CITY COUNCIL ACTION First Reading – April 15, 2024

The City Council on a motion made by Deputy Mayor Tharp and seconded by Council Member Tharp, voting four (4) to zero (0), *tabled* Comprehensive Plan Amendment **CPA-24-02**, to date certain City Council meeting on May 6, 2024, as presented by staff.

CITY COUNCIL ACTION First Reading – May 6, 2024

CITY COUNCIL ACTION Adoption Hearing



Date: 2/2/2024
City of Greenacres - Department of
Development & Neighborhood Services

City of Greenacres





Legend		
COMMERCIAL	RECREATION OPEN SPACE	RESIDENTIAL LOW DENSITY
MIXED USE	RESIDENTIAL HIGH DENSITY	RESIDENTIAL MEDIUM DENSITY
PUBLIC INSTITUTION		

Date: 2/2/2024
City of Greenacres - Department of
Development & Neighborhood Services

Future Land Use Map
City of Greenacres





ITEM SUMMARY

MEETING DATE: May 6, 2024

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

SUBJECT: **Ordinance 2024-04, ZC-24-02 Zoning Change First Reading**
4964 Gardner Lane

BACKGROUND

A City initiated request for a Zoning Change approval for a 3.5918-acre parcel, located at 4964 Gardner Lane from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR) zoning designation. A voluntary annexation (ANX-23-02) and a small-scale future land use amendment (CPA-24-02) are being processed concurrently with the petition.

The Planning and Zoning Board of Adjustments recommended approval by a vote of 5-0 at their meeting on February 8, 2024. On April 15, 2024, City Council on a 4-0 motion tabled ZC-24-02 to date certain May 6, 2024 City Council meeting.

ANALYSIS

This Zoning Change is needed in order to replace the existing Palm Beach County (PBC) Agricultural Residential (AR) to a City Agricultural Residential (AR) zoning district.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2024-04 was prepared in accordance with all applicable State Statutes and City Code requirements. Documents were reviewed for legal sufficiency.

STAFF RECOMMENDATION

Approval of ZC-24-02 through the adoption of Ordinance 2024-04.

ORDINANCE NO. 2024-04

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A ZONING CHANGE AND OFFICIAL ZONING MAP AMENDMENT FOR TWO PARCELS OF LAND TOTALING APPROXIMATELY 3.5918 ACRES, LOCATED AT 4964 GARDNER LANE FROM A PALM BEACH COUNTY AGRICULTURAL RESIDENTIAL (AR) ZONING DESIGNATION TO CITY OF GREENACRES AGRICULTURAL RESIDENTIAL (AR), AS REQUESTED BY MCKENNA WEST OF COTLEUR HEARING, AGENT FOR THE OWNER 4964 GARDNER LANE LLC; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, McKenna West are herein known as the "Petitioner(s)" for the herein described property; and

WHEREAS, the Petitioner is requesting a rezoning of one (1) parcel of land totaling approximately 3.5918 acres more or less, from a Palm Beach County zoning designation of Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR); and

WHEREAS, the Planning Commission has held a duly advertised public hearing on February 8, 2024 and reviewed the application for compliance with the staff findings relevant to the criteria for a Zoning Change as detailed in the Land Development Staff Report and Recommendation, Exhibit "A", dated February 2, 2024, as revised; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing on March 19, 2024 and has considered all comments received concerning the proposed amendment to the Official Zoning Map as required by state law and local ordinance; and

WHEREAS, the City Council finds that the proposed zoning change ordinance is consistent with the City's Comprehensive Plan, said Plan being adopted pursuant to the Local

Ordinance No. 2024-04 | Denton Nursery/LWDD

Page No. 2

Government Comprehensive Planning and Land Development Regulation Act and certified by the State of Florida Division of Community Development; and

WHEREAS, the City Council of the City of Greenacres further finds that, in accordance with Exhibit "A", "Land Development Staff Report and Recommendation", dated February 2, 2024, as revised (attached), the proposed amendment changing the zoning district of two (2) parcels of land totaling approximately 3.5918 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR); is in the best interest of the citizens of the City of Greenacres.

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

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

Section 2. Zoning Change and Zoning Map Amendment.

The request by the Petitioner to change the zoning designation for a parcel of land totaling approximately 3.5918 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR), is hereby granted for the property located at 4964 Gardner Lane, legally described as follows:

Legal Description

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

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

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

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 3.5918 ACRES MORE OR LESS.

Section 3. Authorization to Make Changes.

That the Planning, GIS, and Engineering Division is further directed to make the necessary changes to the City of Greenacres Official Zoning Map to reflect the changes authorized by this Ordinance.

Section 4. Repeal of Conflicting Ordinances.

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

Section 5. Severability

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

SECTION 6. Effective Date

Ordinance No. 2024-04 | Denton Nursery/LWDD

Page No. 4

The provisions of this Ordinance shall become effective consistent with the effective date of Ordinance No. 2024-03, which is the companion small scale comprehensive plan amendment ordinance (changing the Future Land Use designation for the property).

[The Remainder of this Page Intentionally Left Blank.]

Passed on the first reading this 6th day of May, 2024.

PASSED AND ADOPTED on the second reading this ____ day of _____, 2024.

Chuck Shaw, Mayor

Voted:
Judith Dugo, *Deputy Mayor*

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

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

Revised: 02/08/24
04/15/24



DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

Subject/Agenda Item:

Ordinance 2024-04: ZC-24-02 4964 Gardner Lane

Recommendation to City Council: A city-initiated request for a Zoning Change approval for a 3.5918-acre parcel, located at 4964 Gardner Lane and the adjacent Lake Worth Drainage District (LWDD) parcel from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR).

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p>Originating Department: Planning & Engineering</p> <p>Project Manager</p> <p>_____</p> <p>Gionni Gallier, Senior Planner</p>	<p>Reviewed By:</p> <p>Director of Development & Neighborhood Services (DNS)</p> <p>_____</p> <p>Denise Malone, AICP, Director DNS</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: 1/25/24, 2/22/24, 3/7/24</p> <p>Paper: Lake Worth Herald</p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p>Notice Distance: _ 300'</p>

<p>Attachments:</p> <ul style="list-style-type: none"> • Ordinance 2024-05 • Aerial Map • Existing and Proposed Zoning Map 	<p>City Council Action:</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Approve with conditions</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> Continued to: _____</p>
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I. Executive Summary

The proposed Zoning Change or Rezoning from PBC Agricultural Residential (AR) to City Agricultural Residential (AR) involves a parcel, totaling approximately 3.5918 acres, concurrently annexing into the city boundary through voluntary annexation (ANX-23-02), and concurrently requesting a small-scale Future Land Use Map Amendment (CPA-24-02).

II. Site Data:

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

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

III. Annexation/Zoning History:

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

The parcels have a Palm Beach County (PBC) Land Use Designation of LR-2, Low Residential, 2 units per acre and a Palm Beach County Zoning Designation of Agricultural Residential (AR). This application is a request for a Zoning Change or Rezoning from PBC Agricultural Residential (PBC AR) to City

Agricultural Residential (COG AR). Planning applications for this parcel, including a small-scale Future Land Use Map Amendment (CPA-24-02), are being considered, and processed concurrently with the annexation (ANX-23-02) of the parcel.

IV. Applicable Comprehensive Plan Provisions:

The Comprehensive Plan includes the following planning objectives and policies related to this proposed zoning change request:

1. Future Land Use Element

Objective 8, Policy c)

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

** * * (4 through 16 omitted for brevity) * * **

- (1) Agricultural Residential - 1.0 residential unit per two and one-half (2½) net acres;
- (2) Estate Residential - 1.0 residential unit per net acre;
- (3) Low Density Residential - 3.0 to 5.0 residential units per net acre;

Objective 11, Policies a, b, & c)

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

Policy a)

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

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

Policy b)

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

Policy c)

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

V. Applicable City Code Provisions:

Section 16-153(a)(1) of the Code relating to rezoning of property states that the proposed zoning change should not be contrary to the future land use map, and it should not have an adverse effect on the Comprehensive Plan.

Division 2. Agricultural Residential (AR) (Section 16-254 through 16-264)

The provisions of the agricultural residential (AR) zoning district are primarily intended to provide for both very low density residential development and limited agricultural activities within close proximity to each other, and in a manner that will not adversely impact adjacent land uses while allowing for a semi-rural residential lifestyle within the municipal boundaries.

VI. Staff Analysis:

Background:

This Zoning Change is needed in order to replace the existing Palm Beach County Agricultural Residential Zoning Designation with an appropriate City of Greenacres Zoning Designation of Agricultural Residential. The applicant is not proposing to redevelop the property upon annexation and will continue the uses approved by Palm Beach County for the property.

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

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

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

a. Sales limited to wholesale operations only to exporters, distributors, landscape contractors, and retailers.

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

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

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

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

a. General

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

b. Location

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

c. Height

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

d. Screening

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

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

f. Exceptions

The following uses or material are exempt from this:

- 1) Storage and sales of landscape plant material.
- 2) Temporary storage of material used for road construction on a lot directly adjacent to the roadway under construction.

g. Parking/Storage

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

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

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

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

e. No aerial application of chemicals permitted.

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

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

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

Development Review Committee Comments:

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

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

Change Criteria and Findings of Fact:

Section 16-153. Planning and Development Commission Report: The Planning, Zoning and Appeals Board shall submit a report to the City Council which shows that the Commission has studied and considered the proposed amendment for rezoning of property and change to the official zoning map in relation to the following, where applicable:

Specific Criteria Findings:

- (1) Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the Comprehensive Plan.**

Finding: The proposed Agricultural Residential (AR) zoning district will be consistent with the property's proposed Residential Low Density (RS-LD) future land use designation. The AR district is intended for to provide for both very low density residential development and limited agricultural activities within close proximity to each other, and in a manner that will not adversely impact adjacent land uses while allowing for a semi-rural residential lifestyle. The zoning designation allows for a rural residential uses in support of the Goals, Objectives, and Policies of the Comprehensive Plan directing the city to separate urban and rural land uses by designating appropriate land use densities and intensities in accordance with approved zoning districts based on compatibility with surrounding land uses.

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

Finding: The proposed Agricultural Residential (AR) zoning designation is consistent with the existing land use pattern in the area. The Agricultural Residential (AR) Use designation and uses which surround the site to the east, north, and south are within a residential area that provides a location for servicing the adjacent residential community. The proposed zoning designation is consistent with the adjacent property located within Palm Beach County to the south and east and compatible with the character of the city institutional and commercial parcels to the north and west within the City.

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

Finding: This proposed zoning change will not create an isolated zoning district. The parcels are located adjacent to the existing Agricultural Residential zoning.

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

Finding: The subject site currently has a single-family home and accessory uses and is mostly surrounded by developed residential uses.

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

Finding: The properties were previously annexed into the City and therefore require an appropriate City zoning designation.

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

Finding: The properties are being concurrently annexed into the City and therefore requires an appropriate City zoning designation.

(7) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Finding: The proposed change will provide for a compatible zoning designation for the annexed parcel and the existing development will continue with the existing uses of the site, therefore impacts will not change.

(8) Whether the proposed change will adversely influence living conditions in the neighborhood.

Finding: The proposed zoning change will not adversely affect living conditions in the area. The parcel is currently developed and is expected to continue in the current use.

(9) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Finding: The property was previously annexed into the City and therefore require an appropriate City zoning designation.

(10) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Finding: As evidenced by the findings above, the proposed zoning change does not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the property's proposed future land use, the surrounding zoning designations.

VII. Staff Recommendation:

Approval of ZC-24-02 through the adoption of Ordinance 2024-04.

PLANNING & ZONING BOARD OF APPEALS RECOMMENDATION – February 8, 2024

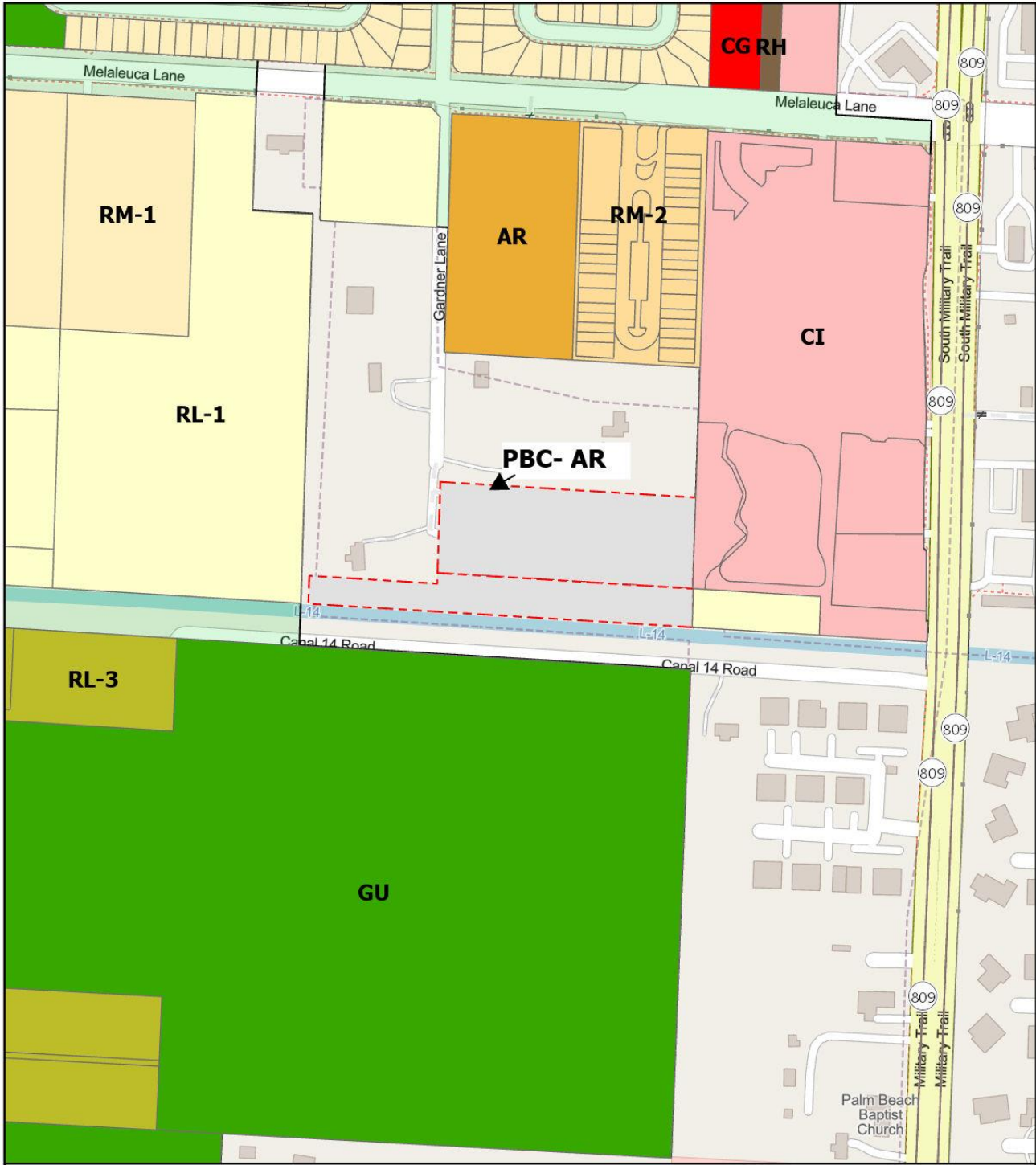
The Planning and Zoning Board of Appeals on a motion made by Board Member Edmundson and seconded by Board Member Fitzgerald, voting five (5) to zero (0), *recommended approval* of Zoning Change ZC-24-02, as presented by staff.

CITY COUNCIL ACTION First Reading – April 15, 2024

The City Council on a motion made by Council Member Tharp and seconded by Council Member Diaz, voting four (4) to zero (0), *tabled ZC-24-02, (Denton Nursery)*, to date certain City Council meeting on May 6, 2024, as presented by staff.

CITY COUNCIL ACTION First Reading – May 6, 2024

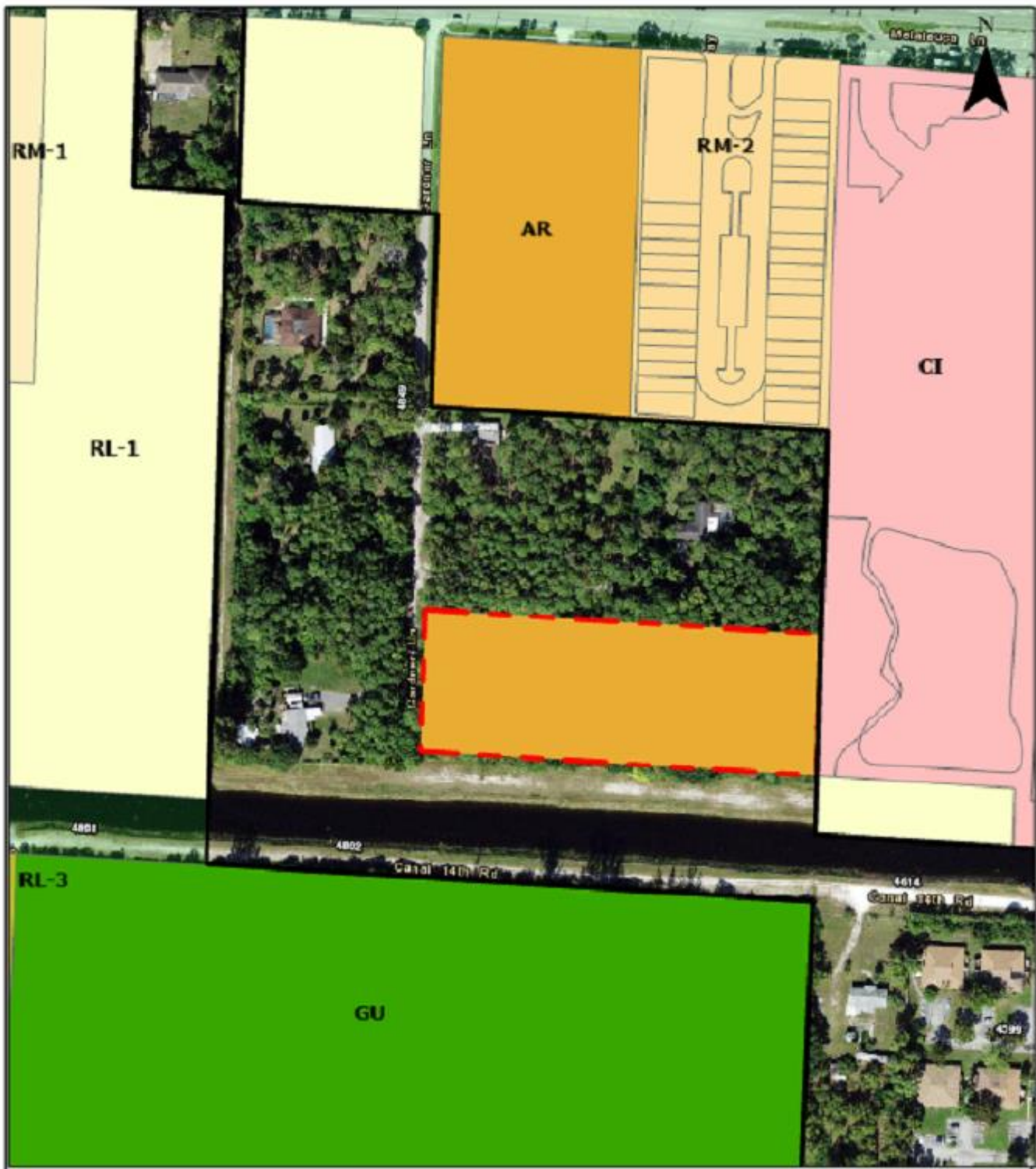
CITY COUNCIL ACTION Adoption Hearing



Date: 2/2/2024
City of Greenacres - Department of
Development & Neighborhood Services

City of Greenacres





<ul style="list-style-type: none"> AGRICULTURAL RESIDENTIAL (A) COMMERCIAL GENERAL (CG) COMMERCIAL INTENSIVE (CI) 	<ul style="list-style-type: none"> COMMERCIAL NEIGHBORHOOD (CN) GOVERNMENT USE (GU) HOUSING DEVELOPMENT - COMMERCIAL (HD-C) 	<ul style="list-style-type: none"> HOUSING DEVELOPMENT - OFFICE (HD-O) HOUSING DEVELOPMENT - PROFESSIONAL (HD-P) HOUSING DEVELOPMENT - INSTITUTIONAL (HD-I) 	<ul style="list-style-type: none"> HOUSING DEVELOPMENT - RESIDENTIAL (HD-R) OFFICE PROFESSIONAL (OP) RESIDENTIAL ESTATE (1 UNIT) (RE-1) RESIDENTIAL ESTATE (2 UNITS) (RE-2) RESIDENTIAL ESTATE (3 UNITS) (RE-3) RESIDENTIAL ESTATE (4 UNITS) (RE-4) RESIDENTIAL ESTATE (5 UNITS) (RE-5) RESIDENTIAL ESTATE (6 UNITS) (RE-6) RESIDENTIAL ESTATE (7 UNITS) (RE-7) RESIDENTIAL ESTATE (8 UNITS) (RE-8) RESIDENTIAL ESTATE (9 UNITS) (RE-9) RESIDENTIAL ESTATE (10 UNITS) (RE-10) RESIDENTIAL ESTATE (11 UNITS) (RE-11) RESIDENTIAL ESTATE (12 UNITS) (RE-12) RESIDENTIAL ESTATE (13 UNITS) (RE-13) RESIDENTIAL ESTATE (14 UNITS) (RE-14) RESIDENTIAL ESTATE (15 UNITS) (RE-15) RESIDENTIAL ESTATE (16 UNITS) (RE-16) RESIDENTIAL ESTATE (17 UNITS) (RE-17) RESIDENTIAL ESTATE (18 UNITS) (RE-18) RESIDENTIAL ESTATE (19 UNITS) (RE-19) RESIDENTIAL ESTATE (20 UNITS) (RE-20)
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ITEM SUMMARY

MEETING DATE: May 6, 2024

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

SUBJECT: **Ordinance 2024-05, CPA-24-03 Future Land Use Amendment
Second Reading**

4901 and 4977 S. 56th Terr (City Property)

BACKGROUND

A City-initiated request for a small-scale Future Land Use Map Amendment for two (2) parcels totaling approximately 8.7 acres, located at 4901 and 4977 S. 56th Terrace and the adjacent Lake Worth Drainage District (LWDD) parcel from Palm Beach County (PBC) LR-1, Low Residential, 1 unit per acre future land use designation with an appropriate City designation of Public Institutional (PI). A voluntary annexation (ANX-23-03) and a Zoning Change or Rezoning (ZC-24-03) for the parcels are being processed concurrently with the petition.

The Planning and Zoning Board of Appeals recommended approval by a vote of 5-0 at their meeting on February 8, 2024. The City Council approved this petition on first reading April 15, 2024, by a unanimous vote of 4-0.

ANALYSIS

This small-scale Future Land Use amendment is needed in order to replace the existing Palm Beach County (PBC) LR-1, Low Residential, 1 unit per acre Future Land Use designation with an appropriate City designation of Public Institutional (PI).

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2024-05 was prepared in accordance with all applicable State Statutes and City Code requirements. Documents were reviewed for legal sufficiency.

STAFF RECOMMENDATION

Approval of CPA-24-03 through the adoption of Ordinance 2024-05.

ORDINANCE NO. 2024-05

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, TO CHANGE THE FUTURE LAND USE DESIGNATION OF TWO (2) PARCELS OF LAND TOTALING APPROXIMATELY 8.7 ACRES, LOCATED AT 4901 AND 4977 SOUTH 56TH TERRACE FROM A PBC LR-1 LOW RESIDENTIAL, 1 UNIT PER ACRE (LOW DENSITY 1 UNIT PER ACRE) TO THE CITY OF GREENACRES PUBLIC INSTITUTIONAL (PI) LAND USE DESIGNATION, AS REQUESTED BY THE DEVELOPMENT & NEIGHBORHOOD SERVICES DEPARTMENT, AGENT FOR THE OWNERS THE CITY OF GREENACRES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE (FDOC); PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenacres, pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been certified by the State of Florida Division of Community Development; and

WHEREAS, Chapter 163.3187 provides for small-scale future land use amendments for properties fifty (50) acres or less; and

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

WHEREAS, the City of Greenacres Development & Neighborhood Services Department is herein known as the "Petitioner" for the herein described properties; and

WHEREAS, the petitioner is requesting to change the City of Greenacres Future Land Use Map from a PBC LR-1 Low Residential, 1 unit per Acre (Low Density 1 Unit per Acre) to the City of Greenacres Public Institutional (PI) land use designation for the subject property; and

Ordinance No. 2024-05 | City Hall Annex/LWDD

Page No. 2

WHEREAS, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on February 8, 2024, and has recommended approval of petition CPA-24-03 to amend the Comprehensive Plan; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing to receive comments on CPA-24-03 concerning the proposed amendment to the Comprehensive Plan and has considered all comments received as required by state law and local ordinance; and

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

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

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

Section 2. Future Land Use Map Designation

The Future Land Use Map in the City's Comprehensive Plan is hereby amended to change the designation of the subject property from a PBC LR-1 Low Residential, 1 unit per Acre (Low Density 1 Unit per Acre) to the City of Greenacres Public Institutional (PI) land use designation for the Property, which is legally described as follows:

Legal Description

PCN: 00-42-44-26-00-000-7100

A Parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

Ordinance No. 2024-05 | City Hall Annex/LWDD

Page No. 3

The West 320.0 feet of the North 3450.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 east, Palm Beach County, Florida.

Subject to an easement for ingress and egress over the North 20.0 feet of the East 348.6 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

PCN: 00-42-44-26-00-000-7040

The SW ¼ of the SE ¼ of the W ¼ of Section 26, Township 44 South, Range 42 East Palm Beach County, Florida.

Less a parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

The West 320.0 feet of the North 340.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

Also, Less the South 86 feet thereof, conveyed to the Lake Worth Drainage District in Deed Book 113, Page 25, Public Records of Palm Beach County, Florida.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 8.7 ACRES MORE OR LESS.

Section 3. Authorization to Make Changes.

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

Section 4. Repeal of Conflicting Ordinances.

Ordinance No. 2024-05 | City Hall Annex/LWDD

Page No. 4

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

Section 5. Severability

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

Section 6. Transmittal to the FDOC.

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

Section 7. Inclusion in the Comprehensive Plan.

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

Section 8. Effective Date

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

Passed on the first reading this 15th day of April, 2024.

PASSED AND ADOPTED on the second reading this 6th day of May, 2024.

Chuck Shaw, Mayor

Judith Dugo, *Deputy Mayor*

Attest:

Quintella Moorer, City Clerk

John Tharp, Council Member, *District I*

Peter Noble, Council Member, *District II*

Susy Diaz, Council Member, *District IV*

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

CPA-24-03
Exhibit "A"
Date: February 2, 2024

Revised: 02/08/2024
04/14/2024



DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

Subject/Agenda Item:

Ordinance 2024-05: CPA-24-03 4901 and 4977 S. 56th Terr. (City Hall Annex)

Recommendation to City Council: A City-initiated request for a small-scale Future Land Use Amendment for two (2) parcels totaling approximately 8.7 acres from PBC LR-1 Low Residential, 1 unit per Acre (Low Density 1 Unit per Acre) to the City of Greenacres Public Institutional (PI) land use designation. The properties are located at 4901 and 4977 South 56th Terrace.

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

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

<p>Attachments:</p> <ul style="list-style-type: none"> • Location Map • Ordinance 2024-01 • Existing and Proposed Land Use Maps 	<p>City Council Action:</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Approve with conditions</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> Continued to: _____</p>
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I. Executive Summary

The proposed comprehensive land use amendment (CPA-24-03) involves two parcels, totaling approximately 8.7 acres, recently annexed into the City boundary through voluntary annexation (ANX-24-03). The City purchased two (2) of the properties on November 18, 2022, which are directly adjacent to City Hall and will allow for the expansion of the existing site in the future to address future demands of the City. In addition, the City contacted the Lake Worth Drainage District (LWDD) who gave consent to voluntarily annex the adjacent Right of Way which is adjacent to the City’s properties and extends east along the canal 14 right-of-way to Haverhill Road.

The two (2) parcels have a Palm Beach County (PBC) Land Use designation of LR-1, Low Residential, 1 unit per acre and a Palm Beach County Zoning designation of Agricultural (AR). This application is a request for a small-scale Future Land Use Amendment for the parcels from PBC LR-1, Low Residential, 1 unit per acre) to City Public Institutional (PI). The city is required to apply city land use and zoning designations for properties annexed into the city boundary within two (2) years of annexation.

II. Site Data

Existing Use:	Two single-family home with accessory buildings and a vacant LWDD maintenance parcel
Proposed Use:	City Government services and drainage maintenance
Parcel Control Numbers:	00-42-44-26-00-000-7100; 00-42-44-26-00-000-7040;
Parcel Size:	8.7 acres
Existing Future Land Use Designation:	PBC LR-1, Low Residential, 1 unit per acre
Proposed Future Land Use Designation:	City Public Institutional (PI)
Existing Zoning District:	PBC Agricultural Residential (AR)
Proposed Zoning District:	Government Use (GU)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	Existing Land Use	Future Land Use	Zoning District
<i>North</i>	Harvest Pines Residential Development	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>South</i>	Nautica Isles	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>East</i>	Unincorporated Residential development	PBC Residential Low 1 (PBC LR-1)	PBC Agricultural Use (City AR)
<i>West</i>	Greenacres City Hall	Public Institutional (City PI)	City Government Use (City GU)

III. Annexation/Zoning History

This collection of properties, currently part of unincorporated Palm Beach County, encompasses multiple parcels totaling 8.7 acres. These parcels include both developed lands, featuring single-family homes, and are all situated within the designated Future Annexation Area of the City, forming part of several Palm Beach County enclaves adjacent to the City's limits.

The first City-owned parcel, located at 4901 South 56th Terrace, is developed with a 4,356 square foot single family home including a 936 square foot detached garage. The second parcel, located at 4977 South 56th Terrace, is developed with a 3,329 square foot single-family home with a 725 square foot detached garage. The parcels are accessed via S. 56th Terrace that is an access easement across the rear properties of three single-family lots with frontage on Misty Pines Trail in unincorporated PBC. The two (2) properties are directly adjacent to the existing Greenacres City Hall.

The parcels have a Palm Beach County (PBC) Land Use designation of LR-1, Low Residential, 1 unit per acre and a Palm Beach County Zoning designation of Agricultural (AR). This application is a request for a small-scale Future Land Use Amendment for the parcels from PBC LR-1, Low Residential, 1 unit per acre to City Public Institutional (PI). Future planning applications for this parcel, including a Zoning Change or Rezoning (ZC-24-03), will be considered and processed concurrent with the Annexation (ANX-23-03) of the parcel.

IV. Data and Analysis

Background:

This small-scale future land use amendment is needed in order to replace the existing Palm Beach County (PBC) LR-1, Low Residential, 1 unit per acre future land use designation with an appropriate City designation of Public Institutional (PI).

LEVEL OF SERVICE ANALYSIS

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

The proposed City of Greenacres Public Institutional (PI) future land use designation allows a maximum FAR of 0.10 to 0.35, whereas the County allows a density of one (1) unit per acres for residential uses.

The maximum lot coverage for all buildings in the city's government use (GU) district shall be subject to staff review and determination on the basis of good planning and design and published safety standards. The maximum FAR shall not exceed a range from 0.10 to 0.35, with the actual maximum FAR for a particular property to be determined during the site plan approval process on the basis of compatibility with adjacent land uses, service capacity availability, current and future traffic capacity (Year 2020, etc. MPO Model) and safety.

POTENTIAL IMPACTS UNDER EXISTING LAND USE

Table 2: Palm Beach County Development Potential				
Land Use	Area	Max Density	Density Bonus	Max Potential Units
PBC LR-1	8.7 acres	1 dui	TDR +3 dui	34 units
Maximum Development Potential				34 units
Average Daily Trips (51 units X 10 avg daily trips) (ITE code 210)				340 ADT

POTENTIAL IMPACTS UNDER PROPOSED LAND USE

Table 3: Greenacres Development Potential				
Land Use	Area	Lot Coverage	FAR	Max Potential
COG PI	12.8627 acres	NA	.1 (min)	56,029
			0.35 (max)	196,104 square feet
Maximum Development Potential				196,104 square feet
Average Daily Trips ((196,104/1000)*22.59) (ITE Code 730)				4,429 ADT

As the above intensity/density analysis demonstrates, the proposed PI land use designation will be more than the maximum density of the County LR-1 designations if the entire site was developed at the maximum development potential of .1 FAR but allows for the City to extend services to residents. The ITE Code utilized was for government offices as the maximum development potential for the site, but more than likely portions of the site will be utilized to be Emergency Operations offices and open spaces to meet existing level of service demands.

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

[Remainder of this page intentionally left blank.]

Table 4: Public Facilities Impacts Table – CPA-24-01 PBC Utility Site

Public Facility	Demand- Existing FLU Max Development Potential (see Table 2)	Demand Proposed FLU Max Development Potential (see Table 3)	Change	Available Public Facilities to meet LOS for increased demand
Roadways	34 x 10 ADT/du = 340 ADT	0 units= 0 ADT	Remove 340 trips	YES
Recreation*	34 units x 3 persons/du= 102 persons	0 units = 0 persons	Remove 102 net persons demand	YES
Potable Water*	102 persons x 126 gal/person/day = 19,278 gal/day	0 persons x 126 gal/person/day = 0 gal/day	Remove 19,278 net gallons per day	YES
Sanitary Sewer*	102 persons x 85 gal/person/day = 13,005 gal/day	0 persons x 85 gal/person/day = 0 gal/day	Remove 13,005 net gallons per day	YES
Drainage	Requirements are the same regardless of land use or development type		None	YES
Solid Waste*	102 persons x 7.13 pounds/person/day = 1090.9 lbs./day	0 persons x 7.13 pounds/person/day = 0 lbs./day	Remove 1090.9 net pounds (lbs.) per day	YES
Mass Transit*	34 ADT x .05% transit trips/vehicle trip = 0.0255 transit trips	0 ADT x .05% transit trips/vehicle trip = 0 transit trips	Remove 0.0255 net transit trips	YES
*The level of service standards does not divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons, pounds, acres, or transit trips per person served per day that include both residential and non-residential uses.				

Traffic

The city prepared a basic Level of Service Traffic Evaluation for the subject property based on impacts from the Average Daily Trips (ADT). The analysis examined the traffic impacts of the current future land use designation, PBC Residential Low / 1 unit per acre (LR-1) (see Table 2), and the proposed future land-use designation, City of Greenacres Public Institutional (PI)(see Table 3), and concludes that the proposed Comprehensive Plan Map Amendment meets the City's transportation standards and is consistent with the City's Comprehensive Plan Transportation Element.

Potable Water and Sanitary Sewer

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

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

The City of Greenacres is within the PBC Central Region and is served by the East Central Region Wastewater Treatment Plant (ECR), which is operated by the City of West Palm Beach. The projected

sewage generation for the Central and Southern Regions of Palm Beach County service areas will be less than the available capacity of 44.0 MGD outlined in the County's Comprehensive Plan. All County projections account for the current and future residents of the City of Greenacres. The existing Level of Service of the PBCWUD system is 85 gallons of wastewater produced and treated per capita per day as outlined in Palm Beach County's Comprehensive Plan. This level of service adopted by Palm Beach County will be the same for the City of Greenacres since it is served by PBCWUD. The PBCWUD does not use level of service standards that divide systemwide capacity into residential and non-residential uses; rather, they simply provide gallons per person served per day that include both residential and non-residential uses. The proposed land use designation is changing from residential to non-residential use; therefore, the land use amendment will remove the potential demand from the property.

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

Solid Waste

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

Drainage

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

Schools

There is no residential population, therefore there will be no demand for School Capacity.

Recreation

The City's Comprehensive Plan and Land Development Regulations require the evaluation of the impact on the Recreation Level of Service generated by new residents from an amendment. The current Citywide recreation and open space inventory total is approximately 137.90 acres. Based on the current population of 45,476 (BEBR 4/2023), the city exceeds the Level of Service (LOS) of 3.0 acres per 1,000 population by 1.90 acres ($45,476 / 1,000 \times 3 = 136$) ($137.90 - 136 = 1.90$). The proposed comprehensive plan amendment will not generate any additional residents (0 units x 2.2 Persons per household), therefore, there will not be a demand for additional acres of recreation and open space facilities.

Conclusion of Level of Service Analysis

The proposed development demonstrates that there will be no adverse impacts on the adopted Level of Service (LOS) standards for sanitary sewer and potable water, solid waste, drainage, public safety, schools, recreation, and traffic. Therefore, the proposed Comprehensive Plan Map Amendment from PBC LR-1 to COG PI will not pose a negative impact on the public facilities in the area. The City has determined that adequate capacity exists for the proposed amendment.

Land Use Analysis:

After a review of the proposed land use amendment, staff has determined that the application is consistent with the provisions of Chapter 163, FS, because it is compatible with adjacent properties, meets concurrency requirements, and is consistent with the provisions of the City's Comprehensive Plan. Specifically, these are as follows:

A. *Compatibility:*

North: To the north of the subject site is Harvest Pines, an existing single family residential development with a future land use designation of City Residential-Low density (RS-LD) and a zoning designation of City Residential Low 3 (RL-3). The proposed PI designation will be a compatible with the existing development to the north.

South: To the south of the subject site is Nautica Isles, an existing single family residential development with a future land use designation of City Residential-Low density (RS-LD) and a zoning designation of City Residential Low 3 (RL-3). The proposed PI designation will be a compatible with the existing development to the north.

East: To the east of the parcel is Unincorporated Residential development on large residential lots that range from 2.3 to 2.6 acres with a PBC land use designation of LR-1, Low Residential, 1 unit per acre and an Agricultural Residential (AR) zoning designation. The proposed PI designation will be a compatible with the existing development to the east.

West: To the west of the subject parcel is the City of Greenacres City Hall site which has a Public Institutional (PI) land use designation and a Government Use (GU) zoning district. The proposed designation is identical to the adjacent land use; therefore, there will be no adverse impacts from the proposed future land use amendment.

Conclusions: Reviewing the adjacent existing residential and government development to the north, south, east and west shows that the proposed City Commercial future land use designation is compatible with the surrounding properties and the general residential and city services development.

B. *Concurrency:*

As previously stated, this future land use amendment will provide these sites with a City future land use designation based on its annexation. Any future changes to the site will be evaluated for compliance with level of service standards by all relevant agencies as part of site and development plan approval. The applicant meets the level of service (LOS) standards for this site.

C. Consistency with City's Comprehensive Plan:

The proposed amendment is consistent with the Goals, Objectives and Policies of the Comprehensive Plan, specifically:

1. Future Land Use Element

The Advisory Future Land Use Map (Map FLU 9) recommends Residential Low Density (RS-LD) for the subject area. The City is proposing the Public Institutional (PI) Use to accommodate the development of city services on the site since it is adjacent to the existing city hall site also with a Future Land Use designation of PI.

Objective 8, Policy c)

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

* * * (1 through 14 and 16 omitted for brevity) * * *

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

Objective 10, Policy e)

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

Policy e)

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

Objective 11, Policies a, b & c)

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

Policy a)

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

- (1) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.
- (2) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.

- (3) Adequate facilities and services shall be available and concurrent to accommodate the proposed development.

Policy b)

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

Policy c)

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

Policy d)

The City will continue to utilize the nodal system (Section VI A.1 and A.2 of the Future Land Use Element) in conjunction with Map 5 to designate Future Land Uses in activity spheres and infill corridors.

V. Consistency with the Treasure Coast Regional Planning Council SRPP

The proposed future land use amendment represents a means of increasing commercial opportunities in the City through the process of infill development, rather than approving land uses which will encourage urban sprawl. This is consistent with the intent of Regional Goal 2.1, which discourages urban sprawl development patterns and Regional Goal 5.1, which states that redevelopment, revitalization and infill of existing neighborhoods and districts should be encouraged. The proposed Commercial (CM) future land use designations are consistent with the intent of Regional Goal 8.1 which states that development should take place concurrent with or after the provision of necessary infrastructure and services. As a result, the proposed future land use amendment is consistent with the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.

VI. Consistency with Chapter 163, Florida Statutes

The amendment is consistent with the provisions of Chapter 163.3184 and 163.3187 F.S. concerning the processing of a small-scale future land use amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

In summary, this small-scale future land use amendment to the City's Comprehensive Plan is compatible with adjacent land uses, adequately addresses concurrency issues, and is consistent with the City's Comprehensive Plan, the Regional Planning Council's SRPP and Chapter 163, F.S.

VII. Staff Recommendation

Approval of CPA-24-03 through the adoption of Ordinance 2024-05.

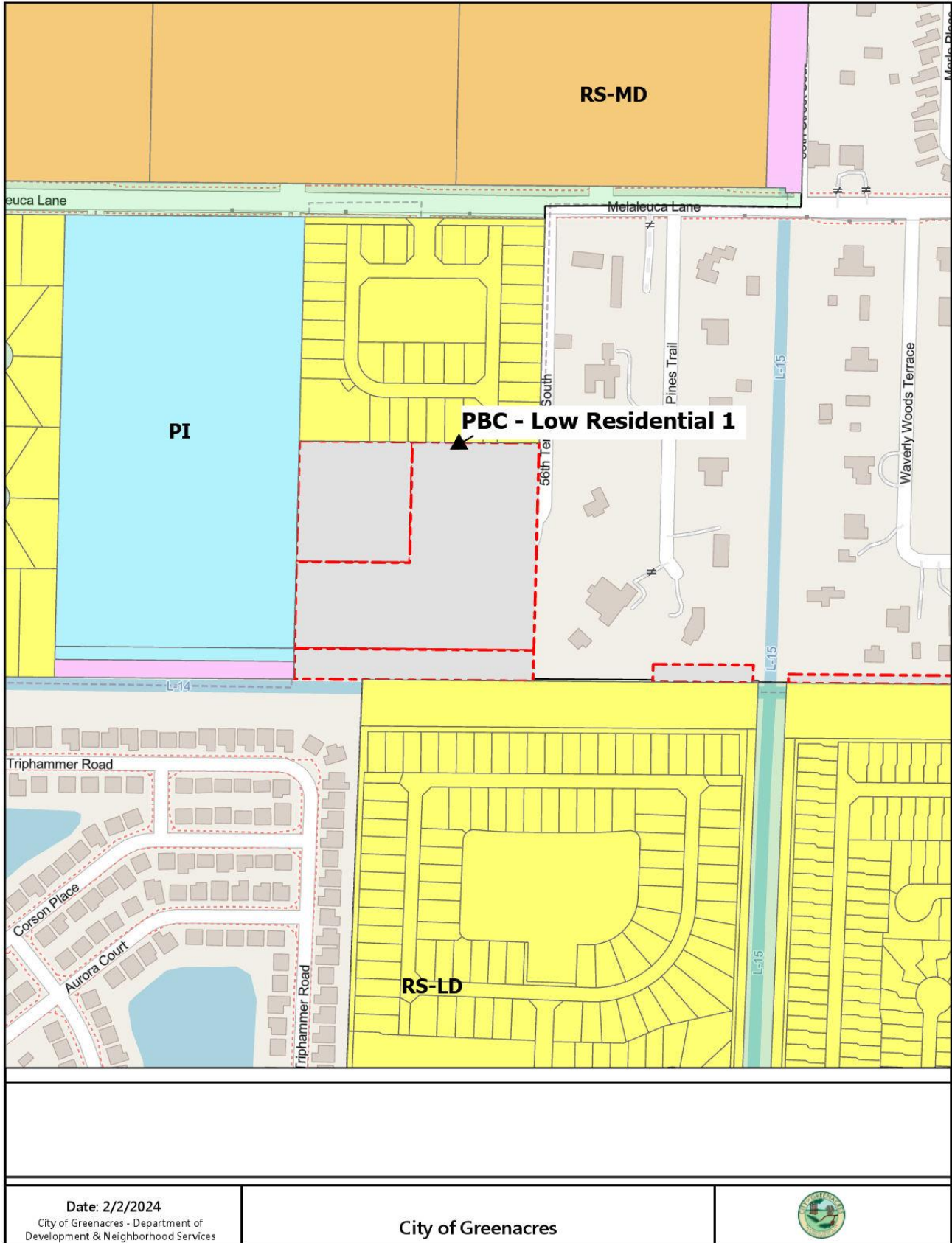
LOCAL PLANNING AGENCY ACTION – February 8, 2024

The Local Planning Agency on a motion made by Board Member Edmundson and seconded by Board Member Hayes, voting five (5) to zero (0), *recommended approval* of **CPA-24-03**, as presented by staff.

CITY COUNCIL ACTION First Reading – April 15, 2024

The City Council on a motion made by Council Member Tharp and seconded by Council Member Diaz, voting four (4) to zero (0), *approved* Comprehensive Plan Amendment **CPA-24-03**, (4901 and 4977 S. 56th Terr./LWDD), on first reading, through *Ordinance 2024-05*, as presented by staff.

CITY COUNCIL ACTION Adoption Hearing – May 6, 2024



Date: 2/2/2024
City of Greenacres - Department of
Development & Neighborhood Services

City of Greenacres







ITEM SUMMARY

MEETING DATE: May 6, 2024

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

SUBJECT: **Ordinance 2024-06, ZC-24-03 Zoning Change Second Reading**
4901 and 4977 S. 56th Terr (City Hall Annex)

BACKGROUND

A City-initiated request for Zoning Change approval for two (2) parcels totaling approximately 8.7 acres, located at 4901 and 4977 S. 56th Terrace from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU). A voluntary annexation (ANX-23-03) and a Future Land Use Map Amendment (CPA-24-03) for the parcels are being processed concurrent with the petition.

The Land Development Staff has reviewed this proposal and recommended approval, followed by the Planning Commission recommending approval by a vote of 5-0 at their meeting on February 8, 2024. The City Council approved this petition on first reading April 15, 2024, by a unanimous vote of 4-0.

ANALYSIS

This zoning change is needed in order to replace the existing Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU) zoning designation.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2024-06 was prepared in accordance with all applicable State Statutes and City Code requirements.

STAFF RECOMMENDATION

Approval of ZC-24-03 through the adoption of Ordinance 2024-06.

ORDINANCE NO. 2024-06

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A ZONING CHANGE AND OFFICIAL ZONING MAP AMENDMENT FOR TWO (2) PARCELS OF LAND TOTALING APPROXIMATELY 8.7 ACRES, LOCATED AT 4901 AND 4977 SOUTH 56TH TERRACE FROM A PALM BEACH COUNTY AGRICULTURAL RESIDENTIAL (AR) ZONING DESIGNATION TO CITY OF GREENACRES GOVERNMENT USE (GU), AS REQUESTED BY THE DEVELOPMENT & NEIGHBORHOOD SERVICES DEPARTMENT, AGENT FOR THE OWNERS THE CITY OF GREENACRES; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres Development & Neighborhood Services Department is herein known as the "Petitioner" for the herein described property; and

WHEREAS, the Petitioner is requesting a rezoning of two (2) parcels of land totaling approximately 8.7 acres more or less, from a Palm Beach County zoning designation of Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU); and

WHEREAS, the Planning & Zoning Board of Appeals has held a duly advertised public hearing on February 8, 2024 and reviewed the application for compliance with the staff findings relevant to the criteria for a Zoning Change as detailed in the Land Development Staff Report and Recommendation, Exhibit "A", dated February 2, 2024, as revised; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing on March 19, 2024 and has considered all comments received concerning the proposed amendment to the Official Zoning Map as required by state law and local ordinance; and

Ordinance No. 2024-06 | City Hall Annex/LWDD

Page No. 2

WHEREAS, the City Council finds that the proposed zoning change ordinance is consistent with the City's Comprehensive Plan, said Plan being adopted pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act and certified by the State of Florida Division of Community Development; and

WHEREAS, the City Council of the City of Greenacres further finds that, in accordance with Exhibit "A", "Land Development Staff Report and Recommendation", dated February 2, 2024, as revised (attached), the proposed amendment changing the zoning district of two (2) parcels of land totaling approximately 8.7 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU); is in the best interest of the citizens of the City of Greenacres.

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

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

Section 2. Zoning Change and Zoning Map Amendment.

The request by the Petitioner to change the zoning designation for two (2) parcels of land totaling approximately 8.7 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU), is hereby granted for the property located at 4901 and 4977 S. 56th Terrace, legally described as follows:

Legal Description

PCN: 00-42-44-26-00-000-7100

A Parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

Ordinance No. 2024-06 | City Hall Annex/LWDD

Page No. 3

The West 320.0 feet of the North 3450.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 east, Palm Beach County, Florida.

Subject to an easement for ingress and egress over the North 20.0 feet of the East 348.6 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

PCN: 00-42-44-26-00-000-7040

The SW ¼ of the SE ¼ of the W ¼ of Section 26, Township 44 South, Range 42 East Palm Beach County, Florida.

Less a parcel of land in Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida, containing 2.50 acres and being more particularly described as follows:

The West 320.0 feet of the North 340.2 feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 26, Township 44 South, Range 42 East, Palm Beach County, Florida.

Also, Less the South 86 feet thereof, conveyed to the Lake Worth Drainage District in Deed Book 113, Page 25, Public Records of Palm Beach County, Florida.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 8.7 ACRES MORE OR LESS.

Section 3. Authorization to Make Changes.

That the Planning, GIS, and Engineering Division is further directed to make the necessary changes to the City of Greenacres Official Zoning Map to reflect the changes authorized by this Ordinance.

Section 4. Repeal of Conflicting Ordinances.

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

Section 5. Severability

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

SECTION 6. Effective Date

The provisions of this Ordinance shall become effective consistent with the effective date of Ordinance No. 2024-05, which is the companion small scale comprehensive plan amendment ordinance (changing the Future Land Use designation for the property).

Passed on the first reading this 15th day of April, 2024.

PASSED AND ADOPTED on the second reading this 6th day of May, 2024.

Chuck Shaw, Mayor

Voted:
Judith Dugo, *Deputy Mayor*

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

ZC-24-03
Exhibit "A"
Date: February 2, 2024

Revised: 02/08/2024
04/15/2024



DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

Subject/Agenda Item:

Ordinance 2024-06: ZC-24-03 4901 and 4977 S. 56th Terr. (City Hall Annex)

Recommendation to City Council: A City-initiated request for a Zoning Change approval for two (2) parcels totaling approximately 8.7 acres, located at 4901 and 4977 S. 56th Terrace from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Government Use (GU).

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<p>Originating Department: Planning & Engineering</p> <p>Project Manager</p> <p>_____</p> <p>Gionni Gallier, Senior Planner</p>	<p>Reviewed By:</p> <p>Director of Development & Neighborhood Services (DNS)</p> <p>_____</p> <p>Denise Malone, AICP, Director DNS</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: 1/25/24, 2/22/24, 3/7/24</p> <p>Paper: Lake Worth Herald</p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p>Notice Distance: _ 300'</p>

<p>Attachments:</p> <ul style="list-style-type: none"> • Ordinance 2024-06 • Aerial Map • Existing and Proposed Zoning Map 	<p>City Council Action:</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Approve with conditions</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> Continued to: _____</p>
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I. Executive Summary

A City initiated request for zoning change from PBC Agricultural Residential (AR) to City Government Use (GU). The subject property is being concurrently annexed into the City (ANX-23-03) through Ordinance 2023-18 and a small-scale future land use amendment (CPA-24-03).

II. Site Data:

Existing Use:	Two single-family home with accessory buildings
Proposed Use:	City Government services
Parcel Control Numbers:	00-42-44-26-00-000-7100; 00-42-44-26-00-000-7040;
Parcel Size:	8.7 acres
Existing Future Land Use Designation:	PBC LR-1, Low Residential, 1 unit per acre
Proposed Future Land Use Designation:	City Public Institutional (PI)
Existing Zoning District:	PBC Agricultural Residential (AR)
Proposed Zoning District:	Government Use (GU)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	Existing Land Use	Future Land Use	Zoning District
<i>North</i>	Harvest Pines Residential Development	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>South</i>	Nautica Isles	City Residential Low Density (RS-LD)	City Residential Low – 3 Density (City RL-3)
<i>East</i>	Unincorporated Residential development	PBC Residential Low 1 (PBC LR-1)	PBC Agricultural Use (City AR)
<i>West</i>	Greenacres City Hall	Public Institutional (City PI)	City Government Use (City GU)

III. Annexation/Zoning History:

The proposed Zoning Change or Rezoning (ZC-24-03) involves two parcels, totaling approximately 8.7 acres, recently annexed into the City boundary through voluntary annexation (ANX-24-03). The City purchased two (2) of the properties on November 18, 2022, which are directly adjacent to City Hall and will allow for the expansion of the existing site in the future to address future demands of the City. In addition, the City contacted the Lake Worth Drainage District (LWDD) who gave consent to voluntarily annex the adjacent Right of Way which is adjacent to the City’s properties and extends east along the canal 14 right-of-way to Haverhill Road.

The first City-owned parcel, located at 4901 South 56th Terrace, is developed with a 4,356 square foot single family home including a 936 square foot detached garage. The second parcel, located at 4977 South 56th Terrace, is developed with a 3,329 square foot single-family home with a 725 square foot detached garage. The parcels are accessed via S. 56th Terrace that is an access easement across the rear properties of three

single-family lots with frontage on Misty Pines Trail in unincorporated PBC. The two (2) properties are directly adjacent to the existing Greenacres City Hall.

The parcels have a Palm Beach County (PBC) Land Use designation of LR-1, Low Residential, 1 unit per acre and a PBC zoning designation of Agricultural Residential (AR). This application is a request for a zoning change from PBC Agricultural Residential (AR) to COG Government Use (GU). Future planning applications for this parcel, including a small-scale Future Land Use Map Amendment (CPA-24-03), will be considered and processed concurrent with the Annexation (ANX-23-03) of the parcel.

IV. Applicable Comprehensive Plan Provisions:

The Comprehensive Plan includes the following planning objectives and policies related to this proposed zoning change request:

1. Future Land Use Element

Objective 8, Policy c)

Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below:

** * * (1 through 14 and 16 omitted for brevity) * * **

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

Objective 11, Policies a, b, & c)

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

Policy a)

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

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

Policy b)

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

Policy c)

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

V. Applicable City Code Provisions:

Section 16-153(a)(1) of the Code relating to rezoning of property states that the proposed zoning change should not be contrary to the future land use map, and it should not have an adverse effect on the Comprehensive Plan.

Division 12. Government Use (GU) (Section 16-525 through 16-536)

The government use (GU) district is intended to provide a district essentially for mapping purposes which will identify real property presently owned and used by any governmental entity, including local, state or federal government units. This district is not intended to be applied to land that is used by governmental entities on an easement or leased basis if title to the land is in private ownership. It is not the intent to classify all lands owned by government into this district but only those lands particularly and peculiarly related to the public welfare.

VI. Staff Analysis:

Land Development Staff Comments:

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

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

Change Criteria and Findings of Fact:

Section 16-153. Planning and Development Commission Report: The Planning, Zoning and Appeals Board shall submit a report to the City Council which shows that the Commission has studied and considered the proposed amendment for rezoning of property and change to the official zoning map in relation to the following, where applicable:

Specific Criteria Findings:

- (1) Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the Comprehensive Plan.**

Finding: The proposed Government Use (GU) zoning district will be consistent with the property's proposed Public Institutional (PI) future land use designation. The GU district is intended for real property presently owned and used by any governmental entity, including local, state or federal government units and those lands related to the public welfare; permitted uses and special

exceptions within this designation require land areas and locations convenient to automotive traffic and accessible by the population. The zoning designation allows for a large range of government uses in support of the Goals, Objectives, and Policies of the Comprehensive Plan directing the city to provide support services for city residents.

(2) The existing land use pattern.

Finding: The proposed Government Uses (GU) zoning designation is consistent with the existing land use pattern in the area. The Government Use designation and uses which surround the site to the east, north, and south are within a residential area that provides a location for servicing the adjacent residential community. The proposed zoning designation is consistent with the adjacent property located within the City of Greenacres to the west and compatible with the character of the parcels to the west, north and south with Palm Beach County and Greenacres residential zoning designations.

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

Finding: This proposed zoning change will not create an isolated zoning district. The parcels are located adjacent to the existing Greenacres city hall site with the same land use and zoning designation.

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

Finding: The site will not be developed and require an increase in services. It will be set aside to provide opportunities to meet level of service demands in the community by the City of Greenacres.

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

Finding: The properties were previously annexed into the City and therefore require an appropriate City zoning designation.

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

Finding: The properties are being concurrently annexed into the City and therefore requires an appropriate City zoning designation.

(7) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Finding: The proposed change will provide opportunities for meeting the city's level of service demands on city-owned properties, thus traffic and public safety will not be negatively impacted. Furthermore, any redevelopment must satisfy Traffic Performance Standards as part of the site plan approval process, including government uses.

(8) Whether the proposed change will adversely influence living conditions in the neighborhood.

Finding: The proposed zoning change will not adversely affect living conditions in the area. The parcel is currently developed and is expected to continue in the current use until the city determines future development needs; any future projects will be required to include adequate landscaping, setbacks, and buffering in accordance with the City Zoning Code.

- (9) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.**

Finding: The property was previously annexed into the City and therefore require an appropriate City zoning designation.

- (10) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

Finding: As evidenced by the findings above, the proposed zoning change does not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the property's proposed future land use, the surrounding zoning designations.

VII. Staff Recommendation:

Approval of ZC-24-03 through the adoption of Ordinance 2024-06.

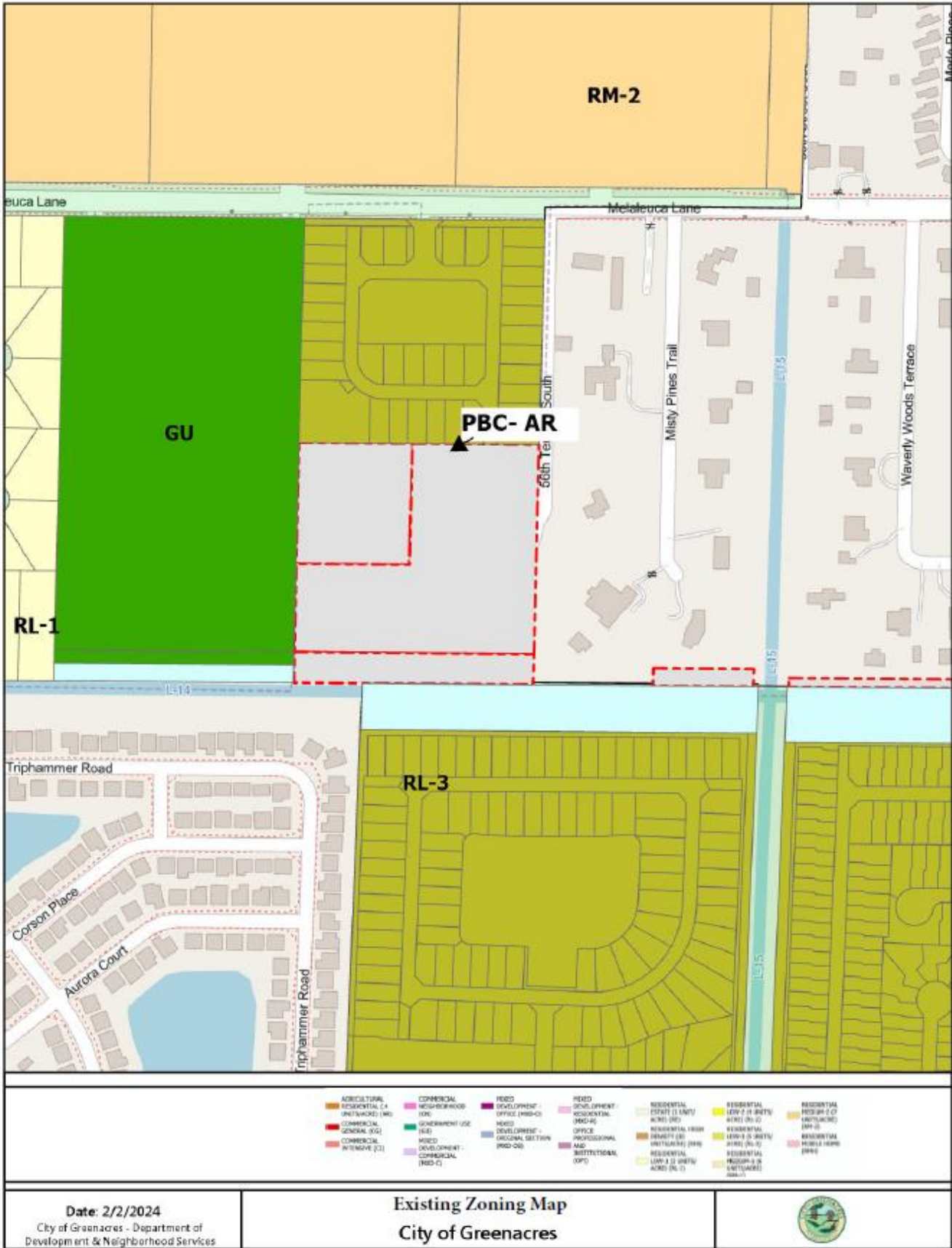
PLANNING COMMISSION RECOMMENDATION - February 8, 2024

The Planning and Zoning Board of Appeals on a motion made by Board Member Edmundson and seconded by Board Member Fitzgerald, voting five (5) to zero (0), ***recommended approval*** of Zoning Change ZC-24-03, as presented by staff.

CITY COUNCIL ACTION First Reading - April 15, 2024

The City Council on a motion made by Council Member Dugo and seconded by Council Member Tharp, voting four (4) to zero (0), ***approved*** zoning change ZC-24-03 (4901 and 4977 S. 56th Terr/LWDD), on first reading, through ***Ordinance 2024-06***, as presented by staff.

CITY COUNCIL ACTION Adoption Hearing – May 6, 2024





<ul style="list-style-type: none"> AGRICULTURAL RESIDENTIAL C+ UNITS/ACRE (C+U) COMMERCIAL GENERAL (CG) COMMERCIAL INTENSIVE (CI) 	<ul style="list-style-type: none"> COMMERCIAL NEIGHBORHOOD (CN) GOVERNMENT USE (GU) MIXED DEVELOPMENT - COMMERCIAL (MDC-C) 	<ul style="list-style-type: none"> MIXED DEVELOPMENT - OFFICE (MDO-C) MIXED DEVELOPMENT - RESIDENTIAL SECTION (MDO-R) 	<ul style="list-style-type: none"> MIXED DEVELOPMENT - RESIDENTIAL (MDO-R) OFFICE PROFESSIONAL AND INSTITUTIONAL (OPI) 	<ul style="list-style-type: none"> RESIDENTIAL ESTATE (1 UNIT/ACRE) (RE1) RESIDENTIAL FARM (RE2) RESIDENTIAL GEMINITY (RE3) RESIDENTIAL LOW DENSITY (1 UNIT/ACRE) (RE4) 	<ul style="list-style-type: none"> RESIDENTIAL MEDIUM DENSITY (2-4 UNITS/ACRE) (RE5) RESIDENTIAL MEDIUM DENSITY (3-5 UNITS/ACRE) (RE6) RESIDENTIAL MEDIUM DENSITY (4-6 UNITS/ACRE) (RE7) RESIDENTIAL MEDIUM DENSITY (5-6 UNITS/ACRE) (RE8) 	<ul style="list-style-type: none"> RESIDENTIAL HIGH DENSITY (7-10 UNITS/ACRE) (RE9) RESIDENTIAL HIGH DENSITY (11-15 UNITS/ACRE) (RE10) RESIDENTIAL HIGH DENSITY (16-20 UNITS/ACRE) (RE11)
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ITEM SUMMARY

MEETING DATE: May 6, 2024

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

SUBJECT: Ordinance 2024-12, ZTA-24-04 – Second Reading - Temporary Use

BACKGROUND

The City Code of Ordinance Sections 16-718 and 16-719 define and prescribe the permitting process and allowed uses for temporary events. Currently when an event is proposed within City Parks the Community and Recreation Services Department requires a Facility Rental Use permit and the Department of Neighborhood Services processes a Temporary Use permit pursuant to the Code. This process becomes redundant, and staff is seeking to streamline the Temporary Use Permit process for activities within City Parks.

ANALYSIS

The proposed ordinance would amend code sections 16-718 and 16-719 to update outdated references to City departments and to streamline the application process for the rental of pavilions and fields within City parks. The proposed ordinance exempts such pavilion and field rental applications from the requirement to obtain a temporary use permit and allows such applications to be processed and approved by the director of community and recreation services or designee. Additionally, to ensure the safe usage of City parks, the proposed ordinance reduces the number of attendees for such rentals from 200 persons to 125 persons. The City Council voted four (4) to zero (0) to recommend approval of Zoning Text Amendment ZTA-24-04 on April 15, 2024.

FINANCIAL INFORMATION

N/A

LEGAL

The documents have been reviewed for legal sufficiency.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2024-12.

ORDINANCE NO. 2024-12

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 6, TEMPORARY USES, SECTION 16-718, PERMIT REQUIRED, AND SECTION 16-719, PROCEDURES IN SECURING PERMIT; CREATING SECTION 16-722; REPLACING OUTDATED NAMES OF CITY DEPARTMENTS AND COMMITTEES; REVISING THE APPLICATION PROCESS FOR THE RENTAL OF PARK PAVILIONS AND FIELDS; REDUCING THE MAXIMUM OCCUPANCY FOR CERTAIN EVENTS ON CITY PROPERTY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Greenacres City Council, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its Land Development Regulations (Zoning Code); and

WHEREAS, in general, sections 16-718 and 16-719 define and prescribe the permitting process and allowed uses for temporary events; and

WHEREAS, it is the desire of the City Council to amend such process; and

WHEREAS, it is the desire of the City Council to amend such allowed uses, with respect to City property; and

WHEREAS, from time to time, the City receives requests for the rental of pavilions or fields within City parks; and

WHEREAS, it is the desire of the City Council to simplify the application process for the rental of pavilions and fields within City parks, by exempting them from the requirement to obtain a temporary use permit and creating a new application process; and

WHEREAS, the City Council has determined that reducing the maximum occupancy for events associated with such rentals is necessary to ensure safe usage; and

WHEREAS, sections 16-718 and 16-719 also contain outdated committee and

department names and it is the desire of the City Council to amend those sections to reflect current committee and department names; and

WHEREAS, the Planning and Zoning Board of Appeals reviewed this Ordinance and recommended approval of the same; and

WHEREAS, the City Council deems approval of this Ordinance to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Greenacres and the public at large.

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

Section 1. Chapter 16, Article IV, Section 16-718, is hereby amended as follows:

Sec. 16-718. Permit required.

Certain other temporary uses shall require permits as shown in Table 16-718:

Table 16-718						
Temporary Event and Use Permit Matrix		Permit	<u>LDS Development Review Committee (DRC) Review</u>	Review Dept.	Duration ¹	Permits/Year ²
Temporary Events:						
Private Property	Temp. Retail Sales (fireworks, X-mas trees, pumpkins, furniture, rugs, hot dogs, etc.) ³	Y	Y	<u>LDS DRC</u>	30 Days	2/year/use
	Special events, Carnivals, Fairs	Y	Y	<u>LDS DRC</u>	7 Days ⁴	2/year/use
City Property	Private Party/Picnic ^{5,6,7}	N	N	<u>Leisure Services Community & Recreation Services Dept.</u>	1-Day	N/A

	Parades, Privately Sponsored	Y	Y	<u>LDS DRC</u>	1-Day	N/A
	City- sponsored Events ⁶	Y	Y	<u>LDS</u>	3-Days	N/A
Temporary Facilities: (Outdoor Storage, Construction, and Sales Trailers)		Y	Y	<u>LDS DRC</u>	30 Days ⁸	1 extension
Temporary Signs/Banners/Balloons⁹		Y	N	<u>Planning Development and Neighborhood Services Dept.</u>	See Note 9	See Note 9
Notes:						
1. Duration is defined as consecutive calendar days.						
2. Each permit or extension requires a separate payment.						
3. Does not include car sales. Permanent, continuing vehicle sales are allowed only on properties possessing valid zoning and site plan approval. This activity is contrary to the requirements of section 16-716 which state that temporary uses shall not create impacts, incompatibilities, excessive traffic, or nuisances. Vehicle sales would create traffic impacts caused by the test driving of vehicles by prospective buyers. Incompatibilities of permanent vehicle sales operations are minimized and buffered through the site plan approval process.						
4. Special events for approved tourist attractions may have a duration determined by the scale of the event.						
5. Bounce houses and similar devices may be permitted as part of a birthday party/picnic so long as the applicant rents the pavilion for that day, and provides Leisure Services <u>CRS</u> with proof of insurance (\$1,000,000 minimum) prior to event. Maximum occupancy for these events is limited to no more than two hundred one hundred twenty five (200 125) <u>one hundred twenty five (125)</u> people)						
6. No alcohol shall be allowed within any city park without the express permission of the city council through the city manager. No vehicles shall be allowed on grassed areas and no animals are allowed within any city park unless part of a city co -sponsored event.						
7. Pavilion rental for events accommodating more than two hundred (200) people is not permitted unless co-sponsored by the city. Rentals of park pavilions or fields do not require a temporary use permit but are subject to the application process in Section 16-722. Maximum occupancy of the rented pavilion or field shall not exceed one hundred twenty five (125) people.						
8. Construction and sales trailers may be permitted for the duration of construction activities. Seasonal outdoor storage in enclosed containers located in appropriately designated areas may be approved for a duration of no more than one hundred twenty (120) days with no extensions.						
9. Temporary Signs as defined in the Code of Ordinances are regulated by Section 16-994 <u>Chapter 16, Article VI, Sign Regulations.</u>						

Section 2. Chapter 16, Article IV, Section 16-719, is hereby amended as follows:

Sec. 16-719. Procedures in securing permit.

Temporary use permit applications for uses set out in sections 16-717 and 16-718, except for pavilion and field rentals, above shall be submitted to the building development and neighborhood services department. The planning and engineering director of development and neighborhood services or designee may grant a temporary use permit subject to suitable conditions, safeguards and stipulations, upon the advice and consent of the development review committee.

- (1) Prior to granting a temporary use permit, the planning and engineering director of development and neighborhood services or designee shall ensure that:
 - a. Any nuisance or hazardous feature involved is suitably separated from adjacent uses;
 - b. Excessive vehicular traffic will not be generated on minor residential streets; and
 - c. A vehicular parking problem will not be created.
- (2) All applications for temporary use permits shall contain a site plan indicating the precise area where the temporary use is to be conducted, the nature of the activities that will occur and the period of time for which the temporary use permit is requested.

Section 3. Chapter 16, Article IV, Section 16-722, is hereby created as follows:

Sec. 16-722. Rental of pavilions or fields within city parks.

Applications for the rental of park pavilions or fields shall be submitted to and processed by the community and recreation services department. In approving an application under this section, the director of community and recreation services or designee may require any conditions reasonably necessary to ensure the safe use of the city's property.

Section 4. Repeal of Conflicting Ordinances

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

Section 5. Severability

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

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

Section 6. Inclusion in Code

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

Section 7. Effective Date

The provisions of this Ordinance shall become effective immediately upon its adoption.

[The remainder of this page intentionally left blank.]

Passed on the first reading this 15th day of April, 2024.

PASSED AND ADOPTED on the second reading this 6th day of May, 2024.

Chuck Shaw, Mayor

Voted:

Judith Dugo, Deputy Mayor, *District III*

Attest:

Quintella Moorer, City Clerk

Voted:

John Tharp, Council Member, *District I*

Voted:

Peter Noble, Council Member, *District II*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 6, 2024

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

SUBJECT: **Ordinance 2024-13 – ZTA-24-05 – First Reading**
Sign Regulations

BACKGROUND

The City-initiated request for a Zoning Text Amendment has been brought forth to revise the Sign Regulations outlined in Chapter 16, Article VI of the City Code of Ordinances. The primary goal is to enhance and refine the existing regulations, adding new guidelines for managing painted wall signs, trademarks, temporary signs, and signage related to Automatic Teller Machines (ATMs).

The proposed changes, especially those concerning temporary signage for elections and specific events, aim to facilitate timely and appropriate communication while maintaining public safety and the aesthetic quality of the city.

ANALYSIS

City-initiated request for a Zoning Text Amendment to provide for further clarity of the applicable standards of the City's Sign Regulations. This amendment is designed to reflect current trends and address community needs regarding sign usage, ensuring that all modifications align with constitutional standards influenced by significant legal precedents. It adds on to the recent sign amendments to provide for further clarity of the applicable standards and enhance safety.

FINANCIAL INFORMATION

N/A.

LEGAL

Ordinance 2024-13 was prepared in accordance with all applicable state statutes and City Code Requirements. This document has been reviewed for legal sufficiency.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2024-13.

ORDINANCE NO. 2024-13

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE VI, SIGN REGULATIONS, TO REVISE PROVISIONS RELATED TO PROHIBITED SIGNS, COMPUTATION OF SIGN NUMBER AND SIGN AREA, VISIBILITY TRIANGLES, ADMINISTRATIVE VARIANCES FOR MASTER SIGN PLANS, CONDITIONS OF APPROVAL FOR MASTER SIGN PLANS, TEMPORARY SIGNS, AND OTHER SIGNS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Greenacres City Council, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its Land Development Regulations (Zoning Code); and

WHEREAS, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, in 2022, the City modified and updated its regulation of signs in a manner consistent with the United States Supreme Court's decision in *Reed v. Town of Gilbert*, 576 U.S. 155 (2015); and

WHEREAS, the *Reed* decision does not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs; and

WHEREAS, the City does not wish to censor speech or regulate the content thereof, but rather to provide for the public welfare by regulating the physical characteristics and placement of signage in a manner that enhances the aesthetics of the community, reduces visual pollution, provides clear information, and minimizes distractions to drivers in the interests of traffic safety; and

WHEREAS, the City Council finds and determines that the amended sign regulations proposed in this ordinance are intended to protect the public from the dangers of unsafe signs, including signs that create hazardous conditions, confusion, and visual clutter through excess proliferation, improper placement, and excessive size; and

WHEREAS, the City Council finds and determines that the amended sign regulations are intended to permit signs that are compatible with their surroundings, aid orientation, and do not obstruct the vision of or distract motorists, bicyclists, or pedestrians; and

WHEREAS, the Planning and Zoning Board of Appeals reviewed this Ordinance and recommended approval of the same; and

WHEREAS, the City Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the City Council has determined that this Ordinance is consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council of the City of Greenacres legislatively determines and declares that adoption of the amendments to the sign regulation code as set forth herein is in the public interest of the health, safety and general welfare of the residents and business community of the City; and

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

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

SECTION 1. Legislative Findings, Intent and Purpose. The WHEREAS clauses contained herein are legislatively determined to be true and correct and are incorporated herein and represent the legislative findings of the City Council, in addition and supplemental to those findings set forth in Section 16-931 of the Code of Ordinances of the City of Greenacres (the "Code"). It is the purpose and intent of this ordinance to promote the health, safety, and general welfare of the residents of the City, and to ensure the proper regulatory requirements for signage within the City's corporate limits.

SECTION 2. Chapter 16, Article IV, Division 1, Section 16-935 is hereby amended as follows:

Sec. 16-935. Prohibited signs.

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

- (1) Any signs or advertising structures which are not specifically permitted under this chapter or signs that exceed the sign allowance for the district.
- (2) *Traffic or pedestrian hazard.* Any sign or advertising structure which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination, or by obstructing the vision of drivers, or signs that obstruct or detract from the visibility of traffic-control devices or emergency vehicles. The use of flashing lights or revolving lights is prohibited as part of any sign as it constitutes a traffic hazard. Any sign which by glare or method of illumination constitutes a hazard to either vehicular or non-vehicular traffic is prohibited. Also prohibited is any sign which may be confused with or purports to be a governmental, traffic direction or safety sign, or any other sign or group of signs which create a traffic hazard as determined by the city.

- (3) *Obscenities.* Any sign or advertising structure with words, scenes or graphics which are obscene, indecent and prurient or which exhibit obscene or illegal written messages or materials.
- (4) *Right-of-way.* Any sign or advertising structure (other than those constructed by a governmental agency or required to be constructed by a governmental agency for a public purpose) constructed, installed or placed on the right-of-way of any street, road or public way, or signs overhanging or infringing upon the right-of-way of any street, road or public way, except as specifically permitted by this chapter.
- (5) *Public property.* Any sign or advertising structure constructed on city property or other governmental property other than signs constructed by any governmental entity for public purposes, except as specifically authorized by this chapter.
- (6) *Ingress and egress to buildings.* Any sign or advertising structure which is constructed, installed or maintained that obstructs any fire escape, required exit, window or door opening intended as a means of ingress or egress.
- (7) *Rear of a building.* Any sign or advertising structure which is constructed, installed or maintained upon the rear of a building, with the exception of signs to identify the business address on a rear exit door with no greater than six (6) inch non-illuminated letters with a minimum stroke width of one-half inch (1/2") located directly above the rear door, or as required by applicable fire safety regulations.
- (8) "A" frame signs.
- (9) Animated signs.
- (10) Banner signs. Any banner sign, with the exception of those banner signs that are granted a temporary use permit by the city.
- (11) Banner flag signs.
- (12) Off-premises signs.
- (13) Portable signs.
- (14) Projecting signs.
- (15) Snipe signs.
- (16) Temporary signs, except as allowed under division 4 of this article.

- (17) Vehicular signs.
- (18) Vee-shaped signs.
- (19) Abandoned signs.
- (20) Signs placed upon benches, bus shelters, or waste receptacles, except as may be authorized by the City of Greenacres or superseded by state statutes.
- (21) Under canopy signs, except as allowed as a part of an approved Master Sign Plan.
- (22) Exposed neon tubing, neon signs, and LED signs that emulate the general appearance of traditional neon signs.
- (23) Emitting signs.
- (24) Roof signs.
- (25) Any sign with an exposed unshielded light source which does not comply with the terms, conditions and provisions contained in this chapter.
- (26) Painted wall signs, except as specifically allowed by this chapter.
- (27) Hot or cold-air balloons, with the exception of those cold air balloons that are granted a temporary use permit. Inflatable shapes or figures with or without words or pictures.
- (28) Electronic changeable copy signs, with the exception of the following, which may be displayed as set forth in this article:
 - a. Time and temperature signs as allowed in section 16-983(b)(4);
 - b. Gas station price signs as allowed in section 16-983(b)(5);
 - c. Freestanding signs as allowed for government uses in section 16-983(b)(56);
 - d. Menu board signs as allowed in section 16-994.
- (29) Copycat signs.
- (30) Awning signs.
- (31) Trademarked signs or brand signs that do not meet the requirements of this article.
- (~~31~~ 32) Any sign not specifically permitted herein.

SECTION 3. Chapter 16, Article IV, Division 2, Section 16-947 is hereby amended

as follows:

(a) In determining the copy area of a sign, the entire face of the sign, including the advertising surface of any framing, trim or molding, shall be included. Should the sign structure or supports become part of the sign due to the design of the structure or supports in relation to the sign, such structure or supports shall be included in the determination of copy area.

(b) In the instance where a sign is composed of letters only with no connection by the advertising structure between the letters, the copy area shall be determined by measuring the distance from the outside edges of the outside letters and from the top of the largest letter to the bottom of the lowest letter. Should one (1) letter be unequally large or small in comparison to the other letters composing the sign, the unequal letter shall be squared off, the remaining letters shall be measured from the outside edges, and the two (2) added for a total copy area determination.

(c) Unless determined by the zoning district regulations, the allowable copy area of a sign shall be based on one (1) side of the sign. Double-faced signs may use up to the full amount of allowable copy area on each side, provided that both sides of the sign are parallel to one another and that the applicable zoning district regulations are not conflicting.

(d) The minimum clearance of a sign shall be based upon the lowest point of any sign and the established grade of the site.

(e) The utilization of natural berming, in order to increase the height of a ~~pedestal~~ sign, is permitted so long as such berming does not exceed two (2) feet in height above the grade of the site upon which the sign is to be located and the overall height of the sign, measured from the top of the berm does not exceed the maximum height permitted for a pedestal sign in the applicable zoning district regulations.

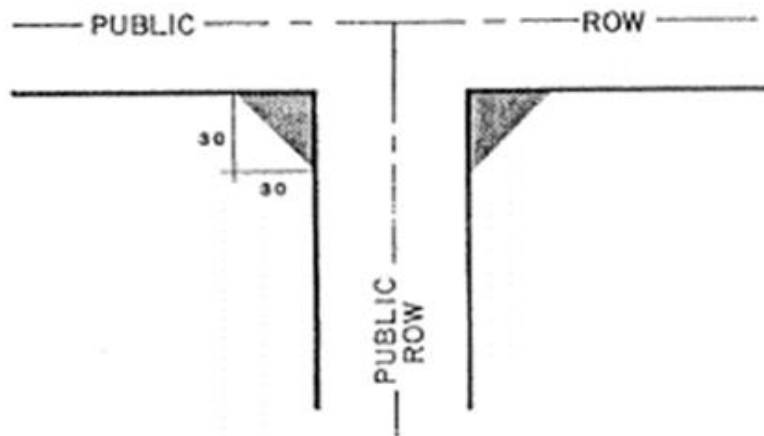
(f) For the purpose of computing the number and area of signs, the frontages of lots shall be established by orientation of the main entrances of the buildings. If this method is not determinative, the planning, engineering and GIS division shall determine frontages on the basis of traffic flow and access from adjacent streets. As defined herein, "frontage" faces the abutting public right-of-way; thus, internal shopping center roads are not frontage.

SECTION 4. Chapter 16, Article IV, Division 2, Section 16-948 of the Code is hereby amended so that the graphics in subsections (a) and (b), which were erroneously transposed, will be moved and placed in their correct positions as follows:

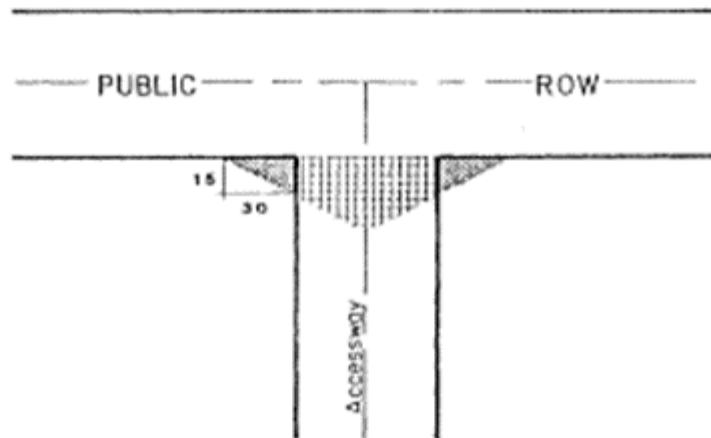
Sec. 16-948. Visibility triangle.

No sign or advertising structure shall be placed, constructed or maintained upon property in any visibility triangle area as described below:

(a) The area of property located at a corner formed by the intersection of two (2) public rights-of-way with two (2) sides of the triangular area, being a minimum of thirty (30) feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two (2) sides.



(b) The area of property formed by the intersection of an accessway and a public right-of-way with one (1) side of the triangular area being thirty (30) feet in length along the public road right-of-way line measured from the edge of the accessway pavement and one (1) side of the triangle being fifteen (15) feet in length along the accessway pavement measured from the public road right-of-way line, and the third side being a line connecting the ends of the other two (2) sides.



SECTION 5. Chapter 16, Article IV, Division 3, Master Sign Plans, Section 16-962,

Computation of sign number and sign areas, is hereby amended as follows:

Sec. 16-962. Administrative variances from master sign plan requirements.

- (a) In approving a master sign plan, the zoning administrator may authorize limited administrative variances from applicable Code of Ordinance provisions as follows:
- (1) An increase in the maximum sign height up to twenty (20) percent of the permitted height for the zoning district the property is located;
 - (2) An increase of up to twenty-five (25) percent in the number of signs allowed;
 - (3) Reasonable modification of the location of signs to accommodate unusual lot conditions;
 - (4) Inclusion of multiple multi-tenant signs; wall signs; pylon signs; and monument signs; ~~and~~
 - (5) An increase in the maximum sign area no greater than twenty (20) percent of the permitted sign copy area for the zoning district the property is located, except as set forth in subsection 16-192(6); and
 - (6) An increase in the maximum height and/or sign area for the zoning district for a sign that is:
 - a. affixed to a storefront window;
 - b. not affixed to a door; and
 - c. necessary for the purpose of concealing a commercial fixture that, due to the peculiar configuration of the structure or building involved, cannot be placed away from a storefront.
- (b) Any request for an administrative variance shall be considered based upon whether the following criteria are met:
- (1) The variance is necessary because of practical difficulty peculiar to the land, structure or building involved and which is not applicable to other lands, structures and buildings in the same zoning district; or
 - (2) The variance is necessary and appropriate due to unique architectural features of the proposed signage; and
 - (3) The variance is the minimum variance necessary to alleviate the practical difficulty; and
 - (4) The variance will be in harmony with the general intent and purpose of this Chapter and will not be injurious to the area involved or otherwise detrimental to the public welfare.

SECTION 6. Chapter 16, Article IV, Division 3, Section 16-963, Conditional approval, is hereby amended as follows:

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

SECTION 7. Chapter 16, Article IV, Division 4, Section 16-967 is hereby amended as follows:

Sec. 16-967. - General standards

The following general standards apply to all temporary signs, unless otherwise specified in this chapter:

- (a) Materials. Temporary signs shall be constructed of durable, weatherproof material.
- (b) Safety standards. A temporary sign shall not directly or indirectly create a traffic or fire hazard, interfere with the free and unobstructed use of streets, sidewalks, or building entrances, or obstruct clear vision at the intersection of any streets, drives, or public or private vehicular access ways or so that it may be confused with authorized traffic signs or devices.
- (c) Condition and appearance. All temporary signs shall be kept in good condition, present a neat appearance, and be maintained free of debris, stains, mold, discoloration, or deterioration.
- (d) Setbacks. All temporary signs shall be set back a minimum of ~~ten five (10 5)~~ five (5) feet from the right-of-way line and side property lines, unless a greater distance is required to meet the requirements of and must comply with section 9-67 16-948 (Visibility triangle), in which case the latter section shall apply.
- (e) Removal—Generally. ~~Unless otherwise provided herein, all T~~ temporary signs posted in connection with an event, ~~including an election, must shall~~ be removed no later than within three one (3 1) business days after the event has concluded.
- (f) Failure to remove event signs after event has concluded. Temporary signs posted in connection with a specific event that remain in place after the applicable deadline for their removal are subject to removal and disposal.

~~(f)~~(g) *Removal—Hurricane watch.* Any temporary sign installed within the city shall be removed by the owner when a hurricane watch is posted. In the event that the owner does not remove the sign, the city is permitted to remove the sign and cite the owner as listed on the temporary use permit application. The city shall not be responsible for the replacement of such signage after a hurricane watch is discontinued.

(h) *Public Property.* Temporary signs shall not be placed on public property or in public rights-of-way.

(i) *Maximum sign area per temporary sign.* Temporary signs shall not be larger than three (3) square feet in residential districts and four (4) square feet in all other districts.

~~(g)~~(j) *Violations.* The city shall have the right to remove any temporary signage in violation of this ~~section~~ chapter. ~~Any failure to comply with these regulations this section will result in the administrative suspension or revocation of the sign permit and/or enforcement proceedings pursuant to F.S. ch. 162. In addition, a violation of this chapter may be subject to a civil citation pursuant to section 2-313 and fines pursuant to section 2-314.~~ Notwithstanding the foregoing, the city may also pursue any remedy available under the law and administrative remedies including but not limited to the suspension or revocation of a sign permit.

SECTION 8. Chapter 16, Article IV, Division 4, Section 16-968 is hereby

amended as follows:

Sec. 16-968. - Temporary signs—Permit not required.

Except for those signs requiring temporary use permits as provided in Section 16-969, temporary signs do not require permits but are subject to the following limitations as to size, location and duration:

(a) *Temporary non-commercial signs, year-round:* A property owner may place a maximum of one (1) temporary sign on the property, compliant with the standards in section 16-967.

~~(a)~~ (b) *Temporary noncommercial signs before an election.* For the period beginning ~~sixty~~ thirty (60 30) days prior to a local, state or federal election, additional temporary signs will be allowed as follows:

(1) *Number and Location – Private Property.* On residential ~~private~~ property: a maximum of one (1) sign per ~~position~~ candidate or issue.

(2) *Number and Location – Public Property.* On non-residential ~~public~~ property, during early voting and on election day: a maximum of one (1) sign per ~~position~~ candidate or issue for each two hundred (200)-

linear feet of frontage. The city may, by resolution, designate specific areas for the display of temporary signs on public property.

(3) Size. All temporary signs posted or installed pursuant to this subsection must not be larger than three (3) square feet in residential districts and four (4) square feet in all other districts.

(4) Installation. Nothing in this subsection shall be construed to allow the placement of any temporary sign in public rights-of-way or to allow the placement of any temporary sign in violation of the safety and setback requirements in sections 16-967 and 16-948.

(3 5) Removal. All signs installed or posted under this subsection shall ~~must~~ be removed within ~~three (3) business days~~ twenty-four hours following the ~~election~~ of the event or poll closure on election day, failing which they will be subject to removal by the city pursuant to section 16-967.

(b c) Temporary signs when property is being offered for sale or lease. One (1) temporary sign, totaling no more than three (3) square feet, may be located on a property:

(1) When that property is being offered for sale or lease through a licensed real estate agent; or

(2) If not offered for sale or lease through a licensed real estate agent, when the sign is owned by the property owner and that property is offered for sale by the owner;

(3) All signs posted under this subsection shall be removed ~~within~~ no later than three one (3 1) business days after the property ceases to be offered for lease or sale.

(e d) Additional temporary sign when a property being offered for sale or lease is open to the public. One (1) temporary sign, totaling no more than three (3) square feet, may be located on the owner's property on the day prior to and on the day(s) when a property owner is opening the property to the public.

~~(d) Maximum sign area per temporary sign. Unless otherwise specified in this chapter, any temporary sign must not be larger than three (3) square feet in residential districts and four (4) square feet in all other districts.~~

SECTION 9. Chapter 16, Article IV, Division 4, Section 16-969 is hereby

amended as follows:

Sec. 16-969. - Temporary signs—Temporary use permit required.

The following temporary signs require a city temporary use permit as set forth in article IV, division 6.

(a) Freestanding Bbanner sign, commercial.

(1) Upon application of the building owner, at any one time, a maximum of one (1) banner may be permitted for each commercial building and shall be ~~mounted on a pole installed~~ secured in the ground at least five (5) feet from the property line. In no event shall the banner obstruct pedestrian walkways or be located within landscaping or vehicular circulation areas.

(2) Signs shall not exceed ten (10) feet horizontally ~~in height~~, eighteen (18) inches ~~in width~~ vertically, and a maximum sign area of fifteen (15) square feet.

(3) Sign placement is limited to a maximum of fourteen (14) consecutive calendar days, three (3) times per year per subject property.

(b) Building banner sign, commercial:

(1) A maximum of one (1) banner per commercial building with a maximum sign area of thirty-two (32) square feet. Signs shall be securely fastened to the building façade and shall not extend above the roofline or parapet.

(2) Banner placement is limited in duration to no more than twenty (20) days, which shall run consecutively and include the date of the event or activity to which they relate, or the first twenty (20) days after an opening of a new business, commencing on the date of business tax receipt issuance.

(3) When a banner sign cannot be affixed to a façade, a temporary window sign, no larger than 32 square feet, may be allowed.

(c) Human signs (living signs). Upon the issuance of a permit, a human sign may be allowed on the premises of the property that is being advertised, set back at least eight (8) feet interior of the property line, along the right-of-way immediately adjacent to the property. A business is permitted a living or human sign for a maximum of three (3) times per calendar year for no more than seven (7) consecutive days for each instance. The sign area shall not exceed three (3) square feet in size, and the living or human sign shall not be permitted off site, within the right-of-way, or closer than eight (8) feet from the right-of-way immediately adjacent to the property being advertised. Any failure to comply with these regulations will result in the administrative suspension or revocation of the sign permit and/or enforcement proceedings pursuant to F.S. ch. 162. Notwithstanding the foregoing, the city may also pursue any remedy available under the law.

(d) Construction signs. A maximum of one (1) construction sign per development street frontage may be constructed as a free-standing sign with a maximum height of eight (8) feet and set back at least ten (10) feet from all property lines.

(1) All construction signs shall be removed within seven (7) days from the issuance of a certificate of occupancy (CO) or certificate of completion (CC).

(2) In residential districts, the maximum sign area for construction signs shall be sixteen (16) square feet. In all other districts, the maximum sign area shall thirty-two (32) square feet.

(e) Freestanding Temporary Signs.

(1) Upon application of the property owner, at any one time, a maximum of one (1) temporary free-standing commercial sign may be permitted for each parcel and shall be secured in the ground at least five (5) feet from the property line. In no event shall the sign obstruct pedestrian walkways or be located within landscaping or vehicular circulation areas.

(2) Signs shall not exceed three (3) square feet in residential districts and four (4) square feet in all other districts.

(3) Sign placement is limited to a maximum of fourteen (14) consecutive calendar days, three (3) times per year per subject property.

SECTION 10. Chapter 16, Article IV, Division 4, Section 16-981 is hereby amended as follows:

Sec. 16-983. – Identification signs.

(a) *Residential districts.*

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

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

- (1) For single-use stores with over forty thousand (40,000) square feet of floor area, three (3) wall signs with copy area not to exceed the maximum copy area allowed.
- (2) Multi-tenant commercial properties are allowed one (1) freestanding sign per frontage and one (1) wall sign per tenant space.
- (3) Outparcels and outbuildings within a unified development are allowed one (1) free-standing monument sign with a maximum height of eight (8) feet and with a maximum copy area of forty (40) square feet per sign face.
- (4) Time and temperature signs not exceeding two (2) feet in height, located in the bottom portion of the sign, may be included as an integral part of the identification sign copy area in CG districts for banks and financial institutions with drive-thrus.
- (5) For gas stations located in the CG and CI districts, Eelectronic changeable copy gas station price signs not exceeding twelve (12) square feet may be included as an integral part of the freestanding sign copy area, for gas stations located in the CG and CI districts provided they are LED style and the sign copy is ~~only~~ exclusively for fuel prices. Additionally, one (1) identification sign per frontage is permitted on the fuel canopy, provided that the sign does not extend above or below the horizontal edges of the canopy face. The maximum size of the canopy sign shall be eight (8) square feet and must be deducted from the maximum copy area allowable for wall signs.
- (6) Electronic changeable copy signs for government users are limited to messages that serve a public purpose and are not permitted to promote commercial messages of any kind. No advertising for off-site businesses is permitted in any form.
- (7) The allowable copy area per sign face for each wall sign shall be one and one-half (1½) square feet per linear foot of building or tenant frontage, not to exceed the following maximum copy area by zoning district:

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

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

Zoning District	Maximum Freestanding Sign Copy Area
-----------------	-------------------------------------

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

(c) *General provisions—Wall signs.*

- (1) There shall be a minimum separation of three (3) feet between wall signs.
- (2) Side wall building signage shall not exceed fifty (50) percent of max. square feet of allowable building sign copy area, or twenty-five (25) percent of max. square feet of allowable building signs copy area when adjacent to residential parcels.
- (3) All wall signs shall be no closer than twelve (12) inches from the side lines of the premises storefront and six (6) inches to the top and bottom of the premises sign area.
- (4) The height of any wall sign cannot exceed the top elevation of the structure.
- (5) Building signs shall be consistent in color with those of the freestanding sign.
- (6) Unless otherwise approved as part of the master sign plan, site and development plan approval, or as necessary to maintain consistency with the majority of the existing signs in the plaza, wall signs shall be internally illuminated with individual channel letters or reverse channel letters. The trim cap and returns of the building wall sign shall be the same color as the letters and the illumination shall be with clear neon or LED tubing. No raceways or box signs will be permitted. A maximum of fifty (50) percent of the area of each wall sign may incorporate a logo of any color, the logos shall not exceed the total height of the sign on the building and shall meet the requirements of distance from the premises area.

(d) *General provisions—freestanding signs.*

- (1) Free-standing identification signs shall be designed as monument signs, and oriented perpendicularly to the frontage on which they are situated. The maximum height for free-standing signs shall be eight (8) feet except as otherwise provided in this chapter.
- (2) Free-standing signs must be located within the general area of the major vehicular access points, and must include the name of the development prominently displayed. Free-standing identification signs for commercial developments must also include the full range of street

addresses located onsite (this will not be included as part of the copy area).

- (3) Freestanding signs shall be consistent in color with those on the building. All freestanding signs shall be designed with an opaque background, so that light or a light source cannot penetrate through the sign with the exception of through the letters and logo associated with said sign. The architectural design shall be consistent with the design of the building, sharing materials, colors, and design motifs.
- (4) Free-standing monument signs may include a leasing sign not exceeding twelve (12) square feet incorporated into the base of the monument sign. Letter size shall be no less than five (5) inches using no more than two (2) colors and consistent with the design of the rest of the sign.
- (e) All signage located within any development shall maintain architectural consistency with itself, as well as with all structures, located onsite. The development may get a master sign program approval which incorporates multiple colors, fonts, and logos provided it is included in part of a theme that provides architectural consistency for the project as a whole and is formally approved by the city.

SECTION 11. Chapter 16, Article IV, Division 4, Section 16-995 is hereby amended as follows:

Sec. 16-995. – Automatic Teller Machine (ATM) signs.

(a) The term automatic teller machine (ATM) sign means signage integrated into the design of an ATM, identifying the business name, logo, and/or services.

(b) Where ATMs are allowed, an ATM sign shall identify the applicable financial institution and be consistent and compatible with the architectural elements and design of the building to which it is attached or to which it is an accessory. ATM signs shall not exceed three (3) square feet.

SECTION 12. Chapter 16, Article IV, Division 4, Section 16-996 is hereby amended as follows:

Sec. 16-996. – Logos.

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

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

~~Secs. 16-995—16-1240. Reserved.~~

Secs. 16-997—16-1240. Reserved.

SECTION 13. Repeal of Conflicting Ordinances. All other ordinances or parts thereof or parts of the Code conflicting or inconsistent with this ordinance are hereby cancelled, repealed or revised to be consistent with provisions and elements of this Ordinance.

SECTION 14. Severability. As more fully set forth in Section 16-932 of the Code, 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 15. Inclusion in the Code. It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Greenacres, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section", "Article" or another word.

SECTION 16. Effective Date. The provisions of this Ordinance shall become effective immediately upon adoption.

[Remainder of the page intentionally blank.]

Passed on the first reading this 6th day of May, 2024.

PASSED AND ADOPTED on the second reading this ____ day of _____, 2024.

Voted:

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor, *District III*

Attest:

Voted:

Quintella Moorer, City Clerk

John Tharp, Council Member, *District I*

Voted:

Peter Noble, Council Member, *District II*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

ZTA-24-05 (Ordinance 2024-13)

Revised:

Date: April 25, 2024



DEVELOPMENT REVIEW COMMITTEE STAFF REPORT AND RECOMMENDATION

I. Project Description:

Petitioner: City of Greenacres

Request: City-initiated Zoning Text Amendments (ZTA) to Chapter 16, Article VI Sign Regulations.

The intent of the City-initiated Zoning Text Amendment to Chapter 16, Article VI of the City of Greenacres Zoning Code, which pertains to signage, is to streamline sign regulations. This revision aims to accurately reflect the needs of the community, ensure compatibility with current standards, and improve the visual landscape of the city more accurately.

Project Manager: Gionni Gallier, Senior Planner

II. Outline of Proposed Zoning Code Amendments:

Outlined description of the proposed amendments:

Painted Wall Signs: Painted wall signs will continue to be prohibited as signage. New proposed companion language is being recommended to the Art in Public Places new section, Section 16-665 Murals (See separate ZTA-24-06 under Ordinance 2024-14).

Trademarks: Trademarked or branded signs that do not comply with the zoning regulations are being clarified that they are prohibited, ensuring consistency with sizing, quantity, and locational criteria.

Administrative Variance for Window Signage: The amendments propose to introduce administrative variances to increase the maximum height and sign area for signs that are affixed to storefront windows, provided they are not attached to doors and are necessary for concealing commercial fixtures that cannot be relocated due to the peculiar configuration of the building or structure.

Window Signs: Window signage will be permitted exclusively in ground-floor windows. Any window tint or vinyl coverings that have an opacity greater than 50% will be classified as window signs and factored into the total window sign area calculations. This amendment enhances the aesthetic quality of the City's commercial corridors by promoting visibility and visual consistency in the appearance of storefronts. Crucially, maintaining transparency for a storefront supports public safety by providing clear visibility and

monitoring into and out of business premises, and ensuring quick responses to emergency situations.

Temporary Signs: The minimum setback requirement for all temporary signs will be reduced from ten (10) feet to five (5) feet from the right-of-way line and side property lines, maintaining the required visibility triangles to generally enhance visibility while ensuring safety.

A new provision requires temporary event-related sign removal within one (1) day of the event concluding. Non-compliance subjects the signs to removal and disposal by the City, ensuring public spaces remain clean and orderly.

Provisions are introduced for temporary freestanding signs recognizing signs used during yard sales, event registrations, and similar local community activities and further specifying size, duration, and placement requirements.

Election-Related Temporary Signage: To ensure orderliness and fairness during electoral periods, the ordinance will adjust the permissible timeframe for displaying temporary noncommercial signs related to elections from 60 to 30 days prior to an election, however, on public property, during early voting and on election day. The ordinance will establish specific guidelines that restrict signs to one (1) sign for each candidate or issue per location private or public property. These signs are continuing to be restricted to a maximum of three (3) square feet in residential districts and four (4) square feet in other districts. Placement rules will ensure these signs do not infringe on public rights-of-way or breach safety and setback requirements.

Identification Signs for Gas Station Canopies: One (1) identification sign per frontage will be permitted on the canopy, provided the sign does not extend above or below the canopy face horizontal edges. The maximum size of the canopy sign shall be eight (8) square feet and must be deducted from the max copy area allowable for wall signs.

ATM Signs: Specific guidelines will be introduced to allow ATM signs and ensure they are integrated seamlessly into the design of the ATMs and the buildings they are associated with. These signs are restricted to a maximum three (3) square feet and are to maintain consistency and compatibility with the architectural elements and overall design of the building.

Logos: Logos or any federally-registered trademark may be permitted as part of a sign if designed as an integral part of the sign copy; consistent with master sign plan's approved color scheme; displayed as registered; and consistent with other division requirements, including but not limited to sign location, sign materials, and sign area.

III. Staff Analysis:

Background:

This Zoning Text Amendment is at the request of the City’s Development and Neighborhood Services Department to address and integrate current trends and community needs in sign regulations while ensuring compliance with constitutional standards set forth by significant legal precedents. The objective is to refine existing regulations and introduce new provisions for painted wall signs, trademarks, temporary signs, and signage associated with Automatic Teller Machines (ATMs). The proposed adjustments to temporary signage, particularly regarding election-related and event-specific signage, are crafted to allow timely and relevant communication without compromising public safety and aesthetics.

Development Review Committee Staff Comments:

The petition was reviewed by the Development Review Committee on April 18, 2024, and recommended for approval.

- Planning, GIS, and Engineering Division: Recommended for approval
- Building Division: Recommended for approval
- Fire Rescue Department: Recommended for approval
- PBSO District 16: Recommended for approval
- Public Works Department: Recommended for approval
- Recreation and Community Services Dept: Recommended for approval

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 provide for clarifications and revisions to the City’s sign code which over the last decade has only been amended for specific reasons. The proposed amendments will ensure that the sign code is in compliance with state, federal, county laws as well as court cases and will ensure that the City’s sign code is enforceable.

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.

V. Staff Recommendation:

Approval of ZTA-24-05 through the adoption of Ordinance 2024-13.

PLANNING & ZONING BOARD OF APPEALS Recommendation –

CITY COUNCIL ACTION First Reading –

CITY COUNCIL ACTION Adoption Hearing –

Attachments:

1. Ordinance 2024-13



ITEM SUMMARY

MEETING DATE: May 6, 2024

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

SUBJECT: **Ordinance 2024-14 – ZTA-24-06 – First Reading**
Art in Public Places

BACKGROUND

The City-initiated request for a Zoning Text Amendment has been brought forth to revise the Art in Public Places outlined in Chapter 16, Article IV of the City Code of Ordinances. This amendment aims to establish criteria and a procedure for the approval of murals. In addition, the proposed revisions provide clarity for a few standards and definitions.

ANALYSIS

In 2022, the City adopted Ordinance No. 2022-16, creating an Art in Public Places Program for City Beautification. To continue to enhance the City's artistic heritage and encourage the visual arts throughout the City, staff seeks approval of proposed revisions to establish criteria and a procedure for the approval of murals as this was not previously addressed. The proposed amendments will enhance the existing program.

FINANCIAL INFORMATION

N/A.

LEGAL

Ordinance 2024-14 was prepared in accordance with all applicable state statutes and City Code Requirements. The document has been reviewed for legal sufficiency.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2024-14.

ORDINANCE NO. 2024-14

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE IV, SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3, PUBLIC PLACES, SUBDIVISION II, ART IN PUBLIC PLACES TO REVISE PROVISIONS FOR CLARITY, AND SECTIONS 16-665 TO 16-676 TO ESTABLISH CRITERIA AND A PROCEDURE FOR THE APPROVAL OF MURALS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Greenacres City Council, as the governing body of the City of Greenacres (the “City”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its Land Development Regulations (Zoning Code); and

WHEREAS, in 2022, the City adopted Ordinance No. 2022-16, thereby creating an Art in Public Places Program for City Beautification; and

WHEREAS, the City seeks to revise and clarify certain provisions related to the Art in Public Places Program; and

WHEREAS, the City continues to pride itself on its projects and programs in the visual and performing arts; and

WHEREAS, the City seeks to enhance the City’s artistic heritage and encourage the visual arts by establishing criteria and a procedure for the approval of murals; and

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

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

SECTION 1. Chapter 16, Article IV, Division 3, Public Places, Subdivision II, Art in Public Places, section 16-662 is hereby amended as follows:

Sec. 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~~ subdivision shall be subject to enforcement as provided in chapter 2, article ~~III~~, division 2 VIII.
- (c) *Requirements for art or fee in lieu of art.* All ~~new~~ development activities, except city projects, where total construction costs of all buildings on a project site are equal to or greater than two hundred fifty thousand dollars (\$250,000.00) shall provide art valued in an amount of seventy (70) percent of the one (1) percent of the total construction costs, as provided in this section and section 16-663, thirty (30) percent of the one (1) 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 permitted or owned separately. If the aggregate cost of the entire project exceeds the two hundred fifty dollars (\$250,000.00) threshold, each phase of development shall contribute the required one (1) 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 seventy (70) percent of the one (1) percent fee for art or to contribute one (1) 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 Art Advisory Board ~~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 (30) percent of the one (1) percent 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 seventy (70) percent of the one (1) percent fee with the developer's attorney into an escrow account in an amount of money equal to seventy (70) percent of the one (1) 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 twelve (12) percent of the required fee to retain an art consultant to assist in the selection and procurement of required artwork; an additional three (3) 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 (1) percent of the actual defined total vertical construction cost for the project. The art budget shall be revised within thirty (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 Art Advisory Board ~~development review committee~~ in order to receive guidance in the initial stages of the review. In this case, the applicant shall choose between two (2) 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 (3) 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 Art Advisory Board ~~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 divided into two payments as follows:

1. Prior to building permit issuance, the developer shall submit to the building division/finance department a preliminary certification of total construction costs. The preliminary certification shall be used to calculate developer's initial payment of thirty percent (30%) of the contribution. The developer shall make the initial payment to the building division/finance department prior to building permit issuance.

2. Prior to issuance of the final certificate of occupancy for the project, the developer shall submit to the building division/finance department a final certification of the total construction costs. The final certification shall be used to calculate the outstanding portion of the contribution. The developer shall pay the outstanding portion of the contribution prior to issuance of the final certificate of occupancy for the project.

3. 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~~ or pays the thirty (30) percent of the one (1) 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 (2) 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 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. *Public art 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 fund dedicated to the continual maintenance and preservation of the subject work of art for a period of no less than twenty-five (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.

SECTION 2. Chapter 16, Article IV, Division 3, Public Places, Subdivision II, Art in Public Places, section 16-663 is hereby amended as follows:

Sec. 16-663. Standards for artwork.

- (a) Maintenance of the public art shall be the sole responsibility of the current property owner in perpetuity, and this obligation shall be deemed to run with the land. Failure to maintain public art in compliance with the public art plan shall be considered a violation of this chapter. 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) Consideration shall be given to the appropriateness of the project's proposed materials and construction for questions of durability, maintenance, appropriateness, safety, and security.
- (c) Artwork shall be integrated into the overall planning and design for a structure or project ~~and shall be compatible, ensuring compatibility~~ with the intent and purpose of the structure at which the work or works are located. Additionally, all artwork shall align with the four general principles of Sec. 16-198 - Site and Building Design which aims to stimulate creative design and planning solutions that directly enhance the visual appearance of the city, and promote public health, safety, and welfare.
- (d) Artwork shall be integrated into the overall landscaping plan, and landscaping shall be utilized to enhance the visibility of such works.
- (e) 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.
- (f) Artwork installed pursuant to the division cannot be altered or removed from the site without approval of the city council.
- (g) *Maintenance.* Artwork shall be maintained in good condition at all times, including any associated landscaping or related improvements. Maintenance of the public art shall be the sole responsibility of the property owner, and this obligation shall be deemed to run with the land. Failure to maintain public art in compliance with the plan shall be considered a violation of this subdivision.
- (h) All artwork purchased from the public art fund shall be displayed on city-owned land, a city-owned building, or a city-leased or -rented facility.
- (i) *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.

SECTION 3. Chapter 16, Article IV, Division 3, Public Places, Subdivision II, Art in

Public Places, section 16-664 is hereby amended as follows:

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.

Ordinance No. 2024-14 | Art in Public Places and Murals

Page No. 10

- (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 façade 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.

Total Construction Costs means the total cost of the improvements, excluding demolition costs and real property acquisition costs, approved for a development project, as indicated on the construction contract(s) for the subject improvements. For purposes of calculating the public art fee, total construction costs shall include, but not be limited to, all building, engineering, landscaping, plumbing, mechanical, and electrical permit applications for the project.

SECTION 4. Chapter 16, Article IV, Division 3, Public Places, Subdivision II, Art

in Public Places, sections 16-665 to 16-676 are hereby amended as follows:

~~Secs. 16-665—16-676. —Reserved.~~

Sec. 16-665. -- Murals.

(a) Applicability. All proposed murals that are not approved pursuant to the Art in Public Places Program shall be reviewed and approved in accordance with this section. The city is exempt from the requirements of this section.

(b) Definition of Mural. For purposes of this section, the term mural means any drawing, artwork, inscription, or marking that is marked, etched, drawn or painted on the exterior of a nonresidential building or structure. Items or works that are excluded from the definition of artwork in Sec. 16-664 shall not be considered murals.

(c) Review Criteria. Prior to installation, all proposed murals shall be reviewed by the Art Advisory Board and approved by the city council pursuant to the following criteria:

Ordinance No. 2024-14 | Art in Public Places and Murals

Page No. 11

(1) In all districts, murals shall be evaluated on a case-by-case basis in relation to their surroundings and environment.

(2) Murals may co-exist with all types of on premises signs.

(3) Murals 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 proposed structure.

(4) Additionally, the city council may adopt reasonable guidelines and policies consistent with these regulations to assist the city in the review of proposed murals. After ratification, the adopted administrative policies shall be applied by the Art Advisory Board and the city council in reviewing applications for permits to install murals. Copies of adopted administrative policies shall be provided to all property owners considering the placement of murals.

(5) When reviewing an application for a mural under this section, the Art Advisory Board may recommend that the city council approve an application, approve an application with conditions, or deny an application. The recommendation of the Art Advisory Board shall not be binding on the city council.

(d) *Application Requirements.* A written application for mural approval shall be submitted to the development and neighborhood services department using forms which shall be provided. The application shall include the following information:

(1) The name and address of the applicant.

(2) The name and address of the property owner.

(3) The street address and location of the proposed mural.

(4) The written consent of the building owner.

(5) Renderings and sketches prepared in a professional manner clearly indicating the intended appearance of the proposed mural. A sketch of the mural shall be sufficiently detailed and depicted on a scaled elevation of the wall(s) on which it will be applied. Colored photographs of the building shall accompany the mural sketch, showing the wall to be painted in relation to adjacent streets and buildings.

(6) Color samples shall be precisely identified.

(7) Such other reasonable and relevant information as the development and neighborhood services department may require.

(e) *Installation and maintenance.* Murals shall be:

(1) Installed in strict conformity with their approved plans and any conditions of approval.

(2) Installed by professional artists or licensed painters, or under their direct supervision.

(3) Properly and safely applied to building surfaces, using proper exterior paint or other materials.

(4) Suitably weatherproofed and protected against deterioration.

(5) Maintained in their original condition.

(f) *Removal of murals.* If an applicant begins work on an approved mural and fails to complete it, or if an approved mural at any time enters into a deteriorated condition and no longer satisfies the terms of the approval as determined by the development and neighborhood services department, the following procedure may be used to abate the mural:

(1) *Notice to owner.* Notice to the owner shall conform to the provisions set forth in F.S. § 162.12.

(2) *Appeal by owner.* The owner shall have thirty (30) days from the date of service to remove the mural or to request an appearance before the Art Advisory Board to seek reversal of the decision of the development and neighborhood services department. If the appellate board affirms the department's decision, the owner shall have fifteen (15) days from the date of the appellate board meeting to remove the mural. The appellate board may, in its own discretion, impose conditions on the owner for the restoration of the mural.

(2) *City's right to enter and abate.* If the owner fails to remove the mural after thirty (30) days or the time limit imposed by the appellate board, the city may, at its own discretion, take such reasonable action as necessary to enter the property and remove the mural from the property, or restore the mural to a condition which is in compliance with the original terms of the approval.

(3) *Costs of abatement by the city.*

(a) Upon the city's abatement of the mural, the costs thereof, including the administrative costs incurred by the city, shall be assessed against the real property from which the mural was removed. Mural abatement assessments shall be levied by resolution of the city council and the date of levy shall be the date of adoption of such resolution. The resolution shall be filed in the office of the finance director as a lien against the land where the mural was abated, and shall be recorded in the public records of Palm Beach County, Florida, to afford notice to the public.

(b) Such assessment shall be a lien against the land which the same is made effective as of the date of levy by the city council. Such lien shall be prior, and prior in dignity, to all other liens against such property, save

and except a lien for taxes. Liens shall be payable on the date of levy, and shall, from the date of delinquency (thirty (30) days after the date of levy), bear interest at a rate determined by the city council.

(c) The lien shall be subject to foreclosure as provided by law if not completely paid within three (3) years after date of delinquency. Three (3) years after the date of delinquency the interest on the unpaid principal shall be at a rate determined by the city council.

(d) Nothing in this subsection shall in any way limit the city to the remedy listed above. This remedy shall be in addition to any other remedy which the city can legally pursue.

(4) Removal by owner. Any mural may be removed by the property owner at any time.

(g) Removal agreement. Approved murals shall not be installed until the city receives a written removal agreement properly executed by the applicant and building owner. Such agreement shall be furnished by the city. The mural approval and agreement to remove shall be recorded in the records of the city, and may be recorded in the official records of Palm Beach County and shall be binding upon the heirs, personal representatives, grantees, successors in interest, or assigns of the parties.

(h) Art Consultant. The city may engage one or more art consultants to assist in the development of review criteria, to assist the Art Advisory Board and the city council in reviewing applications submitted pursuant to this section, and for any other purpose to effectuate this section.

(i) Violations; enforcement. In addition to the remedies set forth in subsection 16-665(f), the city may enforce violations of this section as provided in Chapter 2, Article VIII.

Secs. 16-666 – 16-676. – Reserved.

SECTION 5. Repeal of Conflicting Ordinances. All other ordinances or parts thereof or parts of the Code conflicting or inconsistent with this ordinance are hereby cancelled, repealed or revised to be consistent with provisions and elements of this Ordinance.

SECTION 6. 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

Ordinance No. 2024-14 | Art in Public Places and Murals

Page No. 14

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

SECTION 8. Effective Date. The provisions of this Ordinance shall become effective immediately upon adoption.

[Remainder of the page intentionally blank.]

Ordinance No. 2024-14 | Art in Public Places and Murals

Page No. 15

Passed on the first reading this _____ day of _____, 2024.

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

Voted:

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor, *District III*

Attest:

Voted:

Quintella Moorer, City Clerk

John Tharp, Council Member, *District I*

Voted:

Peter Noble, Council Member, *District II*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney