



CITY COUNCIL SPECIAL MEETING

City of Greenacres, Florida

Monday, January 08, 2024 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Joel Flores, Mayor

Peter A. Noble, Deputy Mayor

John Tharp, Councilmember, District I

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

1. **Proclamation:** Blue Star Mother's Day, February 1, 2024. - Amber Rose.

CONSENT AGENDA

2. **Official Council Meeting:** City Council Meeting, December 4, 2023. - Quintella L. Moorer, City Clerk.
3. **Resolution 2024-01:** Authoring a temporary construction easement for the expansion of Palm Beach County Water Utilities Lift Station Number 5015; and providing for an effective date. - Carlos Cedeno, Director of Public Works.
4. **Resolution 2024-02:** Authorizing Amendment 002 of the Fiscal Year 2023-2024 Community Development Block Grant (CDBG) Agreement R2022-1209 for Phase 1 Lift Station Original Section Sewer Project; and providing for an effective date. - Carlos Cedeno, Director of Public Works.
5. **Resolution 2024-03:** Authorizing the Interlocal Agreement (Exhibit "A") between the City of Greenacres and the School Board of Palm Beach County for the Mutual Use of Recreational Facilities; authorizing the appropriate City Officials to execute the Interlocal Agreement and to effectuate the terms of the agreement. - Michele Thompson, Director of Community and Recreation Services.
6. **Resolution 2024-04:** Approving renewal of the New World ERP software maintenance agreement between the City of Greenacres and Tyler Technologies; authorizing the

appropriate City Officials to execute the agreement; providing for an effective date. - Georges Bayard, Information Technology Director.

7. **Resolution 2024-05:** Approving the renewal of the website hosting and support agreement between the City of Greenacres and CivicPlus; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Georges Bayard, Information Technology Director.
8. **Resolution 2024-06:** Providing notice of the 2024 Municipal election to be held on March 19, 2024, pursuant to the City's Charter and Florida Statutes; approving the calendar year 2024 agreement for vote processing equipment use and election services with the Palm Beach County Supervisor of Elections; designating the County Canvassing Board as the City's canvassing Board for the March 2024 election; and providing an effective date. - Quintella L. Moorer, City Clerk.

REGULAR AGENDA

9. **PUBLIC HEARING: Ordinance 2023-15: Second Reading:** Amending Chapter 5 of the City of Greenacres Code of Ordinances entitled, " Fire Prevention and Protection." Section 5-3 entitled "Adoption of the Fire Prevention Code." to adopt the Florida Fire Prevention Code 8th Edition, together with the local amendment, thereto, as set forth in Exhibit "A" and as conformed to the City's operation standards; providing for repeal of conflicting ordinances, severability, inclusion in Code, and an effective date. - Brian Fuller, Fire Rescue Chief.
10. **PUBLIC HEARING: Ordinance 2023-19: Second Reading:** Amending the City of Greenacres' Budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective. - Teri Lea Beiriger, Director of Finance and Todd Taylor, Budget Manager.
11. **PUBLIC HEARING: Ordinance 2023-20: Second Reading:** Approving the lease of City-owned property with the Florida Department of Health; providing for a repeal of conflicting ordinances, severability and an effective date. - Andrea McCue, City Manager.
12. **Resolution 2024-07:** Approving the agreement between the City of Greenacres and MJC Land Development, LLC., for demolition, replacement of existing road, installation of roadside drainage structures and pipe, grading and sod of dry detention, filling of canal, and construction of 72" RCP drainage pipe and 8x8x12 structures to replace canal, canal bypass work, dewatering, paving, striping and signage, sidewalk, and other work incidental thereto; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
13. **Ratification of the Planning and Zoning Board of Appeals Board:** Reappointing Joan Hayes and Betty Litowsky to serve another three (3) year term. - Andrea McCue, City Manager.

DISCUSSION ITEM

14. Form 6 Full Disclosure of Financial Interest. - John Tharp, Councilmember.

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

February 5, 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 Moorer at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. Hearing Assistance: If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, December 04, 2023 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Joel Flores, Mayor

Peter A. Noble, Deputy Mayor

John Tharp, Councilmember, District I

Judith Dugo, Councilmember District III

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Flores called the meeting to order at 6PM and City Clerk Moorer called the roll.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Councilmember Bousquet, Seconded by Councilmember Dugo to approve the agenda which included the removal of Item 13.

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

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

- 1. Proclamation:** World AIDS Day - December 1, 2023. - Richardo Jackson, CEO, Campbell Health Solutions, Inc.

Ms. Moorer read the proclamation by title.

Mayor Flores accepted the proclamation.

Photos were taken.

- 2. Presentation:** 2023 City Photo Contest Winners. - Austin Lee, Director of Communications.

Mr. Lee introduced Ms. Blanca L. Mackrey, State Farm Agent and thanked her for the prize donations. Mr. Lee announced Marge Dunlgan, 1st Place winner, Anthony Vega, 2nd Place winner and Nestor Arrieta, 3rd Place winner.

Photos were taken.

CONSENT AGENDA

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

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

REGULAR AGENDA

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

Ms. Moorer read the ordinance by title.

Mr. Jerrahian stated there were no changes since the first reading. He noted a correction regarding maintenance to reference the City's ordinance.

Staff recommended approval.

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

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

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

Ms. Moorer read the ordinance by title.

Ms. Earley stated no changes had been made since First reading.

Staff recommended approval.

Councilmember Diaz stated the ordinance was passed in good faith and was needed to avoid any future legal issues. She said this was an erosion of home rule.

Mr. Nathaniel Galang, resident said he understood the reason for passing this ordinance but encouraged the Council to consider some alternatives. He suggested public housing, better zoning laws and he recommended adopting Japan's zoning laws.

Motion made by Councilmember Dugo, Seconded by Councilmember Bousquet to approve Ordinance 2023-17 on Second Reading.

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

- 8. PUBLIC HEARING: Ordinance: 2023-13: First Reading:** Amending all of the Comprehensive Plan Elements and Map Series of the City's Comprehensive Plan to implement the recommendations of the 2023 Evaluation and Appraisal Review; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce; providing for inclusion in the comprehensive plan; and providing for an effective date. - Denise Malone, Development and Neighborhood Services Director.

Ms. Moorer read the ordinance by title.

Ms. Malone stated the Comp plan had not changed since the Workshop. She stated all recommendations and revisions were added. She noted the activities center location clarification would be updated before submittal.

Staff recommended approval.

Motion made by Councilmember Tharp, Seconded by Councilmember Bousquet to approve Ordinance 2023-13 on First Reading.

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

- 9. Ordinance 2023-15: First Reading:** Amending Chapter 5 of the City of Greenacres Code of Ordinances entitled " Fire Prevention and Protection." Section 5-3 entitled "Adoption of the Fire Prevention Code." to adopt the Florida Fire Prevention Code 8th Edition, together with the local amendment thereto as set forth in Exhibit "A" and as conformed to the City's operation standards; providing for repeal of conflicting ordinances, severability, inclusion in Code, and an effective date. - Brian Fuller, Fire Rescue Fire Chief.

Ms. Moorer read the ordinance by title.

Chief Fuller stated the the adoption of the fire code happens every three years and must be adopted for compliance. He recommended approval.

Motion made by Councilmember Bousquet, Seconded by Councilmember Tharp to approve Ordinance 2023-15 on First Reading.

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

- 10. Ordinance 2023-19: First Reading:** Amending the City of Greenacres' Budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective. - Teri Lea Beiriger, Director of Finance and Todd Taylor, Budget Manager.

Ms. Moorer read the ordinance by title.

Ms. Beiriger and Mr. Taylor requested the budget adjustment to fund the over three million dollar Chickasaw Project.

Councilmember Bousquet was very proud of this ongoing project.

Motion made by Councilmember Bousquet, Seconded by Councilmember Diaz to approve Ordinance 2023-19 on First Reading.

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

11. Ordinance 2023-20: First Reading: Approving the lease of City-owned property with the Florida Department of Health; providing for a repeal of conflicting ordinances, severability and an effective date. - Andrea McCue, City Manager.

Ms. Moorer read the ordinance by title.

Ms. McCue stated the Department of Health requested to renew the lease for the next five years. Staff recommended approval.

Motion made by Councilmember Tharp, Seconded by Councilmember Bousquet to approve ordinance 2023-20 on First Reading.

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

12. Appointment of Education Advisory Committee Member: (Patty Persichilli) - Andrea McCue, City Manager.

Ms. McCue stated more members were needed and she was happy the Council was recommending members. She recommended appointment of Ms. Persichilli.

Motion made by Councilmember Dugo, Seconded by Councilmember Bousquet to appoint Ms. Persichilli.

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

DISCUSSION ITEM

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

Item 13 was removed.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Mr. Fule Dogic, Resident commented on the topic of marijuana, cost of food and safety of the roads.

CITY MANAGER'S REPORT

Ms. McCue suggested cancelling the December 18, 2023 Council meeting and adding January 8, 2024 Council meeting due to the upcoming holidays.

The Council agreed to all changes to the schedules.

She said the Pickleball striping in the Community center was completed. Holiday in the Park was December 9 and the Mock City Council meeting for the L.C. Swain Middle was scheduled for

December 15, 2023. Fiesta de Pablo was in January, and she thanked Fire Rescue for Pancake Breakfast.

CITY ATTORNEY'S REPORT

None.

MAYOR AND CITY COUNCIL REPORT

Councilmember Tharp: complimented Fire Rescue on the Pancake Breakfast and requested a Discussion regarding Form 6 be added to the next meeting.

Councilmember Diaz: complimented Fire Rescue on the Pancake Breakfast, she also thanked Staff for a great job regarding the Comp Plan. She stated inquiries were made for the City to consider some tributes to veterans be added around the City. She wished Ms. McCue a happy birthday.

Councilmember Bousquet: she thanked Ms. McCue for accomplishing the Chickasaw Project, it was a long time coming.

Mayor Flores: Mayor and Council sang happy birthday to Ms. McCue and Councilmember Diaz. He encouraged everyone to focus on the kids and he enjoyed Government Day. He gave an update on the half-penny Sales Tax, and he noticed no consensus was made at the League of Cities meeting.

ADJOURNMENT

6:44PM.

Joel Flores
Mayor

Quintella Moorer, CMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: January 8, 2024

FROM: Carlos Cedeño, Director, Public Works Department

SUBJECT: **Resolution 2024-01**
Temporary Construction Easement
 Palm Beach County Water Utilities Department Lift Station #5015

BACKGROUND

The Palm Beach County Water Utilities Department (PBCWUD) is planning a project to replace, reposition and expand wastewater lift station #5015 located on the west end of the City’s B-Canal. This lift station is critical infrastructure that moves wastewater from surrounding communities within the City of Greenacres toward the wastewater treatment plant. This project will improve the lift station’s long-term operability and reliability, reduce maintenance costs, and enable remote monitoring to reduce response times in the event of any emergency.

The construction of the lift station will require access to property owned by the City of Greenacres, PBCWUD requests that the City of Greenacres grant a Temporary Construction Easement. This easement would allow for the expansion of the lift station to a repump station, provide access during the construction period, as well as future access for activities such as maintenance, service and repair.

PBCWUD will be filling in a portion of the B-Canal to allow for the construction of the new repump station and staging area. An additional section of the B-Canal will be temporarily filled to allow room for vehicles and equipment during construction. For this access, PBCWUD requests that the City of Greenacres grant a Temporary Construction Easement. The fill will be removed when construction is complete. Construction is scheduled to begin in spring 2024 and is estimated to be completed within one (1) year.

ANALYSIS

In order for the replacement, reposition and expansion of Lift Station #5015 to occur, Palm Beach County Water Utilities is requesting the City of Greenacres allow to temporarily filling of a section of the B-Canal and create a staging area within the Easement Premises for a period of three hundred sixty-five (365) days from the effective date of Resolution 2024-01.

WUD shall be solely responsible for maintenance and repair at its sole cost and expense of the Easement Premises and all of the required improvements to Lift Station #5015 during the term of the Temporary Construction Easement. WUD shall also be solely responsible for restoration of any existing improvements and/or landscaping currently on the site.

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 Temporary Construction Easement Agreement through the adoption of Resolution 2024-01.

RESOLUTION NO. 2024-01

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT FOR THE EXPANSION OF PALM BEACH COUNTY WATER UTILITIES LIFT STATION #5015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 17, 2023, Palm Beach County Water Utilities Department contacted the City of Greenacres to request a Temporary Construction Easement ; and

WHEREAS, the Palm Beach County Water Utilities Department is implementing a project to replace, reposition and expand wastewater Lift Station #5015 located on the west end of the City's B-Canal; and

WHEREAS, Lift Station #5015 is critical infrastructure that moves wastewater from surrounding communities within the City of Greenacres toward the wastewater treatment plant; and;

WHEREAS, Palm Beach County Water Utilities Department shall be solely responsible for the maintenance, repair and restoration at its sole cost and expense of the Easement Premises and all of the required improvements to Lift Station #5015 during the term of the Temporary Construction Easement; and

WHEREAS, these improvements will benefit the residents of the City of Greenacres, as well as the residents of surrounding areas of the City.

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 January 8, 2024.

RESOLVED AND ADOPTED this 8th day of January 2024

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, Deputy Mayor

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

Return to:
 Kerry Williams
 Palm Beach County Water Utilities Department
 Engineering
 8100 Forest Hill Blvd.
 West Palm Beach, Florida 33413 3336

Site Address: Sherwood Forest Blvd. Greenacres FL
 Project #: WUD 21-062, LIFT STATION 5015
 Project Name: LIFT STATION IMPROVEMENT

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and entered into this 8th day of January, 2024, by **CITY OF GREENACRES**, a Florida municipal corporation (“Grantor”), in favor of **PALM BEACH COUNTY** (“Grantee”).

WHEREAS, Grantor is by plat dedication the fee simple owner of certain real property for public drainage purposes located in Greenacres, Florida, as more particularly described Plat Book 30, Pages 115-116 (the “Property”); and

WHEREAS, Grantee plans to build a new lift station on property Grantee owns and a portion of the Property; and

WHEREAS, by separate easement request, Grantee seeks an easement from Grantor to utilize a portion of the Property for the new lift station; and

WHEREAS, Grantee has also requested that Grantor grant a Temporary Construction Easement for a portion of the Property described in **Exhibit “A”**, attached hereto and incorporated herein (“Easement Premises”), to allow Grantee to temporarily fill a section of the canal and create a staging area for the construction of a new lift station within the Easement Premises for a period of three hundred sixty-five (365) days from the Effective Date; and,

WHEREAS, Grantor is willing to grant such temporary construction easement and finds granting such easement serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantor in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Grantee, a Temporary Construction Easement as follows:

The foregoing recitals are incorporated into this Temporary Construction Easement and made a part hereof.

The Grantor grants to Grantee a Temporary Construction Easement upon the Easement Premises as shown and described in Exhibit “A”. The rights granted pursuant to this Temporary Construction Easement shall be limited to the right to utilize the Easement Premises solely to allow Grantee to fill a section of the canal on the Property and create a staging area for the construction of a new lift station on adjacent property (the “Project”). The rights granted pursuant to this Temporary Construction Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee’s completion of the Project or five hundred forty-eight (548) days after construction Notice to Proceed (NTP). The Grantee shall provide the Grantor with a dated copy of the NTP so that the Grantor is aware of when the timeframe associated with the NTP commences and expires. Notwithstanding such automatic termination, Grantee shall promptly

deliver to Grantor a Release of Easement, in a form satisfactory to Grantor, upon completion of the Project, if so requested by Grantor.

1. **Conditions to Right of Usage.** Grantee shall obtain from Grantor and any other necessary governmental entities written approval and necessary permits for all plans relating to construction within the Easement Premises prior to commencement of construction thereof. All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall install and maintain a construction fence to secure the Easement Premises area at all times. Grantee shall give Grantor ten (10) days written notice prior to commencement of construction; and, Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Premises, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Temporary Construction Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Temporary Construction Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, Grantor may complete the work and Grantee shall reimburse Grantor for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the Grantor's use of the Grantor's Property.

6. **Personal Property.** Grantor shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

7. **Prohibition Against Liens.** Neither Grantor's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the Property to be discharged or bonded off, pursuant to Chapter 255 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming Grantor as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to Grantor prior to commencement of construction.

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

If Grantee is not self-insured, Grantee shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Grantee purchase excess liability coverage, Grantee agrees to include Grantor as an Additional Insured.

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

Should Grantee contract with a third-party (Contractor) to perform any service related to this Temporary Construction Easement, Grantee shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Grantee and Grantor as Additional Insureds. Grantee shall also require that the Contractor include a Waiver of Subrogation against Grantor.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

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

When requested, the Grantee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Grantee of its liability and obligations under this Agreement.

Compliance with the foregoing insurance requirements shall not relieve Grantee of its liability and obligations under this Temporary Construction Easement.

Grantee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the Grantor.

9. Indemnification. Subject to Grantee's right to sovereign immunity and the limitation on damages as set forth in section 768.28, Florida Statutes, Grantee, its successors and assigns shall indemnify, defend and hold the Grantor harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the Grantee's exercise of the rights granted hereby and use of this Easement, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes. Nothing in this Easement shall be construed as Grantor's or Grantee's consent to be sued by a third party nor as Grantor's or Grantee's agreement to indemnify the other or any third party for their negligent acts, omissions, wrongful acts, or misconduct.

In addition, Grantee shall require that any of its contractors performing services on or in the Easement Premises indemnify the Grantor. Said indemnification in the Grantee's written contract with any of its

contractors performing services on or in the Easement Premises shall read as follows:

Contractor shall indemnify and hold harmless the County, its officers and employees, and the City of Greenacres, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by or arising from the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

10. No Dedication. The grant of Temporary Construction Easement contained herein is solely for the use and benefit of Grantee, and Grantee’s authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

11. Time of Essence. The parties expressly agree that time is of the essence in this Temporary Construction Easement.

12. Matters of Record. Grantee hereby accepts the Easement Premises “As-Is”, without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

13. Construction. The terms of this Temporary Construction Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Temporary Construction Easement and the same shall remain in full force and effect.

14. Entire Understanding. This Temporary Construction Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Temporary Construction Easement.

15. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Grantee:

Water Utilities Department
Attention: Director
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413

With a copy to:

Palm Beach County Attorney’s Office
Attention: Utilities Department
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

Grantor:

City of Greenacres
Attn: City Manager
5800 Melaleuca Lane
Greenacres, FL 33413

With a copy to:

City of Greenacres
Attn: Director, Public Works Department
5800 Melaleuca Lane
Greenacres, FL 33413

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

16. Default. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Temporary Construction Easement for which a specific remedy is not set forth in this Temporary Construction Easement, Grantor shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

17. Governing Law & Venue. This Temporary Construction Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Temporary Construction Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

18. Prohibition Against Assignment. This Temporary Construction Easement may not be assigned by Grantee.

19. No Third Party Beneficiary. No provision of this Temporary Construction Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Temporary Construction Easement, including but not limited to any citizens of County or Grantee or employees of County or Grantee.

20. Effective Date of Easement. This Temporary Construction Easement is expressly contingent upon the approval of the Grantor’s City Council and shall become effective only when signed by the Grantor’s Mayor.

21. Reservation of Rights. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

22. Waste or Nuisance. Grantee shall not commit or suffer to be committed any waste upon the Easement Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Easement Premises or which may affect Grantor's fee interest in the Easement Premises. Grantee shall keep the access to the Easement Premises, the parking areas, driveways and other contiguous areas to the Easement Premises free and clear of obstruction.

23. Governmental Regulations. Grantee shall, at Grantee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Grantee or its use of the Easement Premises, and shall faithfully observe in the use of the Easement Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Grantee's use of the Easement Premises. Grantee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Grantee's activity, on the Easement Premises or in any manner not permitted by law. Subject to Grantee's right to sovereign immunity and the limitation on damages as set forth in section 768.28, Florida Statutes, Grantee shall indemnify, defend and save Grantor, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Grantee's failure to perform its obligations specified in this Section. Grantee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this Easement.

24. Surrender of Premises. Upon termination of the use of the Easement Premises by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Premises and shall surrender the Easement Premises to the Grantor in at least the same condition the Easement Premises were in at the start of each period of use.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

**Signed, sealed and delivered
in the presence of:**

CITY OF GREENACRES, a Florida
municipal corporation

Signature

By: _____
Joel Flores, Mayor

Print name of witness

Approved as to form and legal sufficiency:

Signature

City Attorney

Print name of witness

Print Name of City Attorney

(SEAL)

ATTEST:

Quintella Moorer, City Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Joel Flores, the Mayor of the City of Greenacres, a Florida municipal corporation, () who is personally known to me OR () who has produced _____ as identification and who () did () did not take an oath.

(Notary Seal)

Notary Public, State of Florida

ATTEST:

COUNTY:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____

By: _____

**APPROVED AS TO
LEGAL SUFFICIENCY**

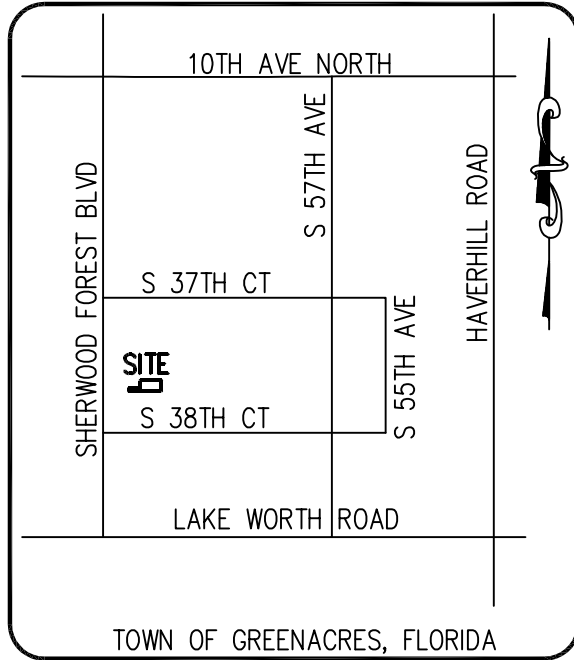
**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: _____
Department Director

EXHIBIT "A"
EASEMENT PREMISES

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3



LOCATION AND SHEET INDEX MAP
 N.T.S.

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF CANAL "B" AS SHOWN ON THE PLAT OF VILLA DEL TRIO, AS RECORDED IN PLAT BOOK PAGE 30, PAGE 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PLAT; THENCE N02°14'57" ALONG THE WESTERLY LINE OF SAID PLAT, A DISTANCE OF 11.77 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN EXCEPTED PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 3538, PAGE 1618; THENCE S88°03'13"E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID EXCEPTED PARCEL; THENCE N02°14'57"E ALONG SAID EASTERLY LINE, A DISTANCE OF 30.00 FEET; THENCE LEAVING SAID EASTERLY LINE S88°03'13"E, A DISTANCE OF 90.00 FEET; THENCE S02°14'57"W, A DISTANCE OF 41.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PLAT OF VILLA DEL TRIO; THENCE S88°03'13"E ALONG SAID SOUTHERLY LINE OF SAID PLAT OF VILLA DEL TRIO, A DISTANCE OF 140.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,348 SQUARE FEET (0.100 ACRES) MORE OR LESS.

SKETCH AND DESCRIPTION

FOR: **LIFT STATION 5015**
PALM BEACH COUNTY WATER UTILITY DEPARTMENT

SCALE:	N.T.S.
DRAWN BY:	DPK
CHECKED BY:	J. MALIN
DATE:	4-28-2023


A Higher Standard of Excellence
engenuity
 group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
 1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°	SHEET:
	1 / 3
FLORIDA R.L.S. #	JOB N°
	20165.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

NOTES:

- 1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
- 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
- 3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR THE DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF NORTH 88°56'43" EAST BETWEEN PALM BEACH COUNTY CONTROL POINTS "LW 12" AND "PHYLLIS", OTHER BEARINGS ARE RELATIVE THERETO.
- 5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.
- 6. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83/90).
SCALE FACTOR: 1.000032028
GROUND DISTANCE x SCALE FACTOR = GRID DISTANCE

LEGEND

- ⊕ CENTERLINE
- ÉLY EASTERLY
- ORB OFFICIAL RECORD BOOK
- N.T.S. NOT TO SCALE
- NLY NORTHERLY
- PB PLAT BOOK
- PBCO PALM BEACH COUNTY
- PG. PAGE
- POB POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- SLY SOUTHERLY
- UE UTILITY EASEMENT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON COMPLIES WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Jennifer Malin

Digitally signed by Jennifer Malin
Date: 2023.04.28 14:09:11 -04'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB #6603

SKETCH AND DESCRIPTION

FOR: **LIFT STATION 5051**
PALM BEACH COUNTY WATER UTILITY DEPARTMENT

SCALE:	N.T.S.
DRAWN BY:	DPK
CHECKED BY:	J. MALIN
DATE:	4-28-2023

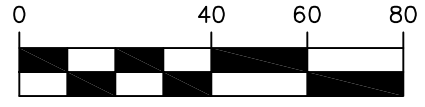


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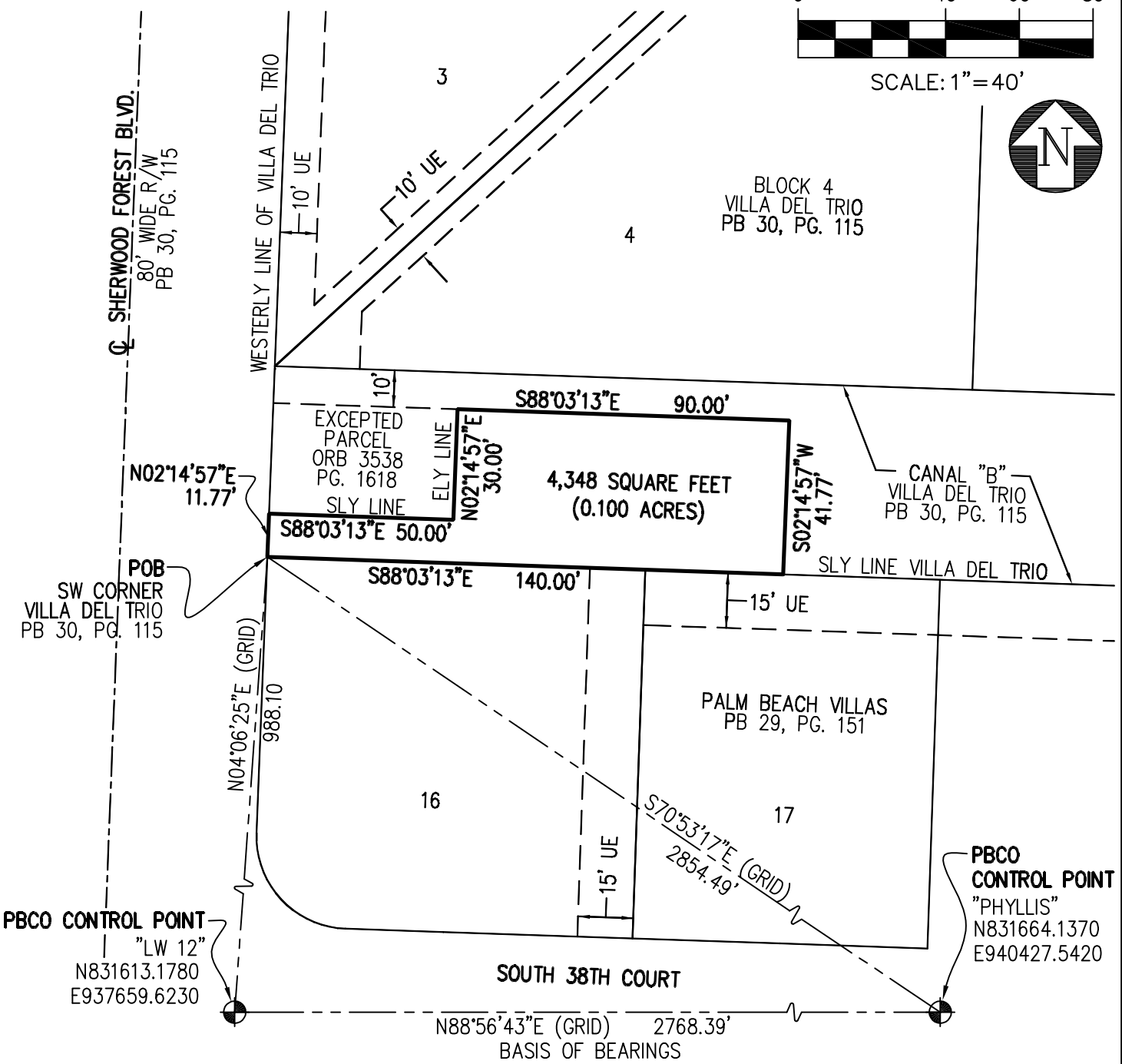
FIELD BOOK Nº	SHEET:
	2 / 3
FLORIDA R.L.S. #	JOB Nº
	20165.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2

GRAPHIC SCALE



SCALE: 1" = 40'



SKETCH AND DESCRIPTION

FOR: **LIFT STATION 5051**
PALM BEACH COUNTY WATER UTILITY DEPARTMENT

SCALE:	1" = 40'
DRAWN BY:	DPK
CHECKED BY:	J. MALIN
DATE:	4-28-2023

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FIELD BOOK N°	SHEET:
	3 / 3
FLORIDA R.L.S. #	JOB N°
	20165.13



ITEM SUMMARY

MEETING DATE: January 8, 2024

FROM: Carlos Cedeño, Director, Public Works Department

SUBJECT: **Resolution 2024-02**
CDBG Phase 1 Lift Station Agreement Amendment 002 with Palm Beach County Department of Housing and Economic Development – Phase I Lift Station Original Section Sewer

BACKGROUND

On March 8, 2023, the City of Greenacres applied to the Palm Beach County Department of Housing and Economic Development (DHED) for a Community Development Block Grant (CDBG) for Fiscal Year 2023-2024. The project will construct north area lift station that has gravity sewer line with a septic system currently serving 1,170 residential units. The Original Section Sewer improvements is a multi-phase project that is located between 10th Ave North and Biscayne Boulevard, within the City of Greenacres' Original Section. The project will provide sanitary sewer service to properties and enhance water quality standards to the City's residents.

ANALYSIS

To proceed with the project, the attached Agreement Amendment 002 between Palm Beach County and the City of Greenacres needs to be approved by City Council. This agreement is similar to the previous CDBG agreements between Palm Beach County and the City of Greenacres. Agreement Amendment 002 revises the completion of the construction date from November 30, 2023 to March 31, 2024. It also revises the request date for 100% reimbursement of CDBG funds from DHED from December 31, 2023 to April 30, 2024.

FINANCIAL INFORMATION

The CDBG Agreement Amendment 002 does not change the total reimbursement for the allocated CDBG funds under Agreement R2022-1209.

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution FY 2022-2023 CDBG Agreement Amendment 002 through the adoption of Resolution 2024-02.

RESOLUTION NO. 2024-02

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING AMENDMENT 002 OF THE FISCAL YEAR 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT R2022-1209 FOR PHASE 1 LIFT STATION ORIGINAL SECTION SEWER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on October 1, 2022, the City of Greenacres entered into Interlocal Agreement R2022-1209 with Palm Beach County Department of Housing and Economic Development (DHED) for a Community Development Block Grant for fiscal Year 2023-2024. The project will construct north area lift station that has gravity sewer line with a septic system currently serving 1,170 residential units from 10th Avenue North to the south by Lake Worth Road, to the east by Haverhill Road and to the west by the LWDD E-3 Canal to the South; and

WHEREAS, it was determined there is a need to revise the completion of the construction date from November 30, 2023 to March 31, 2024; and

WHEREAS, it was determined there is a need to revise the request for 100% reimbursement of CDBG funds from DHED from December 31, 2023 to April 30, 2024; and

WHEREAS, funding for this project has been approved in the amount of \$198,947, and will result in greatly needed improvements to Greenacres' Original Section; and

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

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

SECTION 1. The City Council grants authorization for the Amendment of the FY 2023-2024 Community Development Block Grant (CDBG) Funding Agreement for Phase 1 of the Lift Station to the Original Section sewer improvements of the City of Greenacres attached hereto as Exhibit A.

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

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

SECTION 4. This resolution shall be effective January 8, 2024.

RESOLVED AND ADOPTED this 8th day of January 2024

Joel Flores, Mayor

Voted:
Peter Noble, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

**AMENDMENT 002 TO THE AGREEMENT
WITH
CITY OF GREENACRES**

Amendment 002 with an effective date of November 27, 2023 by and between **Palm Beach County** and the **City of Greenacres**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2022-1209) with the City of Greenacres on October 1, 2022, as amended by Amendment 001 (R2023-0312) on November 14, 2022 to provide \$198,947 of Community Development Block Grant (CDBG) funds for the construction of Sanitary Sewer improvements Phase I, that comprises of a Lift Station located between 10th Ave North and Biscayne Boulevard, in the City of Greenacres; and

WHEREAS, both parties desire to modify the original Agreement to revise the Project Performance Requirements to provide additional time for construction completion and to request 100% Reimbursement of CDBG funds from the County; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. The Agreement R2022-1209 shall be revised as follows:

- a. Delete the date of November 30, 2023 and replace with **March 31, 2024** to Complete Construction.
- b. Delete the date of December 31, 2023 and replace with **April 30, 2024** to Request 100% Reimbursement of CDBG funds from the County.
- c. These said dates shall be revised under the following Sections of the Agreement:

i. SECTION 6. MAXIMUM COMPENSATION

ii. SECTION 7. TIME OF PERFORMANCE

iii. EXHIBIT "A": SCOPE OF WORK - SECTION 1.G. PERFORMANCE REQUIREMENTS

Except as modified by Amendment 001 and this Amendment 002, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand the day and year above written and caused this Amendment 002 to be executed.

(SUBRECIPIENT SEAL BELOW)

CITY OF GREENACRES

By: _____
Joel Flores, Mayor

By: _____
Quintella Moorer, City Clerk

By: _____
Andrea McCue, City Manger

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 002 on behalf of the County.

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

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

**Approved as to Form and
Legal Sufficiency**

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

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

By: _____
Sherry Howard
Deputy Director



AGREEMENT REVISION REQUEST/APPROVAL

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

City of Greenacres

PROJECT AND FUNDING DESCRIPTION (R2022 - 1209)

Original Section Sewer Swain Blvd. North Ph 1, sanitary sewer improvements located between 10th Ave. N. and Biscayne Blvd. in the City of Greenacres. CDBG FY22-23 provided funding in the amount of \$198,947.00. Amendment 001 (R2023-0312) dated November 14, 2022 changed the contract award date from December 31, 2022 to April 2023. This modification request will not change the total reimbursement for CDBG funds allocated.

REQUESTED REVISION: The City of Greenacres is requesting a modification to our agreement R2022-1209 to adjust the date of completion of the project due to an unforeseen condition for a utility conflict. Although the date for full reimbursement of CDBG funds will need to change, the City is requesting a project completion date change of the work from November of 2023 to February 28, 2024 due to the nature of the work.

JUSTIFICATION: The modification to the agreement is due to a water main deflection related to a conflict with a concrete storm sewer pipe. The conflict is located on Swain Boulevard, just north of Biscayne Drive.

Authorized Signatory, City/Town

Name & Title: Carlos I. Cedeño, Public Works Director

Date: November 21, 2023

REVISION ACTION

AMENDMENT REQUIRED YES NO

NOTE: This Section to be Completed by DHED Contract Development and Quality Control Division.
IN ACCORDANCE WITH SECTION 7. TIME OF PERFORMANCE:

"services required herein shall be completed by the Subrecipient prior to December 31, 2023". Therefore, the Agreement Performance dates shall be Amended as follows:

- Complete Completion by: March 31, 2024
- Request 100% of Reimbursement of CDBG Funds prior to: April 30, 2024
- SECTION 7. TIME OF PERFORMANCE SHALL BE PRIOR TO: April 30, 2024

ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED REVISION

Except as revised by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

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

Date: 11/27/2023

CC Andrea McCue, City Manager, City of Greenacres
Jeffrey Bolton, DHED Contract Development and Quality Control



CITY OF
GREENACRES
LIVE • LEARN • WORK • PLAY

Public Works Department

Andrea McCue
City Manager

Carlos Cedeño
Director

November 21, 2023

Johnathan B. Brown, Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33413

**Re: Modification to Original Section Sewer Swain Blvd. North Ph 1
CDBG Capital Improvements Agreement R2022-1209 (FY 2023-2024)**

Joel Flores
Mayor

John Tharp
Councilmember
District I

Peter A. Noble
Councilmember
District II

Judith Dugo
Councilmember
District III

Susy Díaz
Councilmember
District IV

Paula Bousquet
Councilmember
District V

Dear Mr. Brown:

The City of Greenacres would like to request a modification to our agreement for the above project to adjust only the date of completion of the project due to an unforeseen condition for a utility conflict requiring additional time. The date for full reimbursement of CDBG funds will not need to change. We would like to change the date of project completion of the work from November of 2023 to February 28, 2024. This modification request will not change the total reimbursement for CDBG funds allocated.

Please do not hesitate to contact me if you any questions via email at ccedeno@greenacresfl.gov or telephone at (561) 642-2071.

Sincerely,

Carlos Cedeño
Public Works Director

Cc (via email):
Zach Gamble, Craven Thompson & Associates
Andrea McCue, City Manager
Teri Beiriger, Finance Director



ITEM SUMMARY

MEETING DATE: January 8, 2024

FROM: Michele Thompson, Community & Recreation Services Director

SUBJECT: RESOLUTION 2024-03 APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE SCHOOL BOARD OF PALM BEACH COUNTY FOR MUTUAL USE OF RECREATIONAL FACILITIES

BACKGROUND

On October 1, 2018, the City Council approved Resolution 2018-37 for the Interlocal Agreement with the School Board for Mutual Use of Recreational Facilities with the City. The Agreement expired on November 17, 2023, and the School Board wishes to renew the Agreement with the City for another one (1) year term, with four (4) automatic annual renewals. A successfully negotiated Agreement was discussed and agreed upon by both parties on December 7, 2023 that requires City Council approval.

ANALYSIS

Under Section 163.01, Florida Statutes known as “Florida Interlocal Cooperation Act of 1969” the purpose of the Agreement is to enable the City of Greenacres and the School Board of Palm Beach County to allow the City and City schools utilization of other’s facilities at no cost. The purpose of this Agreement benefits each party by utilizing recreational, parking and classroom facilities, minimizing the need for duplication of land, facilities, costs, and efforts, as well as maximizing the availability and use of public facilities.

FINANCIAL INFORMATION

N/A

LEGAL

The terms of this Agreement were negotiated successfully, and the Resolution and Agreement has been prepared in accordance with the Florida Statutes and City Code requirements.

STAFF RECOMMENDATION

Approval of Resolution 2024-03 for the Interlocal Agreement with the School Board of Palm Beach County for Mutual Use of Recreational Facilities.

RESOLUTION NO. 2024-03

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE INTERLOCAL AGREEMENT (EXHIBIT "A") BETWEEN THE CITY OF GREENACRES AND THE SCHOOL BOARD OF PALM BEACH COUNTY FOR THE MUTUAL USE OF RECREATIONAL FACILITIES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EFFECTUATE THE TERMS OF THE AGREEMENT.

WHEREAS, It is the intent of Part I of Chapter 163, Florida Statutes; Section 163.01, "Florida Interlocal Cooperation Act of 1969" authorizing local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to ensure cooperation between local government units in the provision of services and facilities for the needs of local communities; and

WHEREAS, the purpose of this Agreement is to enable the City of Greenacres (CITY) and the School Board of Palm Beach County (DISTRICT) to allow the City and the local schools within the City boundaries to utilize facilities of the other at no cost; and

WHEREAS, the recreation facilities to be utilized by the CITY and DISTRICT include, but are not limited to; classrooms, gymnasiums, playgrounds, pavilions, athletic fields, parking areas, meeting areas, etc.; and

WHEREAS, the CITY and DISTRICT recognize the need and benefit for each party to utilize recreation facilities of the other thereby minimizing the duplication and maximizing the availability of said facilities;

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

SECTION 1. The City Council hereby authorizes the Interlocal Agreement (Exhibit "A")

Resolution No. 2024-03 | Interlocal Agreement with the School Board of Palm Beach County for Mutual Use of Recreational Facilities

Page No. 2

between the City of Greenacres and the School Board of Palm Beach County for the Mutual Use of Recreational Facilities.

SECTION 2. The City hereby authorizes the appropriate City officials to execute the Interlocal agreement (Exhibit “A”) and take any actions necessary to effectuate its terms.

SECTION 3. The City Council hereby directs the Community & Recreation Services Department to transmit a certified copy of the Resolution, along with the executed Interlocal Agreement (Exhibit “A”), to the School Board of Palm Beach County.

Resolution No. 2024-03 | Interlocal Agreement with the School Board of Palm Beach County for Mutual Use of Recreational Facilities

Page No. 3

RESOLVED AND ADOPTED this 8th of day of January 8, 2024

Joel Flores, Mayor

Voted:
Peter Noble, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member *District I*

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: January 8, 2024
FROM: Georges Bayard, Director, Information Technology
SUBJECT: New World ERP Software Maintenance Agreement Renewal

BACKGROUND

The City of Greenacres entered into an original agreement with New World Systems on 11/4/1991 for the licensing, implementation and support of the i-Series version of their Logos Enterprise Resource Management (ERP) software application used in the daily operations of the Financial Management, Human Resources/Payroll and Community Development functions.

On 3/13/2013, the City entered into a new 10-year agreement with New World Systems for the licensing and support of and migration to the modern Windows .NET version of this application.

New World Systems merged with Tyler Technologies (Tyler) effective November 16, 2015, with Tyler as the surviving entity.

The current agreement expires in January 2024, and the City desires to update the maintenance and support services agreement for this critical software application.

ANALYSIS

New World ERP is the primary software in use by City personnel in all departments for the City's daily operations in the areas of Financial Management/Purchasing, Human Resources/Payroll and Community Development. It is a highly complex application that requires significant interaction with Tyler support personnel for maintenance, troubleshooting and training. Not securing access to those resources by renewing the support agreement would likely result in potential disruptions of the City's daily functions.

FINANCIAL INFORMATION

Tyler has presented the City with a Pro Forma invoice listing the annual maintenance costs for all the New World ERP software modules in use by the City, with pricing that is in line with what the City has paid in recent years, including a reasonable annual increase:

FY 2023 invoice	\$ 58,267.60
FY 2024 proforma invoice:	\$ 61,180.98
Increase amount	\$ 2,913.38
Increase percentage	5%

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2024-04 authorizing the execution of a one (1) year term, with the provision to automatically renew for an additional one (1) year term unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.

RESOLUTION NO. 2024-04

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING RENEWAL OF THE NEW WORLD ERP SOFTWARE MAINTENANCE AGREEMENT BETWEEN THE CITY OF GREENACRES AND TYLER TECHNOLOGIES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 13, 2013, the City and New World Systems Corp. (“New World”) entered into an agreement for the licensing of and migration to the Windows-based version of New World’s Logos Enterprise Resource Planning (“ERP”) software application from the outdated i-Series version; and

WHEREAS, Logos ERP is the City’s primary information system used to manage the daily operations of its Financial Management, Human Resources/Payroll and Community Development functions; and

WHEREAS, the Logos ERP agreement expires on December 31, 2023; and

WHEREAS, New World merged with Tyler Technologies, Inc. (“Tyler”) effective November 16, 2015 with Tyler as the surviving entity; and

WHEREAS, Tyler has renamed the Logos ERP software application to New World ERP; and

WHEREAS, the City and Tyler desire to renew and update the New World ERP software maintenance agreement for this critical software application; and

WHEREAS, City Staff recommends that the City Council approve the renewal and update of the New World ERP software maintenance agreement and authorize execution of the agreement; and,

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

SECTION 1. The City Council approves the renewal and update of the New World ERP software maintenance agreement with Tyler and authorize execution of the agreement by the appropriate City Officials.

SECTION 2. This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 8th of day of January 2024

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

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

Voted:
Peter Noble, Deputy Mayor

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

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

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

Approved as to Form and Legal Sufficiency:



ITEM SUMMARY

MEETING DATE: January 8, 2024
FROM: Georges Bayard, Director, Information Technology
SUBJECT: CivicPlus Website Hosting And Support Agreement Renewal

BACKGROUND

The City of Greenacres entered into an original agreement with Aha Consulting, Inc. (“Aha”) on 9/22/2016 based on being awarded RFP No. 17-001, for the design, development and implementation of the City’s website. This agreement was for one year and contained a provision allowing it to be extended for up to four (4) additional one-year periods.

Effective 12/31/2017, Aha merged with Municipal Code Corporation (“Municode”), with the latter as the surviving entity. The four extensions to the agreement were enacted formally, through 9/22/2021.

Effective 8/24/2021, Municode merged with CivicPlus, LLC (CivicPlus”), with the latter as the surviving entity. For convenience, and with agreement first from Municode, then from CivicPlus, the agreement was informally renewed for two additional annual periods, the most recent one set to expire after 1/31/2024.

ANALYSIS

Aha, Municode and now CivicPlus have developed and helped maintain the City’s website for approximately seven years and are intimately familiar with its functionality. Their site hosting infrastructure is reliable and the site has not suffered any noticeable outages over its lifetime. They have dedicated resources and staff to continuing development of new features and providing very responsive support for their Web hosting clients. In addition, the City relies on CivicPlus for several other online services, i.e. codification and meeting management software.

FINANCIAL INFORMATION

CivicPlus has presented the City with an invoice and renewal proposal, at an increased pricing level than in previous years. The justification is that they have held pricing relatively flat and will also provide additional and improved features to the service. The proposal includes a line item for the migration of the City’s website to the latest version of the CivicPlus Web Open Platform.

FY 2023 invoice	\$ 4,800.00
FY 2024 invoice for hosting:	\$ 5,280.00
Amount of increase	\$ 480
Percentage increase	10%

Web Open Platform Migration	\$ 825
Total Cost for FY 2024	\$6,105.00

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2024-05 authorizing the execution of a one (1) year term, automatically renewing for an additional one (1) year term in the event that neither party gives 60 days' notice to terminate prior to the end of the initial term, or any subsequent renewal term.

RESOLUTION NO. 2024-05

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING RENEWAL OF THE WEBSITE HOSTING AND SUPPORT AGREEMENT BETWEEN THE CITY OF GREENACRES AND CIVICPLUS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2016, the City and Aha Consulting, Inc. (“Aha”) entered into an agreement for the hosting and support of the City’s public-facing website (“Agreement”) which had an initial through 2022; and

WHEREAS, the Agreement contained a provision allowing it to be extended for up to

WHEREAS, on December 31, 2017, Aha merged with Municipal Code Corporation (“Municode”) with the latter as the surviving entity; and

WHEREAS, on August 24, 2021, Municode merged with CivicPlus, LLC (“CivicPlus”), with the latter as the surviving entity; and

WHEREAS, the City renewed the Agreement for two (2) additional annual periods, with the current term of the Agreement expiring after January 31, 2024; and

WHEREAS, the City desires to enter into a new agreement with CivicPlus to set forth the terms and conditions under which CivicPlus will provide website hosting and support services for the City; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

SECTION 1. The City Council approves entering the new agreement with CivicPlus for website hosting and support services and authorizes the appropriate City Officials to execute the new agreement.

SECTION 2. This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 8th of day of January 2024

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

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

Voted:
Peter Noble, Deputy Mayor

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: January 8, 2024
FROM: Quintella L. Moorer, City Clerk, City Clerk's Office
SUBJECT: Resolution No. 2024-06; Notice of Election

BACKGROUND

Pursuant to the City's Charter and Florida State Statutes, the City has determined that setting the March 19, 2024 Municipal Election, entering into the 2024 Agreement with the Palm Beach County Supervisor of Elections and designating the Canvassing Board for the 2024 Municipal Elections as set forth, herein, serves a valid public purpose and is in the best interest of the City of Greenacres.

ANALYSIS

The Palm Beach County Supervisor of Elections recommends approval of the agreement to ensure a streamline election process.

FINANCIAL INFORMATION

Proposed budget amount of \$55,000.

LEGAL

The Attorney has reviewed the resolution for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2024-06.

RESOLUTION NO. 2024-06

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROVIDING NOTICE OF THE 2024 MUNICIPAL ELECTION TO BE HELD ON MARCH 19, 2024 PURSUANT TO THE CITY CHARTER AND FLORIDA STATUTES; APPROVING THE CALENDAR YEAR 2024 AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; DESIGNATING THE COUNTY CANVASSING BOARD AS THE CITY'S CANVASSING BOARD FOR THE MARCH 2024 ELECTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, each year, the City of Greenacres enters an agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services; and

WHEREAS, the Palm Beach County Supervisor of Elections has provided the City with an agreement for calendar year 2024, which includes the March 2024 municipal election; and

WHEREAS, the City's Municipal General Election is set for Tuesday, March 19, 2024, pursuant to the City Charter; and

WHEREAS, it is the desire of the City Council to designate the Palm Beach County Canvassing Board to serve as the City's Canvassing Board for the City's Municipal General Election as offered by the Supervisor of Elections; and

WHEREAS, the City Council has determined that setting the March 2024 municipal election for March 19, 2024, entering the 2024 Agreement with the Palm Beach County Supervisor of Elections and designating the Canvassing Board for the 2024 Municipal Elections as set forth herein serves a valid public purpose and is in the best interest of the City of Greenacres.

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

Section 1. The 2024 Municipal Election will be held on Tuesday, March 19, 2024.

Section 2. The 2024 Agreement for Vote Processing Equipment Use and Election Services with the Palm Beach County Supervisor of Elections is hereby approved and the Mayor is authorized to execute the same.

Section 3. The City Commission hereby designates the County Canvassing Board to serve

as the City’s Canvassing Board for the Municipal General Election scheduled for Tuesday, March 19, 2024. The City Clerk shall participate as part of the Canvassing Board if a quorum of the County Canvassing Board is not present.

Section 4. This Resolution shall become effective upon its adoption.

RESOLVED AND ADOPTED this 8th day of January 2024.

Joel Flores, Mayor

Voted:
Peter Noble, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member, District I

Voted:
Judith Dugo, Council Member, District III

Voted:
Susy Diaz, Council Member, District IV

Voted:
Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 4, 2023

FROM: Brian Fuller, Fire Chief, Fire Rescue

SUBJECT: Fire Code Adoption, 8th Edition Ordinance 2023-15

BACKGROUND

Pursuant to Florida Statutes 633, the State Fire Marshal has adopted the Florida Fire Prevention Code 8th Edition to be effective statewide January 1, 2024. Chapter 633, Florida Statutes, also states that any local amendment to the Florida Fire Prevention Code adopted by a local government shall be effective only until the adoption of the new edition of the Florida Fire Prevention Code. Therefore, local governments are required to readopt their local amendments with the adoption of the new edition of the Florida Fire Prevention Code.

ANALYSIS

Ordinance 2023– 15, provides for the adoption of the Florida Fire Prevention Code 8th Edition as prescribed by statute, and the City’s amendments to that code. The City’s amendments are more stringent than those established as a minimum by the Florida Fire Prevention Code and are similar to the ones currently in place.

FINANCIAL INFORMATION

LEGAL

This ordinance has been prepared in accordance with applicable City Code requirements.

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance 2023-15 on first reading.

ORDINANCE NO. 2023-15

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 5 OF THE CITY OF GREENACRES CODE OF ORDINANCES ENTITLED, "FIRE PREVENTION AND PROTECTION," SECTION 5-3, ENTITLED, "ADOPTION OF THE FIRE PREVENTION CODE," TO ADOPT THE FLORIDA FIRE PREVENTION CODE 8th EDITION, TOGETHER WITH THE LOCAL AMENDMENTS THERETO AS SET FORTH IN EXHIBIT "A" AND AS CONFORMED TO THE CITY'S OPERATIONAL STANDARDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN CODE, AND AN EFFECTIVE DATE.

WHEREAS, the State Fire Marshal has adopted a new edition of the Florida Fire Prevention Code, pursuant to Rule 69A-60 of the Florida Administrative Code which incorporates by reference the 2021 Florida Edition of the National Fire Protection Association Fire Code (NFPA 1) and the 2021 Florida Edition of the National Fire Protection Association Life Safety Code (NFPA 101), both amended by the Florida State Fire Marshal by Administrative rule, which is known as the "Florida Fire Prevention Code 8th edition"; and

WHEREAS, Chapter 633, Florida Statutes, authorizes local governments to adopt more stringent local amendments to the Florida Fire Prevention Code, which strengthens the requirements of the minimum fire safety code; and

WHEREAS, Chapter 633, Florida Statutes, requires local governments to re-adopt local amendments with every adoption of the new edition of the Florida Fire Prevention Code, which shall be every third year; and

WHEREAS, it is essential for continued, successful fire safety and prevention to establish certain procedures regarding inspections, investigations, and fees associated with same; and

WHEREAS, the adoption of the provisions contained herein will greatly promote the health, safety, and welfare of the residents of the City of Greenacres and serves a valid public purpose.

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

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

SECTION 2. That Sec. 5-3 “Adoption of the Fire Prevention Code” of the City of Greenacres Code of Ordinances is amended as follows (deleted language is indicated by strike-through type and added language is indicated by underlining):

Sec. 5-3. – Adoption of the Fire Prevention Code.

- (a) The city hereby adopts by reference the Florida Fire Prevention Code 8~~7~~th edition adopted by the state fire marshal in rule chapter 69A-60 of the Florida Administrative Code as may be amended, including NFPA 1 Fire Code (Florida 2021~~2018~~ edition), and NFPA 101 Life Safety Code (Florida 2021~~2018~~ edition), save and except those portions such as are hereinafter deleted, modified, or amended to conform to the city's operational standards as referenced herein.
- (b) The city hereby adopts by reference the amendments to the Florida Fire Prevention Code 7~~th~~th8th edition as reflected in Exhibit "A" attached to Ordinance No. 2020-14~~2023-15~~ and by this reference made a part hereof. These amendments are being made to strengthen the minimum fire code and to conform to the city's operational standards.

SECTION 3. Exhibit “A” referenced in Section 5-3 (above) is repealed and replaced with the Exhibit “A” attached hereto and incorporated herein by reference. Exhibit “A” to this Ordinance shall not be codified.

SECTION 4. Repeal of Conflicting Ordinances. All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 5. Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this

Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part of parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

SECTION 6. Inclusion in Code. It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of the City of Greenacres, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “Section”, “Article” or another word.

SECTION 7. Effective Date. The provisions of this Ordinance shall become effective five (5) days after it is adopted.

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

PASSED AND ADOPTED on the second reading this 8th day of January 2024.

Joel Flores, Mayor

Voted:
Peter Noble, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member, District I

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Suzy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: January 8, 2024
FROM: Teri Lea Beiriger, Director of Finance
SUBJECT: Ord. No. 2023-19 Budget Adjustment - Chickasaw

BACKGROUND

Council Policy No. 6 requires City Council action to authorize budget adjustments between cost centers, departments, and funds. A budget adjustment is required to account for the unbudgeted re-prioritizing of the Chickasaw Road Improvements project. This affects both the Reconstruction and Maintenance (304) fund and the Infrastructure Surtax (305) fund.

Reconstruction and Maintenance (304) fund requires an inter fund transfer for \$568,138. Statutorily restricted 2nd option gas tax reserves are available in this fund which and can be transferred to the Chickasaw Road Improvement project (CIP-233) in the Infrastructure Surtax (305) fund.

Infrastructure Surtax (305) fund requires two adjustments netting a fund balance decrease totaling \$2,431,862. The first adjustment is the transfer in of the \$568,138 from the Reconstruction and Maintenance (304) fund to offset cost of the Chickasaw project. The second adjustment will be to increase the expense of the Chickasaw Road Improvement project (CIP-233), by \$3,000,000.

ANALYSIS

Ordinance 2023-19 is to authorize the net budget adjustment for the total amount of \$2,431,862 that documents the movement of the funds from the two CIP funds to cover the unbudgeted item.

FINANCIAL INFORMATION

The proposed ordinance increases the revenue by \$568,138 and increases the expenditures by \$3,000,000 in FY 2024, with a net effect of \$2,431,862.

LEGAL

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

STAFF RECOMMENDATION

Approval of Ordinance 2023-19.

ORDINANCE NO. 2023-19

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CITY OF GREENACRES' BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, INCLUSIVE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenacres, Florida adopted a budget for the 2023/2024 Fiscal Year; and

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

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

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

Section 1. The City Council hereby amends the expenditures in the Reconstruction and Maintenance (304) fund, the revenue and expenditures in the Infrastructure Surtax (305) fund and the balances listed in attached Exhibit "A" by and adopts such amendments to the Budget of the City of Greenacres for the Fiscal Year October 1, 2023, through September 30, 2024, inclusive.

Section 2. Repeal of Conflicting Ordinances.

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

Section 3. Severability.

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

Section 4. Effective Date.

The provisions of this Ordinance shall become effective upon adoption.

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

PASSED AND ADOPTED on the second reading this 8th day of January 2024.

Voted:

Joel Flores, Mayor

Peter Noble, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

John Tharp, Council Member, *District I*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

FYE 9/30/2024
Exhibit "A"

		Increase (Decrease)
Expense		
Fund Transfer Infra Surtax	304-80-82-91-9	\$568,138
304 Fund Balance		(\$568,138)
304 Net Fund(s) Balance Change		(\$568,138)
Revenue		
Interfund Transfer	305-80-381-000	\$568,138
305 Fund Balance		\$568,138
Expense		
CIP-233 Chickasaw Rd Imprv	305-40-42-63-12	\$3,000,000
305 Fund Balance		(\$3,000,000)
305 Net Fund(s) Balance Change		(\$2,431,862)



ITEM SUMMARY

MEETING DATE: January 8, 2024
FROM: Andrea McCue, City Manager, Administration
SUBJECT: Ordinance 2023-20 FDOH WIC Lease Renewal – 2nd Reading

BACKGROUND

The City has leased its property located at 5985 10th Avenue North to the Department of Health (DOH) since 2008 which the DOH has utilized the property to provide its local Women, Infants and Children (WIC) services to the residents of Greenacres and the greater PBC area.

ANALYSIS

The DOH has requested to renew the lease for another five (5) year term.
The Ordinance was approved on first reading on December 4, 2023.

FINANCIAL INFORMATION

Lease payments to the City will increase by 3% each year with a first year lease amount of \$254,053.80.

LEGAL

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

STAFF RECOMMENDATION

Staff is recommending approval of Ordinance 2023-20 on 2nd Reading.

ORDINANCE NO. 2023-20

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE LEASE OF CITY-OWNED PROPERTY WITH THE FLORIDA DEPARTMENT OF HEALTH; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VI, Section 1(G) of the City’s Charter, requires the City Council to approve the lease of any City-owned property by ordinance; and

WHEREAS, the City has leased its property at 5985 10th Avenue North in the City of Greenacres to the Florida Department of Health (DOH) since 2008, and

WHEREAS, DOH utilizes the property to provide its local Women, Infants and Childrens (WIC) services to the residents of Greenacres and the greater Palm Beach County area; and

WHEREAS, the WIC services assist in providing for healthier children and families in our community; and

WHEREAS, the current DOH lease is set to expire on December 1, 2023 and DOH has requested to renew the lease for another five (5) years; and

WHEREAS, the City Council finds entering a new five (5) year lease with the DOH for the City-owned property at 5985 10th Avenue North is in the best interests of the health, safety and welfare of the City and serves a valid public purpose.

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

Section 1. The City Council hereby approves the lease between the City of Greenacres and the Florida Department of Health, which is attached hereto as **Exhibit “A”** and incorporated into this Ordinance.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full

Ordinance No. 2023-20 | FDOH WIC Lease Renewal

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force and effect.

Section 3. If any portion, clause, phrase, sentence or classification of this Ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the Ordinance; it is hereby declared to be the express opinion of the City Council of the City of Greenacres that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this Ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this Ordinance, the City Council would have enacted the valid constitutional portions thereof.

Section 4. This Ordinance shall take effect immediately upon passage.

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

PASSED AND ADOPTED on the second reading this 8th day of January, 2024.

Joel Flores, Mayor

John Tharp, Council Member, *District I*

Attest:

Quintella Moorer, City Clerk

Peter Noble, Deputy Mayor

Judith Dugo, Council Member, *District III*

Susy Diaz, Council Member, *District IV*

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: January 8, 2024
FROM: Monica Powery, Director, Purchasing
SUBJECT: Award of Bid No. 24-006 Chickasaw Road Replacement and L-11 Canal Piping

BACKGROUND

The City of Greenacres desires to hire experienced and qualified company for demolition, replacement of existing road, installation of roadside drainage structures and pipe, grading and sod of dry detention, filling of canal, and construction of 72" RCP drainage pipe and 8'x8'x12' structures to replace canal, canal bypass work, dewatering, paving, striping and signage, sidewalk, and all other work incidental thereto. The bid was advertised by the City's Purchasing Department on October 1, 2023.

ANALYSIS

The proposals were opened on November 15, 2023 with eight (8) bidders responding. The attached tabulation sheet summarized the results received. City staff has evaluated the proposal and recommends award to MJC Land Development, LLC as the lowest responsive, responsible bidder.

FINANCIAL INFORMATION

Funds are budgeted in Capital Improvement Program 305-40-42-63-12 (CIP 305-233).

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2024-07 authorizing execution of contract and award of Bid No. 24-006 Chickasaw Road Replacement and L-11 Canal Piping to MJC Land Development, LLC for the base bid amount of \$2,910,212.00 and alternate amount of \$616,007.50. The alternate is contingent upon funding from the developer. If the City receives these funds, then an addendum to the agreement will be issued.

RESOLUTION NO. 2024-07

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND MJC LAND DEVELOPMENT, LLC, FOR DEMOLITION, REPLACEMENT OF EXISTING ROAD, INSTALLATION OF ROADSIDE DRAINAGE STRUCTURES AND PIPE, GRADING AND SOD OF DRY DETENTION, FILLING OF CANAL, AND CONSTRUCTION OF 72" RCP DRAINAGE PIPE AND 8'X8'X12' STRUCTURES TO REPLACE CANAL, CANAL BYPASS WORK, DEWATERING, PAVING, STRIPING AND SIGNAGE, SIDEWALK, 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 for demolition, replacement of existing road, installation of roadside drainage structures and pipe, grading and sod of dry detention, filling of canal, and construction of 72" RCP drainage pipe and 8'x8'x12' structures to replace canal, canal bypass work, dewatering, paving, striping and signage, sidewalk, and all other work incidental thereto; and

WHEREAS, The Purchasing Department issued Invitation to Bid No. 24-006 (the "BID"); and

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

WHEREAS, the BID was advertised on the legal notices section of the Palm Beach Post on October 1, 2023, and a notice was also sent to one thousand five hundred forty-six (1,546) prospective bidders via DemandStar; and

WHEREAS, on November 15, 2023 at 3:00 p.m. EST, the BID closed and the Purchasing Department (the "Department") received eight (8) 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 MJC Land Development, LLC 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 MJC Land Development, LLC.

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 8 of day of January 2024

Voted:

Joel Flores, Mayor

John Tharp, Council Member, District I

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Deputy Mayor

Voted:

Judith Dugo, Council Member, District III

Voted:

Susy Diaz, Council Member, District IV

Voted:

Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: January 8, 2024

FROM: Andrea McCue, City Manager

SUBJECT: Planning and Zoning Board of Appeals Re-Appointment – Joan Hayes and Betty Litowsky

BACKGROUND

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

ANALYSIS

There is currently two (2) expired Regular Members on the Planning and Zoning Board of Appeals as of January 2024. Ms. Hayes and Ms. Litowsky are residents of Greenacres and have expressed an interest in serving another three (3) year term.

FINANCIAL INFORMATION

N/A

LEGAL

The appointment procedure is in compliance with City Codes.

STAFF RECOMMENDATION

Staff recommends re-appointing Ms. Hayes and Ms. Litowsky to serve a three-year term as Regular Members of the Planning and Zoning Board of Appeals.