



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, November 18, 2024 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

1. **Proclamation:** Small Business Saturday, November 30, 2024. - Peter Armatas, Pete's Place, and Blanca L. Mackrey, State Farm.
2. **Presentation:** 2024 City Photo Contest Winners. - Austin Lee, Director of Communications.

CONSENT AGENDA

3. **Official City Council Meeting Minutes:** City Council Meeting Minutes, October 21, 2024. - Quintella Moorer, City Clerk.
4. **Resolution 2024-57:** Approving the Maintenance Service Agreement between the City of Greenacres and Life Safety Management, Inc. to monitor inspect and provide maintenance to the City's Fire/Burglar alarm and fire sprinkler systems; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
5. **Resolution 2024-63:** Approving and authorizing the execution of the Fourth Amendment to the Interlocal Agreement for Information Technology Services between the City of Greenacres and Palm Beach County (R2020-1834) for additional telephone lines and upgraded network bandwidth. - Georges Bayard, Information Technology Director.
6. **Resolution 2024-66:** Approving a three-year agreement with Retail Strategies, LLC., for consulting services related to retail analysis and recruitment, with the option of two (2) additional one-year renewals; authorizing the same to be executed and for other purposes; and providing for an effective date. - Andrea McCue, City Manager.

- 7. Resolution 2024-64:** Approving the agreement between the City of Greenacres and the Solid Waste Authority, authorizing the execution of the Blighted and Distressed Property Clean-up Grant Interlocal agreement for the demolition of two (2) residential structures, a swimming pool, garage/storage attachments and abandonment of their associated septic systems; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Carlos Cedeno, Director of Public Works.
- 8. Ratification approval for the Public Safety Officers/Firefighters Retirement Board of Trustees**-Ratification of Josh Leheny to serve another four-year (4) term. - Andrea McCue, City Manager.
- 9. Appointment to serve on the Education Advisory Committee** - Appointment for Bree Lukosavich to serve a two- year (2) term. - Andrea McCue, City Manager.

REGULAR AGENDA

- 10. PUBLIC HEARING: Ordinance 2024-19: First Reading:** Amending the Code of Ordinances, Article 2 “Stopping, Standing, and Parking” of Chapter 14 “Traffic and Vehicles,” and Articles 4 “Supplementary District Regulations” and 8 “Off-Street Parking and Loading” of Chapter 16 “Zoning Regulations”; Relocating and Updating Outdoor Lighting Regulations; Updating Fence Regulations; Providing for Repeal of Conflicting Ordinances; providing for severability; providing for inclusion in Code; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.
- 11. Ordinance 2024-28: First Reading:** Amending Chapter 9 “Miscellaneous Offenses,” Article I “in General,” Division 1 “Generally,” Section 9-9 “Prohibition of lodging on public lands or in the open,” to include issuance of a trespass warning as a possible consequence for violation of this section; amending Chapter 11 “Streets, sidewalks and other public places,” Article I “in General” Section 11-4 “Administration of provisions” to clarify who administers the provisions of this Chapter, adding Section 11-7 “Facility Rules,” and adding Section 11-8 “Trespass warnings on public property and other property generally open to the public;” providing for severability, conflicts, codification, and an effective date. - Christy Goddeau, City Attorney.
- 12. Ordinance 2024-29: First Reading:** Amending the City of Greenacres budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Teri Beiriger, Director of Finance.
- 13. QUASI JUDICIAL: PUBLIC HEARING: Resolution 2024-65: Blossom Trail Plat:** The Blossom Trail (aka Nash Trail) project was approved on January 3, 2022, through Resolutions 2021-30 and 2021-31 and is to be located on the west side of Haverhill Road, north of Nash Trail, south of the Lake Worth Drainage District L-15 Canal, and east of 52nd Drive South. The project will consist of seventy-six (76) Single-Family homes with a Zero-Lot Line design and 154 townhouse units, all within a Planned Unit Development (PUD) on a 33.06-acre site. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

- [14.](#) Community & Recreation Services Report.
- [15.](#) Development and Neighborhood Services Report.
- [16.](#) Finance Report.
- [17.](#) Fire Rescue Report.
- [18.](#) Information Technology Report.
- [19.](#) Palm Beach Sheriff's Office - District 16 Report.
- [20.](#) Public Works Report.
- [21.](#) Purchasing Report.
- [22.](#) Youth Programs Report.

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

December 2, 2024

December 16, 2024.

Meeting Records Request

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

Notice of Council Meetings and Agendas

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

Americans with Disabilities Act

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



ITEM SUMMARY

MEETING DATE: November 18, 2024
FROM: Austin Lee, Director, Communications & Public Affairs
SUBJECT: 2024 City Photo Contest Winners

BACKGROUND

The City’s annual Photo Contest, launched in 2018, has continued to grow each year, drawing more captivating photos of our wonderful city! This year, we received 44 submissions, with 18 meeting the qualifications for judging and suitability for enlargement.
For 2024, the contest introduced new submission categories: Nature & Wildlife, Special Events & Programs, and Parks & Landmarks. The top photo from each category has been selected as a winner.

- Thank you to this year’s selection committee, representing 10 City Departments:
- Leann Garza – City Clerk’s Office
 - Pavielle Clemons – Human Resources
 - Todd Taylor – Finance
 - Nichole King – Community & Recreation Services
 - Kristal Boivin – Fire Rescue
 - Sasha Burrell – Purchasing
 - Linda Mi Franco – Development & Neighborhood Services
 - Dario Rubi – Public Works
 - Elsa Martinez – Youth Programs
 - Jose Saldana – Information Technology
 - Blanca Mackrey – Program Sponsor (Blanca Lopez Mackrey Insurance Agency, Inc.)

I would like to thank and acknowledge Loris Baez, Multimedia Communications Specialist from the Communications Dept. for her time and expertise in coordinating this annual program!
A very special thank you to Blanca Mackrey, owner of the State Farm office located on Lake Worth Road, who generously sponsored the gift cards awarded tonight and served as a guest judge! Thank you so much for your continued community support and involvement in this program!

- Tonight, we recognize the 3 Category Winners:
- Nature and Wildlife** – Victoria Miloslavich (Ducklings)
 - Parks and Landmarks** – Ana Martinez (Greenacres Community Center Fireworks)
 - Special Events and Programs** – Charlene Rothe (Fire Rescue Firefighters)



CITY COUNCIL MEETING
City of Greenacres, Florida
Monday, October 21, 2024, at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

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

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

CALL TO ORDER AND ROLL CALL

Mayor Shaw called the meeting to order at 6PM and City Clerk Moorer called the Roll. All Councilmembers were present.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Diaz to approve the agenda with the removal of item Number 1, City Government Week Presentation.
Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

- 1. Presentation:** City Government Week, October 21-27, 2024. - Jowie Mohammed, Director of Youth Programs.
Item was removed.

CONSENT AGENDA

- 2. Official City Council Meeting Minutes:** City Council Meeting Minutes, October 7, 2024. - Quintella Moorer, City Clerk.
- 3. Resolution 2024-58:** Authorizing the submittal of the FY 2024 Justice Assistance Grant (JAG) Program application to the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and authorizing the City Manager to sign all grant

documents and accept award of the Grant, and authorizing the City Manager with signature authority responsible for implementing equipment and technology to be used for Law Enforcement Programs; and providing for effective date. - Teri Lea Beiriger, Director of Finance.

- 4. Resolution 2024-60:** Satisfying certain liens imposed against residential property, pursuant to Section 15-31, City of Greenacres Code. - Teri Beiriger, Director of Finance.
- 5. Resolution 2024-62:** Authorizing the Intergovernmental Agreement with the South-Central Planning and Development Commission to license the use of, and services and support for MyGovernmentOnline software; and authorize the appropriate City Officials to execute the Intergovernmental Agreement. - Georges Bayard, Information Technology Director.
- 6. Appointments of Education Advisory Committee Members:** Appointing Laurie Kuntz and Melissa Valdes Rodriguez to serve three (3) and one (1) year terms. -Andrea McCue, City Manager.
- 7. Ratification approval for the Public Safety Officers/Firefighters Retirement Board of Trustees.** - Ratification of Brian Brady to serve another four-year term. - Andrea McCue, City Manager.

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

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

REGULAR AGENDA

- 8. PUBLIC HEARING: Ordinance 2024-27: Second Reading:** Amending Chapter 10, Personnel, Article 4, Retirement, Pensions and other Employee Benefit Programs, Division 3, Retirement Systems authorized by, Section 10-148 entitled "Public Safety Officers and Firefighters Retirement Plan and Trust"; amending the Florida Municipal Pension Trust Fund Defined Benefit Plan and Trust Adoption Agreement to extend the Deferred Retirement Option Program to eight years for all members; providing for repeal of conflicting ordinances, providing for inclusion in the Code; providing for severability; and providing for an effective date. - Andrea McCue, City Manager.

Ms. Moorer read the ordinance by title.

Ms. McCue stated the ordinance had not changed since the First Reading.

Staff recommended approval.

Motion made by Councilmember Tharp, Seconded by Councilmember Bousquet to approve Ordinance 2024-27 on Second Reading.

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

- 9. Resolution 2024-55:** Authorizing the Interlocal Florida Department of Transportation (FDOT) funded Grant Agreement FM# 450652-1 Chickasaw Road Expansion Project of fiscal year 2024-2025; and providing for an effective date. - Carlos Cedeno, Director of Public Works.

Mr. Cedeno and Mr. Ibrahim Younis, Construction Manager, presented the Council with the progress of the Chickasaw Road Project, they stated the project was on schedule

and on budget. Photos were presented. Ms. McCue thanked Public Works and especially Mr. Younis for their hard work on this project. She also mentioned she was working with the City's lobbyists on funding.

Mayor Shaw suggested organizing an event for the completion of this project.

The Council was very excited about the process.

Motion made by the entire Council, seconded by the entire Council to approve Resolution 2024-55.

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

10. Resolution 2024-61: Supporting the procurement and oversight of consultants for the development of a Countywide Transportation Plan; supporting the formation of a Technical Advisory Committee for the same; and providing for an effective date. - Andrea McCue, City Manager.

Ms. McCue provided some history of the transportation plan. She stated the resolution supported the procurement and oversight of development. This would ensure a collaborative effort with all municipalities.

Staff recommended approval.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

None.

CITY MANAGER'S REPORT

Ms. McCue reminded everyone about Early Voting, the Youth Programs Ground Breaking, Trunk or Treat, Read for the Record, Get to know Public Works and the Employee Recognition Luncheon.

The Mock City Council Meeting was moved to December.

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

CITY ATTORNEY'S REPORT

Ms. Goddeau reminded the Council about the Sunshine Law Training being held at Lake Worth Beach Casino.

MAYOR AND CITY COUNCIL REPORT

Councilmember Noble: felt the City should start building homes which would be tornado proof.

Deputy Mayor Dugo: declined serving on the 100th Year Celebration Committee, she made a Motion to nominate Councilmember Diaz as a committee member, Motion was Seconded by Councilmember Tharp. All were in favor.

Councilmember Diaz: thanked all the volunteers for Read for the Record.

ADJOURNMENT

6:23PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: November 18, 2024
FROM: Monica Powery, Director, Purchasing
SUBJECT: Award of Bid No. 24-022 Fire Burglar Alarm & Sprinkler Systems

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified company to monitor, inspect and provide maintenance to the City's fire/burglar alarm and fire sprinkler systems. The bid was advertised by the City's Purchasing Department on August 25, 2024.

ANALYSIS

The proposals were opened on September 25, 2024 with four (4) bidders responding. The attached tabulation sheet summarized the results received. WSA Systems Boca LLC was identified as lowest responsive, responsible bidder; however, they decided to withdraw their bid without prejudice. City staff has evaluated the proposals and recommends award to LifeSafety Management, Inc. as the lowest responsive, responsible bidder.

FINANCIAL INFORMATION

Funds are budgeted in accounts 001-40-44-46-11 and 105-60-64-46-3 to provide for award.

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2024-57 authorizing execution of a one-year agreement with the option for three (3) additional one-year renewals for Bid No. 24-022 Fire Burglar Alarm & Sprinkler Systems to LifeSafety Management, Inc.

RESOLUTION NO. 2024-57

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE MAINTENANCE SERVICE AGREEMENT BETWEEN THE CITY OF GREENACRES AND LIFESAFETY MANAGEMENT, INC. TO MONITOR, INSPECT AND PROVIDE MAINTENANCE TO THE CITY'S FIRE/BURGLAR ALARM AND FIRE SPRINKLER SYSTEMS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is in need of an experienced and qualified company qualified company to monitor, inspect and provide maintenance to the City's fire/burglar alarm and fire sprinkler systems; and

WHEREAS, in accordance with the City's Code of Ordinances, the Purchasing Department issued Invitation to Bid No. 24-022 Fire Burglar Alarm & Sprinkler Systems (the "BID") which was advertised in the legal notices section of the Palm Beach Post on August 25, 2024, and a notice was also sent to two hundred ninety-eight (298) prospective bidders via DemandStar; and

WHEREAS, on September 25, 2024 at 3:00 p.m. EST, the BID closed and the Purchasing Department (the "Department") received four (4) 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 approve award of the BID to LifeSafety Management, Inc. and authorize the execution of the contract.

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

SECTION 1. The City Council hereby authorizes the Agreement between the City of Greenacres and LifeSafety Management, Inc.

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

Agreement.

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

RESOLVED AND ADOPTED this 18th of day of November 2024

Chuck Shaw, Mayor

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

Attest:

Quintella Moorer, City Clerk

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

Voted:
Judith Dugo, *Deputy Mayor*

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR AGREEMENT
Fire Burglar Alarm & Sprinkler Systems

THIS CONTRACTOR AGREEMENT (“Agreement”) is made this 18th day of November 2024, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the “CITY”, and **LifeSafety Management, Inc.** a corporation authorized to do business in the State of Florida, herein referred to as the “CONTRACTOR”.

RECITALS

WHEREAS, the CITY issued Invitation to Bid No. 24-022 Fire Burglar Alarm & Sprinkler Systems for the City (“BID” hereafter);

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

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

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

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

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

1. Term

1.1 The term of this Agreement shall be for one (1) year beginning on date of execution by the CITY. In accordance with the BID, at the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon mutual written consent of the parties. Notwithstanding the term, the parties may terminate this Agreement as stated herein. Pricing may be adjusted upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work

2.1 CONTRACTOR agrees to monitor, inspect and provide maintenance to the City’s fire/burglar alarm and fire sprinkler systems for the CITY as set forth in the BID and CONTRACTOR’S proposal response dated September 25, 2024, which BID and CONTRACTOR’S proposal are incorporated herein by reference.

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

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

3. INDEPENDENT CONTRACTOR AND USE OF AGENTS OR ASSISTANTS

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

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

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

4. PROJECT MANAGEMENT

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

5. EQUIPMENT

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

6. FEE AND ORDERING MECHANISM

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

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

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. BILLING

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

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

9. AUDIT BY CITY

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

10. COPIES OF DATA/DOCUMENTS

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

11. OWNERSHIP

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

12. WRITTEN AUTHORIZATION REQUIRED

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

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

- A. If the CONTRACTOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another CONTRACTOR and the CITY may withhold any

money due or which may become due to the CONTRACTOR for such services related to the claimed default; or

- B. If after ten (10) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

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

14. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

15. WAIVER OF BREACH

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

16. INDEMNITY

16.1 The Contractor is responsible, but only to the Each Occurrence Limit of its Commercial General Liability Policy (\$1 million), to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expense, loss, suits, costs, fines and damages including attorney fees resulting from the Contractors breach of its obligations contained for this agreement and/or, negligence in its performance of the services pertaining to this agreement.

16.2 The CONTRACTOR'S obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

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

17. ENTIRE AGREEMENT

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

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY'S prior written consent. Any

attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

19. SUCCESSORS AND ASSIGNS

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

20. WAIVER OF TRAIL BY JURY

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

21. GOVERNING LAW

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

22. TIME IS OF THE ESSENCE

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

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

23. NOTICES

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

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

FOR CONTRACTOR:
MICHAEL SHARF
LIFESAFETY MANAGEMENT, INC.
2017 CORPORATE DRIVE
BOYNTON BEACH, FL 33426

24. SEVERABILITY

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

25. FORCES OF NATURE

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

26. COUNTERPARTS

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

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY IG

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

30. SCRUTINIZED COMPANIES

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

31. E-VERIFY

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

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

32. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY'S custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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

34. EQUAL OPPORTUNITY EMPLOYMENT

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

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

CITY OF GREENACRES, FLORIDA

By: _____
Chuck Shaw, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

[Corporate Seal]

By: Michael Sharf

Print Name: Michael Sharf

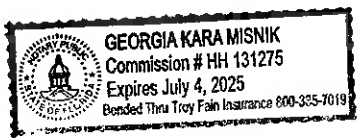
Title: Sales Manager

STATE OF FL
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 8 day of Nov 2024, by Michael Sharf, as the Sales Manager [title] of Lifesafety Management, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Lifesafety Management, Inc [CONTRACTOR's Name] to the same.

Notary Public

Print Name: Georgia Kara Misnik
My commission expires: 7/4/2025





ITEM SUMMARY

MEETING DATE: November 18, 2024

FROM: Georges Bayard, Information Technology Director

SUBJECT: **Resolution 2024-63** - Amending the Interlocal Agreement with PBC for Information Technology Services (R2020-1834), for additional telephone lines and upgraded network bandwidth

BACKGROUND

The City of Greenacres has an existing interlocal agreement (R2020-1834), with Palm Beach County Information Systems Services (ISS), to provide the City with its primary connection to the Internet, the network inter-connections between the City’s locations at City Hall, Fire Rescue Headquarters, the Community Center and 301 Swain Blvd. as well as to 5 of its parks for security camera systems.

In 2020, the agreement was amended to add basic telephone service for the City, transferring existing lines from the previous service provider and providing new IP-based handsets, for a total of 101 lines. Four (4) lines were added on March 8, 2022, and seven (7) more were added on July 11, 2023, for a total of 112. An additional 5 lines were added on November 2023 equaling 117 handsets.

The proposed amendment adds 11 telephone lines for a grand total of 128 handsets and will also upgrade the network bandwidth for City Hall, Community Center, and Fire Rescue Station 94 from 50Mgps to 250Mbps.

ANALYSIS

The eleven (11) new lines of telephone service include lines added since the previous amendment and new required lines, for a grand total of 128 lines and handsets. The upgrade to the network bandwidth is necessary for effective operations due to the increased use of cloud-based applications.

FINANCIAL INFORMATION

The annual cost for telephone service based on the amended agreement will increase to \$15,360, and the cost for network bandwidth will increase to \$22,200, for a total of \$37,560, which has been included in the City’s FY 2025 budget.

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution 2024-63.

RESOLUTION NO. 2024-63

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE CITY OF GREENACRES AND PALM BEACH COUNTY (R2020-1834) FOR ADDITIONAL TELEPHONE LINES AND INCREASED NETWORK BANDWIDTH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres (“the City”) and Palm Beach County (“PBC”) on 12/8/2020 entered into interlocal agreement R2020-1834 for Information Technology Services, under which PBC provides telephone service to the City; and

WHEREAS, the City and PBC desire to amend the agreement to increase the number of telephone lines and upgrade the network bandwidth provided to the City.

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

Section 1. The City Council approves and grants authorization for the execution of the Fourth Amendment to the Agreement for Information Technology Services, attached hereto as Exhibit A.

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

Section 3. In all other respects the provisions of the Agreement shall remain in full force and effect.

Section 4. This resolution shall become effective upon adoption.

RESOLVED AND ADOPTED this 18th day of November 2024.

Chuck Shaw, Mayor

Voted:
John Tharp, Council Member, District I

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, Council Member, District II

Voted:
Judith Dugo, Deputy Mayor

Voted:
Susy Diaz, Council Member, District IV

Voted:
Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: November 18, 2024
FROM: Andrea McCue, City Manager
SUBJECT: Resolution 2024-66 – Retail Strategies, LLC Agreement

BACKGROUND

The City is seeking consulting services for retail analysis and recruitment to support our continued growth. As our community expands, so does the demand for new businesses and the potential for economic development. With consumer demand in our trade area expected to increase, it is essential that we attract more regional and national retailers to keep shopping within the City's boundaries, ensuring our local economy thrives.

ANALYSIS

Preliminary analysis done by the City's Economic Development Department shows that the City has a trade area of 123,829+ consumers with a 2.86% growth rate over the next five years. \$1,089,057,114 is being spent on goods and services outside of the City at 25+ businesses that have located in similar sized communities as Greenacres. Retail Strategies will identify national and regional retailers, develop an extensive asset-based recruitment plan, proactively recruit desirable retail and restaurant concepts to reduce the City's retail leakage, pay a return by adding jobs, increasing property taxes through redevelopment of the City's commercial areas, and addition of new businesses that enhance our community and make the City a shopping destination.

Staff has identified that several agencies across Florida have successfully contracted with Retail Strategies, LLC for the services the City requires. Given the City's specific needs and Retail Strategies' deep knowledge of both our trade area and surrounding communities, it would be in the City's best interest to request a waiver of the competitive selection process and move forward with contracting Retail Strategies. This will enable us to begin developing a targeted retail recruitment strategy for the City.

FINANCIAL INFORMATION

The Agreement is for an initial three-year term, with an annual cost of \$40,000, for a total not to exceed \$120,000 over the three-year period. The cost for the first year is already included in the Economic Development Department's budget.

LEGAL

The agreement is in accordance with the requirements of City policies and procedures.

STAFF RECOMMENDATION

Approval of Resolution No. 2024-66 authorizing execution of a three-year agreement with the option for two (2) additional one-year renewals for consulting services for retail analysis and recruitment to Retail Strategies, LLC.

RESOLUTION NO. 2024-66

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A THREE-YEAR AGREEMENT WITH RETAIL STRATEGIES, LLC, FOR CONSULTING SERVICES RELATED TO RETAIL ANALYSIS AND RECRUITMENT, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE-YEAR RENEWALS; AUTHORIZING THE SAME TO BE EXECUTED AND FOR OTHER PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres (“City”) is seeking to engage consulting services for retail analysis and recruitment to support its continued economic growth and development; and

WHEREAS, as the City continues to grow, the demand for new businesses and retail opportunities also increases, with a focus on attracting regional and national retailers to enhance the City’s economic development; and

WHEREAS, staff has identified Retail Strategies, LLC, as a qualified consulting firm that has successfully worked with other agencies in Florida to provide similar services, and has extensive knowledge of the City’s trade area and surrounding communities; and

WHEREAS, given the City’s specific needs, it is in the best interest of the City to request a waiver of the competitive selection process and contract directly with Retail Strategies, LLC for retail analysis and recruitment services; and

WHEREAS, the agreement will have a three-year term, with an annual cost of \$40,000, for a total of \$120,000 over the three-year period, and the cost for the first year is included in the Economic Development Department’s budget; and

WHEREAS, the City finds approving the Agreement with Retail Strategies serves a valid public purpose.

WHEREAS, City staff recommend that the City Council approve and authorize the execution of the agreement to Retail Strategies, LLC., for consulting services for retail analysis and recruitment.

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

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

SECTION 2. The City Council hereby approves the Agreement with Retail Strategies, which Agreement is attached hereto and incorporated by reference.

SECTION 3. The City Council hereby authorizes the appropriate City officials to execute the Agreement and take any actions necessary to effectuate its terms.

SECTION 4. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED this 18th day of November, 2024

Chuck Shaw, Mayor

Voted:
Judith Dugo, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member *District I*

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

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

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

**Resolution No. 2024-66 | Retail Strategies, LLC., Agreement
Page No. 4**

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: November 18, 2024
FROM: Carlos Cedeño, Director, Public Works Department
SUBJECT: **Resolution 2024-64**
Demolition of Residential Structures on Future EOC Site
Blighted and Distressed Property Clean-Up Grant

BACKGROUND

On August 22, 2024, the Solid Waste Authority (SWA) of Palm Beach County Governing Board announced the allocation of grant funds for the 2025 fiscal year as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for residents of Palm Beach County. On September 23, 2024, the City of Greenacres submitted a grant application for funding for the demolition of the two residential structures, a swimming pool, garage/storage attachments and abandonment of their associated septic systems. The demolition of these structures will provide for safe environmental restoration of the site for future expansion and growth.

ANALYSIS

On October 23, 2024, the Solid Waste Authority Board approved the grant application in the amount of \$89,800. To proceed with the project, the attached Interlocal Grant Agreement between Solid Waste Authority of Palm Beach County (SWA) and the City of Greenacres requires approval by the City Council. The Agreement will become effective upon approval by SWA.

FINANCIAL INFORMATION

The Interlocal Agreement provides \$89,900 of the estimated construction cost of the project. Any remaining portion of funds needed to complete the project has been budgeted in the FY 2025 Budget under Capital Improvement Project #306-238, *Emergency Operations Center*.

LEGAL

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

STAFF RECOMMENDATION

Approval of the SWA Interlocal Agreement through the adoption of Resolution 2024-64.

RESOLUTION NO. 2024-64

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND THE SOLID WASTE AUTHORITY AUTHORIZING THE EXECUTION OF THE BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP GRANT INTERLOCAL AGREEMENT FOR THE DEMOLITION OF TWO (2) RESIDENTIAL STRUCTURES, A SWIMMING POOL, GARAGE/STORAGE ATTACHMENTS AND ABANDONMENT OF THEIR ASSOCIATED SEPTIC SYSTEMS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres submitted the application to the Solid Waste Authority of Palm Beach County's Blighted and Distressed Property Clean-Up and Beautification Grant for landscape enhancements of the Municipal Complex; and

WHEREAS, on October 23, 2024 the Solid Waste Authority's Governing Board approved the City's grant application for funding of the \$89,800 proposed cost of the project; and

WHEREAS, The City desires to demolish two (2) residential structures, a swimming pool, garage/storage attachments and abandon the associated septic systems on the City owned properties adjacent to the Public Works Facility for the future construction of the City's Emergency Operations Center; and

WHEREAS, the City shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of the Interlocal Grant Agreement.

WHEREAS, funding for this project will supplement Capital Improvement Project #306-238 which has been approved in the City's FY 2025 Budget and will result in greatly needed improvements to Greenacres; and

WHEREAS, the agreement shall commence upon full execution by both parties and the City shall complete the project on or before December 31, 2025; and

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 execution of the Blighted and Distressed Property Clean-Up Grant Interlocal Agreement for the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County 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. This resolution shall be effective November 18, 2024.

RESOLVED AND ADOPTED this 18th day of November 2024

Chuck Shaw, 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

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**CITY OF GREENACRES
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

(Blighted and Distressed Property Clean-Up Grant)

THIS INTERLOCAL GRANT AGREEMENT (“the Grant Agreement”) is made and entered into this ___ day of _____, 2024, by and between the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the “Authority”) and The City of Greenacres, a Florida Municipal corporation hereinafter (the "Applicant"), by and through its duly authorized Board.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes 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 thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority’s Governing Board has appropriated in the Authority’s adopted 2023/2024 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant Agreement is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls the properties that are the subject of this Interlocal Grant Agreement which is located within the City of Greenacres boundaries of the Applicant and identified by Parcel Control Nos. 18-42-44-26-00-000-7100 and 18-42-44-26-00-000-7040, and referred to hereinafter as (the “Property”); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment

of the surrounding community; and

WHEREAS, the Applicant wishes to demolish two (2) residential structures, a swimming pool, garage/storage attachments and abandonment of their associated septic systems. (the “Project”); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

1. Incorporation of Facts

The facts and background set forth above in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Grant.

2. Purpose

The purpose of this Grant Agreement is to set forth the respective duties, rights and obligations of the parties relating to the Authority’s provision of this Grant and the Applicant’s performance of the Project.

3. Contract Representatives and Monitors

The Authority’s Contract Representative and Monitor during the execution of the Project shall be Paul Gonsalves, Director of Customer Information Services, or his designee, whose telephone number is (561) 697-2700. The Applicant’s Contract Representative and Monitor shall be Carlos Ceden, Public Works Director whose telephone number is (561) 642-2071 or (561) 642-2074.

4. The Project

A. Demolition of two (2) residential structures, a swimming pool, garage/storage attachments and abandonment of their associated septic systems.

5. Effective Date and Term

This Grant Agreement shall take effect upon execution by the parties and shall remain in full force and effect until December 31st, 2025.

6. Conduct of the Project

A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the Property consistent with the intent of this Grant Agreement for its full term.

- B. The Applicant agrees to comply with all applicable local, state and Federal laws, rules and regulations.
- C. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- D. Applicant agrees that it shall endeavor to complete the Project prior to the expiration of this Grant Agreement. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.
- E. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within ten (10) business days of receipt. If the Authority does not respond within the ten (10) day period, then the Applicant may proceed as if the Authority had no comments or objections.

7. **Funding**

The Authority shall disburse Grant funds in the amount of \$ 89,800 as follows:

- A. Upon execution of this Grant Agreement, the Authority shall disburse a check equal to 50% of the total Grant award.
- B. Upon Project completion and subsequent verification by the Authority, the Applicant shall submit to the Authority a detailed cost statement or invoice that accurately reflects the actual expenses incurred for the demolition portion of the project. Any unused funds will be subtracted from the final 50% disbursement, less any deductions for unused funds authorized herein. This final disbursement shall be made within 20 calendar days following the Applicant's written request.

The Authority retains the right to allocate any unused funds from the demolition project at its sole and unfettered discretion in a manner it deems appropriate. Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding beyond the dollar amount set forth in this Grant Agreement.

8. **Ownership and Maintenance of the Project**

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and

warrants that it has full legal authority to enter into this Grant Agreement. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant Agreement.

- A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant Agreement.
- B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the Property consistent with the intent of this Grant Agreement and the Applicant will faithfully execute that plan.
- C. The rights and duties arising under this Grant Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant Agreement shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant Agreement for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant Agreement for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant Agreement for the duration of this Grant Agreement. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant Agreement.

11. Insurance

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., Applicant acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida’s sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.

- B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.
- C. When requested, Applicant shall provide to the Authority an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.
- D. Compliance with the foregoing requirements shall not relieve Applicant of its liability and other obligations under this Grant Agreement.
- E. The Applicant shall require that all contractors that Applicant hires to perform the construction, use, or maintenance of the Project and the Property provide, at a minimum, the above-stated insurance requirements as to type of coverage and dollar amount, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property. This requirement may be expressly waived in writing by the Authority's Contract Representative and Monitor with the approval of Authority's Department of Risk Management.

12. Public Entity Crimes

Applicant shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third-Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant Agreement confers no rights on anyone other than the Authority and the Applicant and is not otherwise intended to be a third-party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant Agreement or by law upon the Authority.

14. Termination

- A. In the event the Applicant fails to comply with any provision of this Grant Agreement, the Authority may exercise any and all rights available to it, including termination of

this Grant Agreement. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant Agreement. If the Authority terminates this Grant Agreement for the Applicant's failure to cure under this provision, the Authority may require the Applicant to repay to the Authority the Grant funds that were provided by the Authority for the Project.

- B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant Agreement for convenience, the Applicant will be relieved of any obligation to repay the funds received from the Authority pursuant to paragraph 7 above. The Applicant affirms that the benefits promised to it under this Grant Agreement are adequate consideration to support not only its duties and obligations under this Grant Agreement, but also support the Authority's right to terminate this Grant Agreement for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant Agreement for convenience.
- C. Upon termination of this Grant Agreement as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this Grant Agreement are expressly limited to those contained in this Grant Agreement. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and

detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. Sovereign Immunity

Authority and Applicant acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. Authority and Applicant agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

- A. This Grant Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State Court of competent jurisdiction located in Palm Beach County, Florida.
- B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant Agreement as set forth herein are limited solely to those in this Grant Agreement.
- C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant Agreement. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant Agreement, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant Agreement.
- D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. However, in no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant Agreement.

19. Enforcement Costs

To the extent that enforcement of the Grant Agreement becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Grant Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

Paul Gonsalves, Director
Customer Information Services
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

and, if sent to the Applicant shall be mailed to:

Carlos Cedeno
City of Greenacres
5750 Melaleuca Lane
Greenacres, FL 33463

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant Agreement, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

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

24. Severability

Should 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 Grant Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant Agreement sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant Agreement. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

Provisions of this Grant Agreement which are of a continuing nature or impose obligations which extends beyond the term of this Grant Agreement shall survive its expiration or earlier termination.

27. Filing

A copy of this Agreement shall be filed with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

28. Commercial Nondiscrimination Policy

As a condition of entering into this Grant Agreement, the Applicant represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual that is incorporated herein by specific reference. As part of such compliance, the Applicant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of contractors, subcontractors, vendors, suppliers, or commercial customers, nor shall the Applicant retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for contractors, subcontractors, vendors and suppliers to participate in all of its public sector and private sector contracting, subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace in Palm Beach County. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of this Grant Agreement and

may result in termination of this Grant Agreement, disqualification or debarment of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and the City of Greenacres have hereunto set their hands the day and year above written.

ATTEST:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____
Sandra Vassalotti, Clerk to the Board

By: _____
Daniel Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Michael W. Jones
General Counsel

By: _____
Paul Gonsalves
Director, Customer Information Services

WITNESSES:

CITY OF GREENACRES

Witness Signature

By: _____
Signature

Print Witness Name

Print Name

Witness Signature

Title

(SEAL)

Print Witness Name

Approved by the Solid Waste Authority Board on October 23rd, 2024, Item 9.D.1. Approved by the City of Greenacres on _____, 2024 Item _____



ITEM SUMMARY

MEETING DATE: November 18, 2024
FROM: Andrea McCue, City Manager
SUBJECT: Public Safety Officers/Firefighters Retirement – Board of Trustees (BOT) – Ratification of Josh Leheny

BACKGROUND

The City's BOT; established in 1996, oversees the Retirement Plan and Trust for the City's Firefighters/Paramedics (Firefighters) and former Public Safety Officers (Officers). The BOT is comprised of five (5) members: two (2) members are appointed by the City Council, one (1) member is elected from the current Firefighters, one (1) member is elected from the current Officers in the plan, and the last member is elected by a majority of the BOT.

ANALYSIS

Mr. Josh Leheny's term will expire on December 3, 2024. Mr. Leheny has expressed his interest in serving another four (4) year term on the BOT. Mr. Leheny was unopposed.

FINANCIAL INFORMATION

N/A

LEGAL

N/A

STAFF RECOMMENDATION

Staff recommends reappointing Mr. Josh Leheny.



ITEM SUMMARY

MEETING DATE: November 18, 2024
FROM: Andrea McCue, City Manager
SUBJECT: Education Advisory Committee

BACKGROUND

The City's Education Advisory Committee was established through Resolution 2023-31. The Education Advisory Committee promotes and provides public awareness for education accomplishments of students, educators, and all schools located within the City. The Education Advisory Committee has nine (9) regular members appointed and approved by the City Council. The membership is comprised of one (1) councilmember to serve as liaison, one (1) student from John I. Leonard to serve as liaison, one (1) middle school student from the City's Youth Program to serve as liaison and the City's Community Services Coordinator will serve as the Committee Coordinator. Five (5) regular members will serve a three (3) year term and four (4) regular members will serve two (2) year terms.

ANALYSIS

There is currently one (1) application. Bree Lukosavich is a certified music therapist and has experience with school-based programs, early education programs and after school programs. Ms. Lukosavich has showed interest in serving on the committee and is a City Resident.

FINANCIAL INFORMATION

N/A

LEGAL

The appointment procedure is in compliance with City Codes.

STAFF RECOMMENDATION

Staff recommends appointing Bree Lukosavich to serve a two (2) year term as a member of the Education Advisory Committee.



CITY OF GREENACRES

BOARDS & COMMITTEES

Greenacres has several volunteer boards that provide an invaluable service to the operations of the City. Residents interested in serving their community through volunteer service are encouraged to complete a City Board Application.

Building Board of Adjustments & Appeals: A seven (7) member quasi-judicial board with two (2) alternates; hears appeals concerning the Chief Building Official’s interpretations of technical building codes of the City; meets on an “as needed” basis.

Charter Review Committee: A nine (9) member board made of six (6) Council appointed members, one (1) local 2928 IAFF representative, and one (1) local business owner. The Committee meets on an "as needed" basis to review the City Charter and propose amendments for Council's approval.

Planning and Zoning Board of Appeals/Local Planning Agency: A five (5) member Advisory Board with two (2) alternates to hear, consider, and make recommendations relating to applications for annexations, zoning, site and development plans and special exceptions; meets monthly. Must be a Greenacres resident, except to obtain members with technical and professional expertise from Palm Beach County.

Retirement Plan Board of Trustees for Public Safety Officers/Firefighters: A five (5) member Board of Trustees: two (2) members appointed by City Council; two (2) members elected by the employees of Fire Rescue and former Public Safety Officers; and one (1) member selected by the four (4) members of the Board of Trustees. The Board oversees the Retirement Plan for the City's former officers and firefighters; meets on a quarterly basis.

Education Advisory Committee: A nine (9) member committee; initially five (5) members appointed for a 3-year period; four (4) members appointed for a 2 year period; one (1) Councilmember shall serve as liaison but shall have no voting power. The Committee serves to promote and provide public awareness for programs, opportunities, and initiatives of public, private and charter schools, to also recognize and promote the accomplishments of students, educators, and all schools located within the City; and to monitor school activities and report on those impacting the City as needed.

Mayor Flores and the City Council encourage residents to participate in their local government process. For additional information regarding City boards please contact the City Clerk at (561) 642-2006.

A great place to live, learn, work & play!



CITY OF GREENACRES BOARD AND COMMITTEE SERVICE APPLICATION

NAME: Bree Lukosavich PHONE: (315) 945-7018

ADDRESS: 5518 Albin Dr

CITY, STATE & ZIP: Greenacres, FL 33463

EMAIL ADDRESS: Bree@catpb.com

EMPLOYER NAME: Creative Arts Therapies of the P OCCUPATION: Music Therapist, Executive Direc

Please provide a description of your education and experience as it relates to the board(s) on which you wish to serve and describe your interest for serving. (You may attach a copy of your resume.)

My Bachelors degree is Music Therapy and I am also a Board Certified Music Therapist. For 16 years I have worked in medical, educational and community based settings as a clinician throughout Palm Beach County. For 12 years I have been a business owner and have developed and staffed creative arts therapies programs. Among these include school based programs, early education programs, after school programs and services in PPEC for children with medical complexities who are unable to go to a traditional school. I have also developed trauma informed programs for school aged children who are survivors of violent traumas. I am interested in this committee because I want to be a part of a proactive solution for our children, rather than a reactive one.

Do you currently hold any City office? Yes No No

Do you own a business within the City? Yes No If yes, which one? _____

On which Board or Committee are you interested in serving?

- Board of Trustees – PSO & Firefighters Retirement
- Charter Review Committee
- Education Advisory Committee
- Building Board of Adjustments & Appeals
- Planning and Zoning Board of Appeals/Local Planning Agency

Applicant Signature: *Bree Lukosavich* Date: 11/4/24

Nominated By: Susy Diaz



ITEM SUMMARY

MEETING DATE: November 18, 2024

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

SUBJECT: **Ordinance 2024-19 – ZTA-24-07 – First Reading**
Chapter 16 Parking, Loading, Outdoor Lighting, and Fences; Chapter 14 Parking of Motor Vehicles, Boats, and Trailers.

BACKGROUND

The proposed City-initiated Text Amendments (ZTA) will modify Chapter 16 off-street parking, loading, fences, and reorganize outdoor lighting regulations into a dedicated section with enhancements to improve safety and efficiency. Additionally, Chapter 14 proposed changes to include revised definitions and updated regulations for the parking of motor vehicles, boats, and trailers.

ANALYSIS

The proposed Chapter 14 revisions generally address parking regulations and definitions for clarity and comprehensive coverage of commercial vehicles and refined the size and weight of motor vehicles permitted to park on private residential properties, aligning them with what is deemed appropriate for residential areas.

The proposed Chapter 16 revisions generally are to improve the clarity, safety, and efficiency for off-street parking, loading, outdoor lighting, and fencing to enhance circulation, pedestrian safety, and landscape integration within parking areas. Additionally, the amendment creates a dedicated outdoor lighting section with refined guidelines on safety, efficiency, and aesthetics, including photometric plan standards, Dark Sky compliance, and design criteria that enhance the visual appeal and functionality of public spaces. Furthermore, the proposed amendments to the fencing regulations would allow a uniform front-yard fence height of 4 feet for any permitted fencing type (currently limits fencing to 3 feet in height unless it is chain-link), aligning with neighboring standards and require vinyl coating across all chain-link fences to enhance visual coherence and durability.

The staff report provides a more detailed overview of all proposed amendments. The proposed amendments align City standards with best planning practices, balancing safety, accessibility, environmental sustainability, and community aesthetics. The proposed amendments advance the City's Comprehensive Plan goals for well-managed growth, sustainable land use, and a safe, attractive urban environment, supporting current and future development. The Planning and Zoning Board of Appeals reviewed this text amendment on October 17, 2024, and recommended approval by a vote of 5-0.

FINANCIAL INFORMATION

N/A.

LEGAL

Ordinance 2024-19 was prepared in accordance with all applicable state statutes and City Code Requirements. The document has been reviewed for legal sufficiency.

STAFF RECOMMENDATION

Approval of ZTA-24-07 through Ordinance 2024-19 as the proposed amendments will improve clarity, safety, circulation, and align with best practices.

ORDINANCE NO. 2024-19

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA AMENDING THE CODE OF ORDINANCES AT ARTICLE II “STOPPING, STANDING, AND PARKING” OF CHAPTER 14 “TRAFFIC AND VEHICLES,” AND AT ARTICLES IV “SUPPLEMENTARY DISTRICT REGULATIONS” AND VIII “OFF-STREET PARKING AND LOADING” OF CHAPTER 16 “ZONING REGULATIONS”; RELOCATING AND UPDATING OUTDOOR LIGHTING REGULATIONS; UPDATING FENCE REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Department of Development & Neighborhood Services has submitted a request for a Code Text Amendment to amend Chapter 16, Article VIII, Off-Street Parking and Loading Regulations; to relocate and amend the outdoor lighting regulations into a new Chapter 16, Article IV, Division 12, Section 16-767, Outdoor Lighting; to amend fence regulations within Chapter 16, Article IV, Division 2, Section 16-630, Fences; and to amend regulations and definitions within Chapter 14, Article II, Stopping, Standing, Parking; and

WHEREAS, it has been determined, in accordance with the Development & Neighborhood Services Staff Report and Recommendation, “Exhibit A” (attached), that the proposed amendments to the City’s Code of Ordinances are appropriate; and

WHEREAS, the Development Review Committee provided its recommendation regarding the proposed amendment to the Code of Ordinances; and

WHEREAS, the Planning and Zoning Board of Appeals, after notice and public hearing, has considered the proposed amendment to the Code of Ordinances, more specifically described herein, and submitted its recommendation to the City Council; and

WHEREAS, the City Council, after notice and public hearing, has considered the proposed amendment to the Code of Ordinances, the recommendations of the P Planning and Zoning Board of Appeals, and all public comments; and

WHEREAS, the City Council finds that the proposed amendment to the Code of Ordinances is consistent with the City of Greenacres Comprehensive Plan; and

WHEREAS, the City Council desires to amend the Code of Ordinances in order to incorporate the above-described amendment; and

WHEREAS, the City Council deems approval of this Ordinance to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Greenacres and the public at large.

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

Section 1. Chapter 14, Article II is hereby amended as follows:

Sec. 14-25. Definitions.

The following terms, words and phrases when used in this article shall have the meanings ascribed to them in this section or as defined elsewhere in this code, except where the context clearly indicates a different meaning. Any terms, words, or phrases not herein defined shall have the meanings ascribed to them in F.S. Chapters 316 and 320 as the same may be amended from time to time.

Boat shall mean any and every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water and is synonymous with vessel.

Commercial lettering shall mean letters, numbers, symbols or combinations thereof which advertise a trade; business; industry or other activity for profit; a product; commodity; or service. The term shall not include bumper stickers affixed to bumpers only; the decal or plate commonly applied to a motor vehicle by a motor vehicle dealer; or lettering for any government service.

Commercial vehicle shall mean any bus, step van, trailer, utility trailer, truck tractor, tow truck, agricultural, construction, or industrial equipment or motor vehicle designed, intended or used for transportation of people, goods or things for profit, or any vehicle displaying upon which commercial lettering, as defined herein, has been affixed. The term shall also include, but shall not necessarily be limited to any motor vehicle with tools, building materials or merchandise visible from the street or from abutting residential property. The following factors will be considered when determining commercial status: (1) Outside lettering designating a business of any kind; (2) use of vehicle; and (3) size of vehicle.

Construction and industrial equipment shall mean bulldozers, drag lines, cranes, forklifts, earth moving equipment, mixers, drilling equipment, bucket trucks, farm tractors and implements normally used in farming, excavation and/or construction activities.

Gross vehicle weight rating (GVWR) shall mean the maximum operating weight of a vehicle as specified by the manufacturer including the vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers and cargo but excluding that of any trailers.

Impervious surface means a surface such as concrete, asphalt, paver block or other surface which completely repels water, including "ribbons" which provide an impervious surface upon which tires are fully supported. This definition does not include loose materials such as mulch, river rock, shell rock or lime rock alone.

Motor vehicle shall mean any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assistive mobility device, or moped.

Owner shall mean a person who holds the legal title of a vehicle, or in the event a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or in the event a mortgagor of a vehicle is entitled to possession, then such conditional vendee, or lessee, or mortgagor shall be deemed the owner, for the purposes of this chapter.

Recreational vehicle shall mean any travel trailer, camping trailer, truck camper, motor home, private motor coach, van conversion, swamp/dune buggy, sport-type recreational vehicles and trailers, race cars, off-road motorcycles and motor vehicles which are used for recreational purposes only.

Swale means that portion of the public right-of-way from the edge of the improved roadway to the edge of the sidewalk, inclusive, or in the alternative, from the edge of the improved roadway to the edge of the right-of-way (if no sidewalk).

Trailer shall mean any vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle.

Truck shall mean any motor vehicle designed, used, or maintained primarily for the transportation of property.

Sec. 14-26. Designation of restricted, limited areas.

- (a) The city manager shall designate, upon the advice of the city traffic engineer or engineering consultant, places where the parking, standing or stopping of a motor vehicle shall be restricted or limited and signs giving notice of such restrictions or limitations shall be appropriately erected.
- (b) Fine for violations of this section. A violator of this section shall pay a penalty in accordance with Chapter 2 Section 2-65 of the Greenacres Code of Ordinances. The PBSO may also authorize the towing of a vehicle in violation of this section. When any vehicle found in violation of this chapter has been towed away on the order of a sheriff's deputy, it shall be the duty of the owner thereof to pay the towing charges necessary and reasonably incurred, including towing and wrecker charges and storage.

Sec. 14-27. Reserved.**Sec. 14-28. Parking of motor vehicles, boats and trailers.****(a) *Parking on rights-of-way.***

- (1) The parking, standing or stopping of a boat; bus; truck with a gross vehicle weight rating in excess of ten thousand (10,000) pounds, or rated over one (1) ton, or height in excess of seven (7) feet including any load, bed or box, or length in excess of twenty-two (22) feet; truck tractor; trailer; semi-trailer; pole trailer; step-van; commercial vehicle; recreational vehicle; or construction and industrial equipment as previously defined, for a period exceeding one (1) hour in any twenty-four-hour period is prohibited on all public streets, alleys or rights-of-way therewith within the city.
- (2) The prohibitions in section 14-28 (a) shall not apply to motor vehicles which are temporarily parked for the purpose of loading and unloading materials or equipment or making service calls, however, the duration of such temporary parking shall not exceed four (4) hours in any twenty-four-hour period.
- (3) The prohibitions in section 14-28 (a) shall not apply to motor vehicles which have become disabled; however, the duration of such temporary parking shall not exceed four (4) hours after which the vehicle must be removed by wrecker towing if necessary, regardless of the nature of the emergency.
- (4) The parking of non-prohibited vehicles shall be done in a safe manner so as not to cause hazards such as encroachment on sidewalks, obstruction of visibility to motorists utilizing the roadway, or in general affecting the ability of motorists to safely use the roadway. The parking of non-prohibited vehicles shall not obstruct driveways or impede the ability of the abutting property owner to maintain the right-of-way strip.
- (5) No person shall park a vehicle upon any right-of-way for the purpose of advertising any place of business or service, displaying the vehicle for sale, repairing the vehicle except repairs necessary for meeting an emergency, or selling merchandise from the vehicle, except when authorized or licensed under the Code or other ordinances of the city.
- (6) Parking on swales, consent of owner required; emergencies exempted. It shall be unlawful to stop, park or drive a motor vehicle upon the unpaved portion of the street right-of-way within the city without the express consent of the owner of the property abutting said right-of-way. The driver of any motor vehicle who stops, parks or drives upon the unpaved portion of the street right-of-way because of an actual emergency which requires such action shall be exempt from the provisions of this section
- (7) Fine for violations of this section. A violator of this section shall pay a penalty in accordance with Chapter 2 Section 2-65 of the Greenacres Code of Ordinances. The PBSO may also authorize the towing of a vehicle in violation of this section. When any vehicle found in violation of this chapter has been towed away on the order of a sheriff's deputy, it shall be the duty of the owner thereof to pay the towing charges necessary and reasonably incurred, including towing and wrecker charges and storage.

(b) *Parking on private property.*

- (1) The parking of motor vehicles is allowed on private property within residential districts and on residential properties within mixed development and commercial districts subject to the following restrictions:
 - a. The plot of land must be improved with a residence.
 - b. The vehicle is parked in a safe manner so as not to cause hazards such as encroachment on sidewalks, or roadways, or obstructing visibility of motorists.
 - c. The motor vehicle cannot be inoperative, wrecked, junked, partially dismantled, or abandoned, and is licensed and registered as required by state law, and is used by the resident of the premises or a guest thereof.

- d. The motor vehicle, or any portion thereof, cannot have a gross vehicle weight rating in excess of ten thousand (10,000) pounds, or rated over one (1) ton, or height in excess of nine (9) feet including any load, bed or box, or length in excess of twenty-two (22) ~~eleven thousand (11,000) pounds, or a rating of over one (1) ton, or a height in excess of ten (10) feet including any load, bed or box, or a length in excess of twenty-six (26) feet, including any load, bed, or box.~~
 - e. The vehicle cannot be; a bus, a trailer except as allowed by section 14-28 (c), a semi-trailer, a pole trailer, a tow truck, or construction and industrial equipment.
 - f. The motor vehicle must be parked in a garage/carport or on a driveway that has been designed and permitted for that purpose except for those properties that do not have an impervious driveway and were originally constructed without such driveway.
- (2) The prohibitions in section 14-28 (b) shall not apply to motor vehicles which are temporarily parked for the purpose of loading and unloading materials or equipment or making service calls, however, the duration of such temporary parking shall not exceed eight (8) hours in any twenty-four-hour period.
 - (3) The prohibitions in section 14-28 (b) shall not apply to motor vehicles which have become disabled, however, the duration of such temporary parking shall not exceed eight (8) hours after which the vehicle must be removed by wrecker towing if necessary, regardless of the nature of the emergency.
 - (4) The prohibitions of section 14-28 (b) shall not apply to the temporary parking of construction vehicles where construction is underway for which a current and valid building permit has been issued by the city and the building permit is displayed on the premises.
 - (5) Performing mechanical or other repair work on a motor vehicle parked on private property within the residential, mixed development residential, or mixed development commercial zoning districts is prohibited unless done in a garage. This prohibition does not extend to minor maintenance such as oil and tire changes or emergency repairs lasting no more than twenty-four (24) hours on a vehicle owned by a resident of the property where the repairs are made.
- (c) *Parking and storage of boats, trailers and recreational vehicles.*
- (1) Boats, trailers and recreational vehicles may be parked on private property in residentially zoned districts within the city subject to the following restrictions:
 - a. The plot of land must be improved with a residence;
 - b. The boat, trailer or recreational vehicle must be licensed and registered as required by state law;
 - c. The boat, trailer or recreational vehicle must not be inoperative, wrecked, junked, partially dismantled or abandoned;
 - d. The boat, trailer or recreational vehicle must be owned or used by a resident of the premises;
 - e. The boat, trailer or recreational vehicle must not be used for living, sleeping or housekeeping purposes;
 - f. Notwithstanding subsection i. below, the boat, trailer or recreational vehicle must be parked in the rear yard or side yard not projecting beyond the front roof line, must have a height at or below eleven (11) feet, must be setback a minimum of four (4) feet from the building wall of any abutting property, and must be effectively screened from view of surrounding properties and streets with an opaque wall, fence or dense hedge a minimum of six (6) feet in height;
 - g. The total of all boats, trailers and recreational vehicles, excluding those stored in a closed garage, shall be limited to two (2);
 - h. The parking, storing or keeping of boats, trailers and recreational vehicles shall not cause other vehicles to be parked on sidewalks or in rights-of-way so as to create a hazard and shall not reduce the required number of parking spaces for any dwelling by more than one (1) space; and
 - i. One (1) boat, ~~or trailer~~ or recreational vehicle but not more than one (1) in total may be parked in a required front yard area between the structure and the street line, property line or right-of-way line,

however, it may not be greater than ten (10) feet in height or twenty-six (26) feet in length including motors and trailer tongues;

- j. All boats, ~~trailers~~, and recreational vehicles must be parked on an impervious surface if parked in the front yard.
- (2) Fine for violations of this section. A person violating the provisions of section 14-28 (b) and 14-28 (c) shall be subject to the provisions set forth in chapter 2, ~~article III, division 2~~ of this Code.

Sec. 14-29. Reserved.

Section 2. Chapter 16, Article IV, Division 2, Section 16-630(h) is hereby amended as follows:

- (h) *Fences and walls.* The provisions contained herein shall apply to all walls, fences, and hedges on property within the city:
- (1) *Permit required.* Any person proposing to erect, install, relocate, reconstruct or alter a wall or fence within the city shall make application to the building development and neighborhood services department for a permit. The application shall contain a plan showing the location and type of construction proposed for such wall or fence.
 - (2) *Location restricted.* All walls and fences are to be erected inside the property lines.
 - (3) *Materials generally.* All fences and walls shall be adequately secured and designed to withstand stresses to which they may reasonably be subjected and shall be constructed of materials as reasonably determined by the building development and neighborhood services department. Both sides of any wall shall be properly finished with paint, stucco, or other commonly accepted materials. Slats or added materials used in fences shall match the color of the fence.
 - (4) *Prohibited materials.* No wall or fence shall be constructed of any of the following:
 - a. Electrically charged materials.
 - b. Barbed wire for residential uses in residential zoning districts. Barbed wire shall be permitted for nonresidential uses located in a residential district and in all commercial districts, provided the barbed wire is installed on a masonry wall that is a minimum of six (6) feet in height. The barbed wire shall consist of three (3) strands at a forty-five (45) degree angle pointed towards the property and shall be a maximum two (2) feet in height.
 - c. Except for the barbed wire provisions noted in subsection (b) above, walls, fences or similar structures shall not contain any substance such as broken glass, spikes, nails, or similar materials which may inflict pain or injury to any person or animal.
 - (5) *Maintenance.* All walls and fences shall be maintained by the owner or owners thereof, and all supports and bracing shall be placed toward the interior of the property on all portions in which the wall or fence faces road right-of-way.
 - (6) *Residential zoning districts.* Fences, walls and hedges shall be limited in height as follows:
 - a. *Yard, front:* fences located in the yard, front shall not exceed ~~three (3) feet in height, except that chain link fences may be used not exceeding four (4) feet in height, so long as the same are not covered with vines or plants so as to obstruct vision.~~ Fences taller than four (4) feet in height shall meet the established build to line of the existing residential structure. Fences on vacant lots shall be permitted to meet the required front setback of the existing zoning district, but are required to be moved to meet the build to line upon development of the property.
 - b. *Yard, side and rear:* not to exceed six (6) feet in height. Within a visibility triangle as defined in Section 16-948, no in no case shall a fence, wall or hedge exceed three (3) feet in height when it is located within a visibility triangle as defined in section 16-967 of this Code, except that chain link fences may

- ~~be used not exceeding four (4) feet in height so long as fence, wall, or hedge shall exceed three (3) feet in height, except chain link fences which are permitted up to a maximum height of four (4) feet, provided they are not covered with vines or plants, or any opaque material so as to obstruct vision.~~
- c. *Corner lots and rear of lots on street:* all fences and walls shall be located a minimum of one and one-half (1.5) feet inside the property lines for parcels abutting the right-of-way on the side, corner. For parcels abutting the right-of-way on the side or rear, within a visibility triangle as defined in Section 16-948, no in no case shall a fence, wall or hedge exceed three (3) feet in height when it is located within a visibility triangle as defined in section 16-967 of this Code, except that chain link fences may be used not exceeding four (4) feet in height so long as fence, wall, or hedge shall exceed three (3) feet in height, except chain link fences which are permitted up to a maximum height of four (4) feet, provided they are not covered with vines or plants, or any opaque material so as to obstruct vision. Fences located outside of the ~~safe sight~~ visibility triangle can be erected at the permitted maximum height for the yard area.
- d. *Fences for recreational and athletic facilities (excluding swimming pools) in all yards:* not to exceed eight (8) feet in height. However, chain link fences, without slats, may be constructed up to a maximum of ten (10) feet in height ~~and shall be black or green vinyl coated.~~ Within a visibility triangle as defined in Section 16-948, no in no case shall a fence, wall or hedge exceed three (3) feet in height when it is located within a visibility triangle as defined in section 16-967 of this Code, except that chain link fences may be used not exceeding four (4) feet in height so long as fence, wall, or hedge shall exceed three (3) feet in height, except chain link fences which are permitted up to a maximum height of four (4) feet, provided they are not covered with vines, plants, or any opaque material so as to obstruct vision. This subsection applies to residential and non-residential uses in residential zoning districts.
- e. Non-residential uses in residential zoning districts. Side and rear setback areas and in rear setback areas of lots facing streets in both front and rear, chain link security fencing, without slats, may be constructed to a maximum of eight (8) feet in height ~~and shall be black or green vinyl coated.~~
- (7) *Nonresidential zoning districts.* Fences and walls in nonresidential zoning districts may be erected or maintained to a height not exceeding eight (8) feet.
- a. Fences or walls shall not be erected forward of the required front build to line.
- b. Athletic facilities. Fences for tennis, racquetball, baseball, and softball facilities shall not exceed a height of fifteen (15) feet. Fences for all other athletic facilities shall not exceed a height of ten (10) feet. Backstops are exempt from fence height requirements.
- (8) *Zero lot line development.* Fences located within zero lot line developments shall adhere to the following additional requirements:
- a. A four-foot wide gate must be provided if the roof drainage and wall maintenance easement is crossed by the fence. The gate must be located in this easement or as otherwise provided by the home owners association documents.
- b. In general, fencing shall not be located parallel to, and more than six (6) inches inside of, the roof drainage and wall maintenance easement since this would obstruct firefighting operations. The fence may, however, be located directly along the property line. In the rear yard, the fence shall be located either at least five (5) feet from the neighbor's zero lot line or not more than six (6) inches from the neighbor's zero lot line.
- c. In any case, where parallel to the neighbor's house wall along the neighbor's zero lot line, the fence shall be either omitted or located at least ten (10) feet from the neighbor's house wall to allow the neighbor to maintain the house and also so as to not obstruct firefighting operations.

- (9) *Chain link fences.* Chain-link fences shall be vinyl coated, utilizing black or dark green colors, ~~excluding single family and duplex dwelling units.~~
- (10) *Measurement of height.* The height of fences and walls, including landscape berms and other means of increasing elevation, shall be measured from the average elevation of the property line where the improvements are to be installed.
- (11) *Fence height exemptions.* Fences located within the city's athletic facilities are exempt from the fence height limitations of this section. Fences for schools, public and private, are also exempt from the height limitations of this section, but shall be no taller than eight (8) feet in height along each perimeter, unless exempted by state law.
- (12) *Screening and security for certain occupancies.* Uses creating negative off-site visual impacts as determined by the city council shall be surrounded by a decorated solid block wall a minimum six (6) feet in height to completely block a view thereof from outside such wall. All security fences shall be of chain link construction with a minimum height of six (6) feet and a maximum height of eight (8) feet.
- (13) *Protection of drainage easements.* Construction of any type, or the planting of trees or shrubs, on drainage easements is prohibited.
- (14) *Fences along public rights-of-way.*
- For all fences, walls and hedges, a ~~safe sight~~ visibility triangle shall be provided at all intersections of driveways and public or private roads. Fences, walls and hedges installed pursuant to this section shall be subject to the ~~site~~ visibility triangle requirements. The planning and engineering department shall establish minimum standards for ~~safe sight~~ visibility triangles.
 - Additional materials shall not be permitted to be attached or placed on the top of any fence or wall to extend the height taller than six (6) feet.
 - Fences along rights-of-way shall not be in condition of ill-repair or lack of maintenance, such condition is deemed to be unsafe and creates a safety hazard.

Section 3. Chapter 16, Article IV is hereby amended by revising Division 11 and adding a new Division 12, Section 16-767 (Section 16-767, previously reserved, is being repurposed to establish the new outdoor lighting regulations), as follows:

DIVISION 11. SALE OR DISPENSING OF CONTROLLED SUBSTANCE

{Sec. 16-763 through 16-765 have been omitted for brevity.}

Secs. 16-766, ~~16-767.~~ Reserved.

DIVISION 12. – OUTDOOR LIGHTING

Sec. 16-767. Outdoor lighting.

(a) *Purpose and Intent.*

The purpose of this section is to regulate outdoor lighting to ensure the safety of pedestrians, motorists, and cyclists while minimizing adverse impacts on adjacent properties. This section is designed to preserve, protect, and enhance the nighttime use and enjoyment of all properties through appropriate lighting practices and systems. These lighting requirements shall be applicable to all installations of site and building lighting, including those installed by local government entities or utility service providers in areas outside of public rights-of-way. More specifically, this section is intended to:

- (1) Ensure that all site lighting is designed and installed to maintain safe and adequate lighting levels on site while limiting negative lighting impacts on adjacent lands;
- (2) Prevent excessive light spillage and glare directed at adjacent properties and motorists; and

(3) Implement energy-efficient lighting practices that conserve energy and resources while maintaining safety, security, and productivity.

(b) Photometric Plan Requirements.

- (1) All site and development plan and building permit applications that include the use of external luminaries, or luminaries visible from the exterior of a structure shall include a photometric plan with the footcandle output of all proposed and existing luminaries on-site. On-site lighting to be included in the calculations shall include, but is not limited to, lighting for the parking lot, canopies, recessed lighting along the building and/or overhang. Each plan shall include any calculations or modifications required to comply with federal, state, and local laws and/or regulations that may apply. The photometric plans shall be consistent with the requirements for site and development plans and include the following:
 - a. The location and height above grade of all proposed and existing light fixtures on the subject property.
 - b. A table showing the average, minimum, and maximum foot-candles, average to minimum ratio, and maximum to minimum ratio on the site, and maximum luminaire heights.
 - c. Manufacturer's catalog cuts that provide a description of the luminaries, including wattage, lumen output, correlated color temperature, lamps, and mounting devices.
 - d. Control descriptions including type of controls (timer, motion sensor, time clock, etc.), the light fixtures to be controlled by each type, and control schedule when required.
 - e. All photometric plans must be signed and sealed by a registered design professional per Florida Statutes.
 - f. A certificate of compliance signed and sealed by a registered design professional per Florida Statutes, must be submitted prior to the issuance of a certificate of occupancy/finalizing of the permit.

(c) Standards.

- (1) Measurement. All lighting levels shall be measured at grade level except for the purpose of measuring light spillage where the light meter shall be placed seven (7) feet above the grade level at the property line. Lighting levels shall be certified prior to the issuance of a certificate of occupancy. Minimum intensity shall be measured within any area of the property intended for pedestrians, site activity, and vehicular use by using measurement equipment built for this purpose.
- (2) Light Confinement. All outdoor lighting shall be Dark Sky certified and utilize full cutoff luminaries, as defined by the Illuminating Engineering Society of North America (IESNA), ensuring no light is directed skyward. Parking lot lighting shall be installed at a 90-degree angle. Only lighting used to accent architectural features, landscaping or art may be directed upward, provided that such accent lighting fixture is shielded and directs the light only onto the surface to be illuminated.
- (3) Design. Lighting shall be used to provide safety while accenting key architectural elements and emphasizing landscape features. Light fixtures should be thoughtfully integrated into the overall design, serving as complementary elements that enhance the project's aesthetic. This may be accomplished through careful selection of style, material, or color. All light fixtures located within 50 feet of any residential use or residential property boundary shall not exceed 20 feet in height.
- (4) The following lights are prohibited:
 - a. Lights that present a safety hazard through the creation of observable glare or movement.
 - b. Unshielded lights, which are visible within the normal range of vision from any street right-of-way or adjacent property.
 - c. Any search, beacon, or strobe light.

- d. Lights which resemble any type of authorized traffic control sign, signal, or device, or that may mislead or confuse vehicular traffic.
- (5) At no time shall 0.3 footcandles intensity be exceeded at the residential property line.
- (6) The term "Open" in Table 16-1335(15)(b) shall mean from ½-hour before uses on site are operating until dawn and from dusk until ½-hour after uses on site are operating. The term "Closed" shall mean all other times between dusk and dawn when uses onsite are not operating.
- (7) The use of sensor technologies, timers, or other methods to activate lighting when needed is required to conserve energy, ensure safety, and promote compatibility between different land uses.

(d) Illumination Levels and Luminaire Heights.

For their respective uses and districts, TABLE 16-767(d)(1) and TABLE 16-767(d)(2), specifies the minimum and maximum illumination levels, average ratios, and maximum height for any freestanding or structure-mounted luminaires.

<u>TABLE 16-767(d)(1): LIGHTING STANDARDS; RESIDENTIAL USES</u>							
<u>District</u>	<u>Maximum Luminaire Heights</u>	<u>Minimum Average Intensity in Footcandles</u>	<u>Maximum Average Intensity in Footcandles</u>	<u>Maximum to Minimum Ratio in Parking Area</u>	<u>Spill Onto Private, Local, and Collector Roads</u>	<u>Spill Onto Arterial Roads & Non-residential</u>	<u>Spill at all Residential Property Lines</u>
<u>AR, RE</u>	<u>20'</u>	<u>N/A</u>	<u>0.5</u>	<u>12:1</u>	<u>Not to exceed 0.8-foot candles @ edge of pavement</u>	<u>Not to exceed 1.6-foot candles @ edge of pavement</u>	<u>Not to exceed 0.3-foot candles</u>
<u>RL, RM, RH, RMH</u>	<u>20'</u>	<u>1.0</u>	<u>2.0</u>				
<u>MXD</u>	<u>20'</u>	<u>1.0</u>	<u>2.0</u>				

<u>TABLE 16-767(d)(2): LIGHTING STANDARDS; NON-RESIDENTIAL USES</u>							
<u>District</u>	<u>Maximum Luminaire Heights</u>	<u>Minimum Average Intensity in Footcandles (Open/Closed)</u>	<u>Maximum Average Intensity in Footcandles</u>	<u>Maximum to Minimum Ratio in Parking Area</u>	<u>Spill Onto Private, Local, and Collector Roads</u>	<u>Spill Onto Major Roads & Non-residential</u>	<u>Spill at All Residential Property Lines</u>
<u>OPI</u>	<u>20 feet</u>	<u>2.0/0.5</u>	<u>5.0</u>	<u>12:1</u>	<u>Not to exceed 0.8-foot candles @ edge of pavement</u>	<u>Not to exceed 1.6-foot candles @ edge of pavement</u>	<u>Not to exceed 0.3-foot candles</u>
<u>CN</u>	<u>25 feet</u>	<u>2.0/0.5</u>	<u>5.0</u>				
<u>CG</u>	<u>30 feet</u>	<u>2.0/0.5</u>	<u>10.0</u>				
<u>CI</u>	<u>35 feet</u>	<u>2.0/0.5</u>	<u>10.0</u>				
<u>MXD</u>	<u>20 feet</u>	<u>2.0/0.5</u>	<u>5.0</u>				
<u>GU</u>	<u>20 feet</u>	<u>1.0/0.5</u>	<u>5.0</u>				
<u>RE, RL, RM, RH</u>	<u>20 feet</u>	<u>1.0/0.5</u>	<u>5.0</u>				

Section 4. Chapter 16, Article VIII, is hereby amended as follows:

Sec. 16-1331. Purpose and intent.

The purpose and intent of this article is to set forth regulations regarding the location, number, size, orientation, and maintenance lighting of all off-street parking spaces, loading spaces, aisles, driveways, areas and

accessways required to be provided within the city. Regulations for off-street parking and loading areas are designed to promote the public health, safety, and general welfare of the citizens of the City of Greenacres by ensuring the orderly, efficient, and safe design and construction of parking areas. In addition, this article ensures the provision of adequate parking, prevents traffic hazards, and encourages innovative site designs which allow for the retention of open space and improved traffic and pedestrian flow.

Sec. 16-1332. Applicability.

The provisions set forth herein shall apply to the following:

- (1) *New construction and development.* Every building or structure and its associated use or uses, instituted, or erected after the effective date of this chapter's off-street parking and loading regulations, shall be provided with adequate off-street parking and loading areas in accordance with the provisions of this chapter for use by the occupants, employees, visitors and patrons of said use or structure.
- (2) *Expansion of existing structure or use.* Whenever an existing building or structure and its associated use or uses is expanded or enlarged in floor area or capacity, off-street parking and loading spaces shall be provided in accordance with the provisions of this chapter for the newly added floor area or capacity of the building or structure. Whenever the expansion affects or provides additional floor area equal to or greater than thirty-three (33) percent of the existing approved floor area, the entire parking and loading area serving the structure, both old and new, shall be brought into conformance with the provisions of this chapter. If the expansion results in the loss of any parking spaces, then the expansion shall be required to provide a replacement parking space in addition to the required parking.
- (3) *New parking spaces, driveways or accessways.* Any new parking spaces, loading spaces, aisles, driveways or accessways proposed after the effective date of this chapter's off-street parking and loading regulations shall be constructed in conformance with the provisions of this chapter.
- (4) *Change in use.* When the use of a portion or all of an existing building or structure which is not a shopping center, as defined in this chapter, is changed, additional off-street parking and loading shall be provided as specified in this chapter, to the extent that the off-street parking required for the new use exceeds the off-street parking required for the previous use. ~~When the required parking for the new use, in excess of that required for the previous use, is not able to be provided on site due to physical constraints, an alternative plan as provided for in subsection (5) may be submitted for review to the planning director and the city engineer prior to any development application.~~
- (5) *Exemptions for previously approved site and development plans for shopping centers.* The off-street parking and loading regulations of section 16-1336 do not apply to shopping centers completely developed and built and having site and development plans that were approved on or before January 1, 1994. Moreover, the off-street parking and loading regulations shall not apply to partially developed shopping centers where, at a minimum, building foundations have been installed and site and development plans have been approved on or before January 1, 1994. However, any expansion or enlargement in floor area or capacity of any existing or proposed building shall meet the requirements of subsection (2) above. The restriping of existing parking areas which result in a loss of no more than two (2) percent of the approved parking spaces due to complying with the requirements of the Florida Accessibility Code, shall not be considered nonconforming. In addition, existing commercial developments may convert one (1) parking space for use as a dumpster location without becoming nonconforming.
- (6) *Restriping and sealcoating.* A permit is required for all striping. Work which consists only of the application of new striping paint directly on top of existing striping paint is exempt from subsection 16-1335(19) but a single four-inch stripe on each side to delineate the spaces must be provided at a minimum. New replacement striping in conjunction with sealcoating, asphalt overlay or reconfiguration of parking spaces must comply with subsection 16-1335(19). Single-family residences and duplex units are exempt from this requirement.

Sec. 16-1333. Applicability of other code and regulatory requirements.

All parking spaces, loading spaces, aisles, driveways and accessways shall be designed and constructed in strict conformance with the latest adopted version of the general provisions of the zoning code, subdivision code, building code, the Manual on Uniform Traffic Control Devices (MUTCD), the Florida Accessibility Code, and any other applicable codes and regulations. If any conflict exists, the strictest requirements of all applicable codes and standards will be in effect.

Sec. 16-1334. General requirements.

The following requirements and standards shall be adhered to for all parking and loading areas within the city:

- (1) *Continuance of parking and loading areas.* Off-street parking and loading areas shall be maintained and continued as an accessory use provided the principal use on the premises is continued. In the event the principal use is removed from the premises, accessory off-street parking and loading areas shall not be converted to the principal use.
- (2) *Renovation of existing buildings.* Where a building, structure or use existed on the effective date of this article, such building, structure, or use may be renovated, altered, or repaired, provided there is no increase in overall floor area, or capacity, or change in use of the building, or structure, without providing additional off-street parking and/or loading spaces as required by this article.
- (3) *Parking required on same lot or parcel.* All required off-street parking and loading areas shall be located on the same plot or parcel of land they are intended to serve, except as permitted by this chapter to provide parking and loading areas on an adjacent or proximate site.
- (4) *Use of loading area for parking.* No required off-street loading area shall be used to satisfy the space requirement for any off-street parking spaces, except as permitted by this chapter.
- (5) *Use of required parking by another building or structure.* No part of any off-street parking or loading space required for any building, structure or use by this article shall be utilized or included as meeting the requirements for another building, structure or use, except as permitted by this article. On-street parking located in the public right-of-way shall not be used to satisfy off-street parking requirements.
- (6) *Use of parking area.* Required parking or loading areas shall be made available for parking of vehicles by owners, residents, customers, patrons, visitors, and employees. Required parking and loading areas shall not be used in the following manner:
 - a. To store operative or inoperative vehicles, except as permitted by the limitations as shown in section 16-1335(22);
 - b. To store any goods, materials or inventory used in conjunction with any business or use on or off the premises;
 - c. For the sale, repair, or servicing of vehicles;
 - d. For any advertising purposes, including the use of banners or signs attached to vehicles; or
 - e. For temporary events, except as permitted by issuance of a temporary use permit subject to the limitations as shown in section 16-718 and Table 16-718.
- (7) *Calculation based on number of seats.* When the calculation of the required number of parking spaces is based upon the number of seats, an area of twenty-four (24) inches of space on a bench, pew, floor or similar seating facility shall be considered to be one (1) seat.
- (8) *Fractional requirements.* When the calculation for the required number of parking or loading spaces results in a fractional number, a fraction of one-half (½) or greater shall require one (1) full additional parking or loading space.

- (9) *Multiple uses.* When more than one (1) use occupies a structure or lot, the total number of required parking spaces shall be based upon the sum of all individual uses, unless the uses are subject to an approved shared parking plan (section 16-1335(21)).
- (10) *Uncertainty of required parking.* If there is uncertainty about the number of parking or loading spaces required for a particular use, the maximum number of parking spaces required for the closest comparable use shall apply.
- (11) *Construction and maintenance.*
 - a. All required parking spaces, loading spaces, aisles, driveways and accessways shall be constructed with a hard surface using concrete asphalt, or other paving material approved for use within the city, unless permitted pursuant to section 16-1335(13). All construction work shall be completed in conformance with the subdivision code, building code, and all other applicable city codes and regulations.
 - b. Every parking and loading area required by this article shall be continually maintained in satisfactory condition so as to be safe, attractive, and free of any hazard, nuisance, accumulation of debris or other unsafe condition. It shall be the responsibility of the owner of the property to ensure that the parking facilities are kept in good working order.

Sec. 16-1335. Location and design requirements.

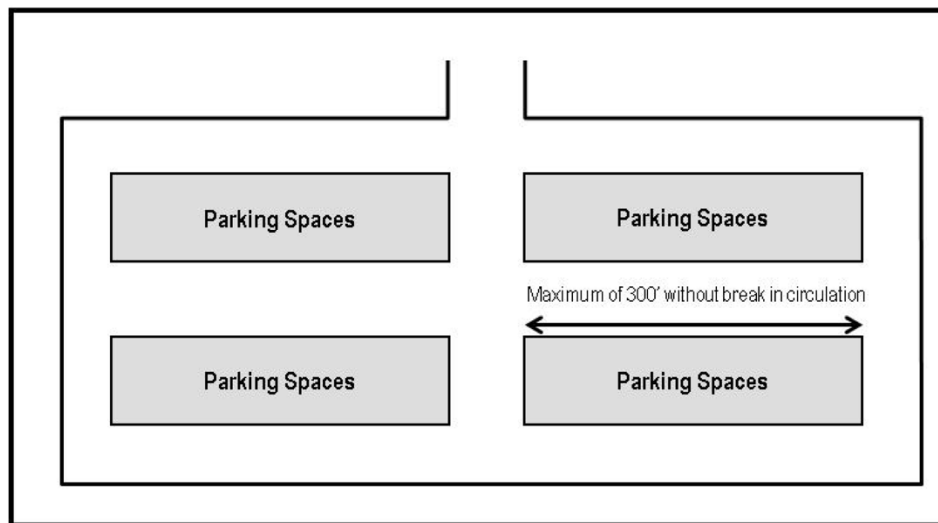
The following location and design requirements and standards shall be adhered to for all parking and loading areas required to be constructed within the city:

- (1) *General access.*
 - a. Access directly from a public street, road or alley into a parking space shall only be permitted for a single-family residence.
 - b. All parking and loading spaces shall be accessible at all times, from a street, road, driveway or aisle. Each parking space shall be accessible without having to drive over or through any other parking or loading space, except for single-family residences wherein one (1) space may be located behind another space.
 - c. Loading areas shall be located and designed so that the vehicles intended to use them can maneuver safely and conveniently to and from a public right-of-way and complete the loading or unloading without conflicting or interfering with any public right-of-way, accessway, parking aisle or parking space.
 - d. No loading space shall be located within forty (40) feet of the nearest point of intersection of the edges of the right-of-way of any two (2) streets.
- (2) *Pedestrian access.*
 - a. All properties shall provide safe, adequate, and direct pedestrian access between ~~a~~ buildings, structures, or uses ~~and their~~ associated parking areas. Where provided, pedestrian accessways shall be a minimum of five (5) feet wide and meet ADA standards as applicable.
 - b. The maximum walking distance from an off-street parking space to a building, structure or use intended to be served by the parking space shall be six hundred (600) feet.
 - c. ~~Commercial developments greater or equal to forty thousand (40,000) square feet~~ shall provide clearly marked pedestrian crossings from the parking areas to the building. Whenever feasible, the pedestrian crossing shall be raised a minimum of four (4) inches above the final grade of the pavement.

(3) *Internal circulation.*

- a. Site and Development Plan applications shall include a circulation plan that demonstrates the safety and connectivity of vehicular, bicycle, and pedestrian facilities within the development, including how conflict points between different users (vehicles, pedestrians, cyclists) will be managed to ensure the safety of all users. The plan must address conflict zones, such as crosswalks, driveway entrances, and intersections within the development.
- ~~a.~~ b. All parking areas shall be designed to provide internal circulation so that each parking space within a parking area is accessible to all other parking spaces without using a public street, road, or alley.
- ~~b.~~ c. All parking and loading areas shall be designed so that sanitation, maintenance, emergency, and other public safety vehicles can serve the parking area and adjacent buildings or structures without the necessity of having to backup an unreasonable distance or make other dangerous or hazardous turning movements.
- ~~c.~~ d. Internal circulation areas shall be designed so as to not interfere with or pose a hazard to any parking spaces, loading spaces, or pedestrian movements.
- ~~d.~~ e. Required parking and loading areas shall not be located so as to interfere with normal traffic flow, queuing, and backup movements.
- ~~e.~~ f. The maximum length of any parking aisle, without a break in circulation, shall be three hundred (300) feet. Should the city determine, based on the site design and circulation pattern, that an increased aisle length would not create a traffic or pedestrian hazard, said aisle length may extend beyond three hundred (300) feet as shown in Figure 16-1335(3).

FIGURE 16-1335(3): MAXIMUM PARKING AISLE LENGTH



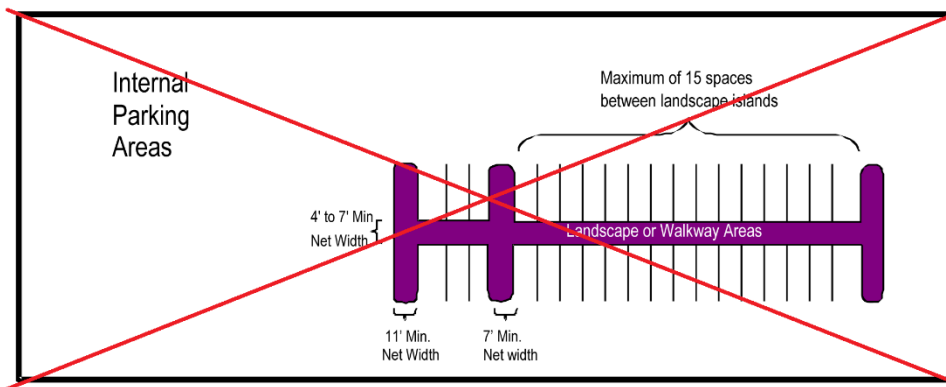
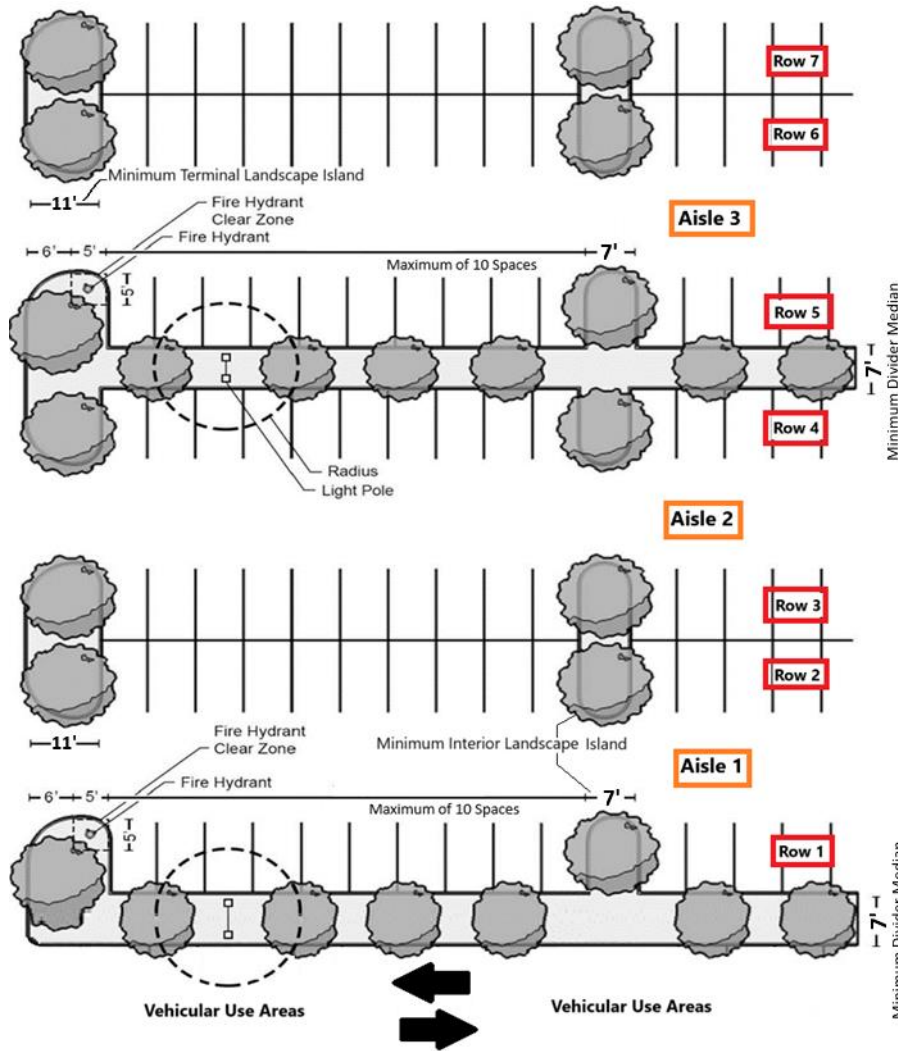
(4) *Orientation of parking.*

- a. To the maximum extent possible, and in accordance with the recommendations of the Development and Neighborhood Services ~~planning and engineering~~ Department, parking bays within primary parking areas for any building, structure or use shall be perpendicular to the building or structure.

(5) *Internal landscape areas.*

- a. Interior Landscape Islands. Interior landscape islands, with a dimension of no less than seven (7) feet in net plantable width, shall be placed at each end and at intervals of no more than ~~fifteen~~ ten (1510) parking spaces. ~~Terminal landscape islands shall contain a minimum net plantable width of eleven (11) feet.~~
- b. Terminal Landscape Islands. Terminal landscape islands shall be placed at the end of all rows of parking aisles ~~abutting vehicular accessways or drive aisles.~~ Terminal landscape islands shall contain a minimum net plantable width of eleven (11) feet.
- c. Divider Landscape Medians. ~~To emphasize vehicular accessways and traffic patterns within the parking area and to increase pervious area, and as required by 16-1335(18), interior landscaping shall be incorporated in interior landscaped dividers and planting areas.~~ Divider landscape medians with a minimum net plantable width of seven (7) feet shall be installed after every fourth row of parking spaces or the second parking aisle, and between all parking spaces and adjacent vehicular use areas when including trees or a sidewalk and four (4) feet when including sod or groundcover as shown in Figure 16-1335(5).

FIGURE 16-1335(5): INTERNAL PARKING AREAS



(6) *Parking and loading adjacent to building.*

- a. When parking is permitted directly adjacent to a building or structure, there shall be a minimum separation of four (4) feet between the outside wall of the building or structure and any parking space, except for single-family residential units.

- b. Loading spaces required by this article shall be located directly adjacent to the building which requires the designated loading space. However, no loading space shall be located within a required fire lane.
 - c. Alternative Loading Options. In certain cases, an alternative loading area may be utilized in lieu of a designated loading space as required per Section 16-1336 and Section 16-1337. Parking spaces and the drive aisles may be utilized during non-business hours for this purpose, provided the Development and Neighborhood Services Department determines, that based upon the proposed traffic generation of a particular site, site design, as well as other available technical data and information, that a reduction in the number of loading spaces would not adversely affect traffic circulation, or create a traffic hazard. The alternative loading option must be clearly reflected on the approved Site and Development Plan.
- (7) *Use of right-of-way.*
- a. No parking or loading space required by this article shall be located within the right-of-way of any street, roadway, or alley.
 - b. There shall be no parking or storing of vehicles in landscaped buffers or the ultimate right-of-way. Parking and loading areas shall be designed so that no portion of a vehicle will extend into or over any public right-of-way area, sidewalk, landscaped area or adjacent property.
- (8) *Parking in rear of commercial building.*
- a. ~~The maximum number of off-street parking spaces provided in the rear of any building or structure, except those in the Mixed-Use Development (MXD) zoning districts, shall not exceed twenty (20) percent of the total number of required off-street parking spaces.~~
 - ~~b.~~a. There shall be no parking in the rear of any building or structure unless a pedestrian accessway with a minimum width of five (5) feet is provided connecting the rear parking area to the public entrance in the front of the building, exclusive of whether or not a rear entrance is provided.
 - ~~c.~~b. In no instance shall any parking space located in the rear of the building interfere or conflict with access to a required off-street loading space, or with any fire lane or fire suppression devices.
- (9) *Dumpster location and access.*
- a. Required dumpster or trash compactor areas shall be located in a manner which permits safe and direct access to the dumpster for any maintenance or sanitation vehicle.
 - b. The location of a dumpster and access thereto shall not interfere with the internal circulation pattern of the site, nor shall the location require a maintenance or sanitation vehicle to traverse any parking ~~or loading~~ space to gain access to the dumpster area.
 - c. A minimum area of twelve (12) feet in width by twenty-five (25) feet in depth shall be provided in front of any dumpster area to allow access to the dumpster area while not interfering with the normal circulation pattern.
 - d. The minimum dumpster or compactor size shall be determined by the city's solid waste franchisee, and the site shall be surrounded by a concrete wall and locking gate in accord with section 16-757.
- (10) *Drop-off zone.* The following provisions shall be adhered to when providing a designated drop-off zone adjacent to any building or structure:

- a. The drop-off zone shall be clearly separated from the main flow of traffic;
- b. Bollards may be used to demarcate the limits of the zone, but no chains or other horizontal obstructions shall be used;
- c. When a curb is eliminated from a segment of the zone, the pavement shall be clearly demarcated indicating the ramp location.

(11) *Fire lane required.*

- a. A fire lane shall be provided when determined by the city fire marshal to be necessary to protect the public health, safety, and general welfare.
- b. Fire lanes shall be in accordance with the current edition of the Florida Fire Prevention Code, Section 18.2.3 (Fire Department Access Roads) and Exhibit A, Greenacres Amendments to the Florida Fire Prevention Code. The minimum width of a fire lane shall be twenty (20) feet, unless otherwise required by the Fire Prevention Code and Amendments.
- c. The fire lane shall provide clear, unobstructed access for emergency vehicles and apparatus at all times.
- d. Each fire lane shall be clearly marked and identified through signage and painted markings on the pavement surface. The design, location and markings of each fire lane shall be in conformance with the Florida Fire Prevention Code, recommendations of the city fire marshal, and all applicable city codes and regulations.

(12) ~~Handicapped~~ Parking for the disabled.

- a. All parking areas shall provide ~~handicapped~~ parking spaces, ramps, and accessway for the disabled in accordance with the Florida Accessibility Code, State Uniform Traffic Control Code, city building code, and amendments thereto, and all other applicable city codes and regulations. ~~Handicap~~ parking areas shall be provided in accordance with FDOT Index 17346; however, the width of the blue stripe shall be four (4) inches.
- b. The minimum number of ~~handicapped~~ disabled parking spaces shall be provided as shown in Table 16-1335(12):

TABLE		16-1335(12):
<u>HANDICAPPED-PARKING SPACES FOR THE DISABLED</u>		
Total Parking Required	Off-Street	Required Number of Handicapped - <u>Disabled</u> Spaces
Up to 25		1
26 to 50		2
51 to 75		3
76 to 100		4
101 to 150		5
151 to 200		6
201 to 300		7
301 to 400		8
401 to 500		9
501 to 1,000		2% of total
Over 1,000		20 plus 1 for each 100 over 1,000 or portion thereof

- c. Each ~~handicapped-disabled~~ parking space shall be striped in accordance with the Florida Accessibility Code and posted with a permanent above grade type FTP55, FDOT Index 17355, sign of a color and design as approved by the Florida Department of Transportation, bearing the international symbol of accessibility and the caption "Parking by Disabled Permit Only Fine of \$250" or such fine amount as is currently in effect. The international symbol for accessibility shall also be painted on the surface of the parking space.
 - d. All ~~handicapped-disabled~~ spaces provided as a requirement of this section shall have accessibility to a curb ramp or curb cut, when necessary to allow access to the building served, and shall be located so that users will not be compelled to walk or otherwise move behind parked vehicles. Such ramps shall be located at a minimum of one (1) every one-hundred-thirty (130) feet along the sides of the building which face the parking areas which contain ~~handicapped-disabled~~ parking spaces. Required ramps shall be designed and constructed in accordance with the Florida Accessibility Code, State Uniform Traffic Control Code, city building code, and all other applicable city codes and regulations.
 - e. ~~Handicap-Disabled~~ parking spaces shall not be in addition to, but shall substitute for required parking spaces.
 - f. All ~~handicapped-disabled~~ parking spaces shall be those parking spaces located to the nearest accessible entrance of the building that the spaces are intended to serve.
- (13) *Grassed parking.*
- a. Where permitted by this code, grassed parking spaces may be utilized provided the following requirements and conditions are adhered to:
 - 1. The minimum size of any grassed parking space shall be determined by section 16-1336.
 - 2. Grassed parking spaces may not be used to satisfy handicap requirements.
 - 3. Each grassed parking space shall be provided with a wheelstop or FDOT Type D curbing, constructed of concrete or similar material to demarcate the location of each parking space.
 - 4. A statement documenting that the parking area proposed for grassed parking will be used for parking on an irregular, intermittent or part-time basis shall be provided. Such statement shall include the proposed hours and days grassed parking is expected to be used and the expected average daily traffic and peak hour traffic counts as calculated by a registered engineer. Plans shall be submitted which ensure that the grassed parking surface will be maintained in its entirety with a viable turf cover.
 - 5. A permit shall be obtained for the construction of any grassed parking area. The city may require the restoration of the grassed parking area or the permanent paving of the parking area if it is determined that the grassed parking area is not being maintained in accordance with the code.
 - 6. Any area proposed for grassed parking shall be constructed in conformance with the provisions of this article and any applicable city codes and regulations and the requirements of the Development and Neighborhood Services ~~city planning and engineering~~ department.

(14) *Landscaping.*

- a. All off-street parking and loading areas shall be landscaped in accordance with Article VII, landscaping and screening requirements, ~~of the zoning code.~~
- (15) *Lighting.* The minimum and maximum permitted illumination and maximum permitted height of each luminaire shall be as shown in Table 16-~~767(d)(1)~~1335(15)(a) and Table 16-~~767(d)(2)~~1335(b). These ~~lighting requirements shall be applicable to all installations of site and building lighting, including those installed by local government entities or utility service providers in areas outside of public rights-of-way.~~ All lighting of off-street parking and loading areas shall be in accordance with Article IV, Division 13. - Outdoor Lighting.

TABLE 16-~~1335(15)(a)~~1335(15)(a): LIGHTING STANDARDS; RESIDENTIAL USES

District	Maximum Luminaire Heights	Minimum Average Intensity in Footcandles	Maximum Average Intensity in Footcandles	Maximum to Minimum Ratio in Parking Area	Spill—Onto Private, Local, and Collector Roads	Spill—Onto Arterial Roads & Non-residential	Spill at all Residential Property Lines
AR, RE	20'	N/A	0.5	12:1	Not to exceed 0.8 foot candles @ edge of pavement	Not to exceed 1.6 foot candles @ edge of pavement	Not to exceed 0.3 foot candles
RL, RM, RH, RMH	20'	1.0	2.0				
MXD	20'	1.0	2.0				

TABLE 16-~~1335(15)(b)~~1335(15)(b): LIGHTING STANDARDS; NON-RESIDENTIAL USES

District	Maximum Luminaire Heights	Minimum Average Intensity in Footcandles (Open/Closed)	Maximum Average Intensity in Footcandles	Maximum to Minimum Ratio in Parking Area	Spill—Onto Private, Local, and Collector Roads	Spill—Onto Major Roads & Non-residential	Spill at All Residential Property Lines
OPI	20 feet	2.0/0.5	5.0	12:1	Not to exceed 0.8 foot candles @ edge of pavement	Not to exceed 1.6 foot candles @ edge of pavement	Not to exceed 0.3 foot candles
CN	25 feet	2.0/0.5	5.0				
CG	30 feet	2.0/0.5	10.0				
CI	35 feet	2.0/0.5	10.0				
MXD	20 feet	2.0/0.5	5.0				
GU	20 feet	1.0/0.5	5.0				
RE, RL, RM, RH	20 feet	1.0/0.5	5.0				

NOTES FOR TABLES 16-~~1335(15)(a)~~1335(15)(a) AND (b):

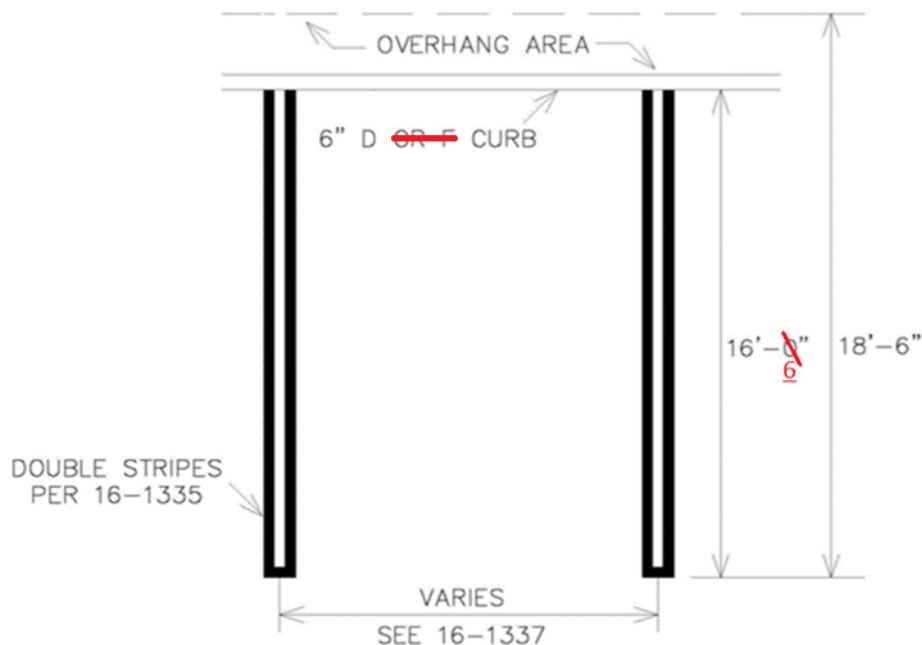
1. Except for single family residences, a ~~or~~ site lighting plan shall be submitted for new and revised installations consistent with the site and development plan requirements of section 16-197(5)(j) and shall indicate the type of light fixture, wattage, initial light levels, mounting height, and manufacturer design and material cut sheets.
2. All lighting levels shall be measured at grade elevation and shall be certified prior to the issuance of a certificate of occupancy.
3. All outdoor lighting shall confine, to the greatest extent possible, all emitted light only to subject property, and shall not be directed skyward. Parking lot lighting shall be installed at a 90 degree angle.

4. ~~The following lights are prohibited:~~
- a. ~~Lights that present a safety hazard through the creation of observable glare.~~
 - b. ~~Unshielded lights, which are visible within the normal range of vision from any residential property.~~
 - c. ~~Any search, beacon, or strobe light.~~
 - d. ~~Lights which resemble any type of authorized traffic control sign, signal, or device, or that may mislead or confuse vehicular traffic.~~
5. ~~At no time shall 0.3 footcandles intensity be exceeded at the residential property line.~~
6. ~~Minimum intensity shall be measured within any area of the property intended for pedestrians, site activity, and vehicular use by using measurement equipment built for this purpose.~~
7. ~~The term "Open" in Table 16-1335(15)(b) shall mean from ½ hour before uses on site are operating until dawn and from dusk until ½ hour after uses on site are operating. The term "Closed" shall mean all other times between dusk and dawn when uses onsite are not operating.~~
- (16) *Drainage.*
- a. Runoff from parking areas shall be stored and managed in accordance with the rules of the South Florida Water Management District and city regulations applicable at the time, including Chapter 12 (Subdivision Code), as amended. Stormwater runoff should be diverted from impervious areas into permeable landscaping areas as part of the overall stormwater management plan to minimize off-site runoff and maximize on-site water infiltration. Low Impact Development (LID) practices shall be incorporated unless specific site constraints make such measures infeasible. Examples of LID practices include rain gardens, bio-swales, and pervious paving materials and surfaces.
- (17) *Traffic signage.*
- a. Traffic control signs and other pavement markings shall be used as necessary to ensure safe and efficient traffic operation of parking and loading areas. Such signing and marking shall conform with the Manual on Uniform Traffic Control Devices (MUTCD), city sign regulations, and ~~all~~ regulations from all applicable entities-city codes and regulations.
- (18) *Curbs and wheel-stops.*
- a. Landscaping and landscaped areas, including intermediate and terminal islands, shall be protected from the encroachment of vehicles by a continuous raised Florida Department of Transportation (FDOT) Type "D" ~~or "F"~~ curb appropriate for the location as determined by the Development and Neighborhood Services planning and engineering department. Curbs separating landscaped areas from parking areas may use curb breaks or gaps to allow stormwater runoff to pass through them.
 - b. In order to protect landscape ~~and sidewalk~~ areas from encroachment and to enhance the amount of pervious area in parking lots, each parking stall may be 16'-6" deep with an additional 2' overhang when abutting a landscape area. In such cases, the parking stall shall include a continuous raised FDOT Type "D" ~~or "F"~~ curb at the far end, with the near face of the curb set 16'-06" into the stall. In lieu of asphalt, the resulting overhang area (2'-6" for a typical 18'-6" deep 90-degree parking stall per Table 16-1337(a)) shall be concrete when abutting a sidewalk ~~or sod and groundcover when abutting a landscape area. The overhang area does~~

not count toward the minimum required sidewalk or perimeter landscape buffer. (See Figure 16-1335(18))

- c. Alternative designs which address unusual situations but provide the same degree of landscape protection, enhanced pervious area, and pedestrian safety may be approved by the Development and Neighborhood Services ~~planning and engineering~~ department.
- d. Wheel-stops shall be properly anchored and shall be continuously maintained in good unbroken condition.

FIGURE 16-1335(18): CURBING



(19) *Striping of parking and loading spaces.*

- a. Every parking space, with the exception of those required for single-family dwelling and two-family dwelling driveways, and for parallel parking spaces, shall be marked with double, hairpin stripes on each side of the parking space. The width of the stripe shall be four (4) inches, the separation between the two (2) stripes shall be between twelve (12) and eighteen (18) inches and the separation shall be centered on the assumed dividing line between the parking spaces. The ends of the stripes at the driving aisle shall be connected by a curved (i.e. hairpin) or straight (i.e. perpendicular) four-inch stripe. Striping is required adjacent to curbing and shall be marked with a single four (4) inch stripe.
- b. Parallel parking spaces shall be marked with a single four (4) inch stripe, twenty-four (24) feet on center.
- c. All stripes for handicapped spaces shall be blue. Striping adjacent to curbing shall be marked with a single width four (4) inch stripe.

- d. Loading spaces shall be marked with a single four (4) inch stripe and shall be designated as a "loading area only" through proper signage and pavement markings.
 - e. Parking and loading striping may be paint or thermoplastic. Paint, especially on new asphalt, shall be applied in two (2) coats or as otherwise necessary to assure an opaque finish. Stop bars shall be thermoplastic.
- (20) *Shared parking.* In the ~~mixed-use development office and mixed-use development original section commercial zoning~~ districts, an applicant may request to use a shared parking option based on the following criteria. All requests for shared parking shall be incorporated into a separate parking analysis, and must be approved by the Development and Neighborhood Services department.
- a. Location: All uses included in a shared parking analysis must be located on the same property. The parking lot must be developed as though the uses onsite were a single unit.
 - b. Shared parking study: The shared parking analysis must establish that all approved uses onsite will use the shared parking spaces at different times of the day, week, month, or year. The analysis shall:
 - 1. Be based on the Urban Land Institute's methodology for determining shared parking or other method approved by the city traffic engineer.
 - 2. Address the size and type of activity, the composition of the tenants, the rate of vehicular turnover for shared parking spaces, and the anticipated peak parking and traffic loads.
 - ~~3. Provide for reduction of paved areas by more than fifty (50) percent of the combined parking for each allowed use.~~
 - ~~4.3.~~ Provide for no reduction in the number of handicapped spaces.
 - ~~5.4.~~ Provide a plan for increasing the number of parking spaces to accommodate all uses based on the standard parking ratios.
 - ~~6.5.~~ The study shall be submitted and approved by the city traffic engineer prior to the application being submitted to the city.
 - c. Applicable findings. Shared parking may be approved by the City upon finding that:
 - 1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and,
 - 2. The uses served thereby have different peak parking demands and operating hours; and,
 - 3. There will be a reduction in vehicle movements by the users of the shared parking spaces; and,
 - 4. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved.
 - ~~e.d.~~ In the event that any of the shared parking uses are changed, or if there is a determination made by the city that the conditions of the original shared parking study have changed, the applicant will either:
 - 1. Submit a revised parking study, or
 - 2. Revise the site plan to reflect additional parking spaces based on the number of spaces needed for each use.

- (21) *Bicycle parking.* Bicycle parking facilities shall be provided in a designated area and by a fixed or stationary bike rack for ~~shopping centers, restaurants, whether fast food or not, convenience stores, government offices, commercial non-residential uses~~ and residential recreation facilities and/or any use which the city determines generates a demand for bicycle parking and shall be provided at a ratio of one (1) bicycle parking space for every twenty (20) parking spaces, but in no case shall be less than a minimum of five (5) bicycle spaces ~~and no more than fifty (50) bicycle spaces~~. Bicycle racks shall be located near building entries and distributed across multiple entries or buildings if present.
- a. Bicycle Racks placed on private property to meet the minimum requirements for bicycle parking shall follow the form identified as a Typical Bicycle Rack in FIGURE 16-1335(21) Typical Bicycle Racks: unless a variation is approved by the Development and Neighborhood Services department. Variations from a Typical Bicycle Rack may be approved if the rack meets all of the following requirements:
 - i. Supports bicycle by making two points of contact with the bicycle, preventing it from falling over;
 - ii. Provides adequate theft protection and security; and
 - iii. Allows two bicycles to be parked per rack.
 - b. Bicycle parking shall be placed in a manner to avoid conflicts between vehicles, buildings, landscaping, and pedestrian clear zones or sidewalks.

FIGURE 16-1335(21): Typical Bicycle Racks



- (22) *Commercial Business or Service Vehicles.*
- a. Commercial vehicles, excluding all towed trailers regardless of size and weight, may be parked in commercial zoning districts and mixed-use zoning districts developed with a nonresidential use in designated parking spaces on the same property as an associated business with an active Business Tax Receipt. Commercial vehicle parking shall be depicted on an approved Site and Development Plan or if not depicted on the approved Site and Development Plan then a Major Site and Development Plan Amendment would be required. Commercial vehicle parking shall not exceed fifteen (15) percent of required parking on-site.
 - b. Location.

- i. The applicant must demonstrate that off street parking in front of the business accommodates both customer and employee parking and provide a parking plan on the Site and Development Plan that designates the specific areas for the parking of commercial vehicles as well as the parking for employees.
- ii. Commercial vehicles must not restrict or interfere with the ingress or egress of the abutting property owner or tenant; constitute a hazard to traffic, life, or property; obstruct adequate access by fire, medic, police or sanitation vehicles; encroach on sidewalks, Americans with Disabilities Act (ADA) accessible parking spaces and/or accessible ramps; park on unimproved surfaces (e.g., dirt, sand, vacant lot, etc.); or park in any driveway aisles, "no parking" zones, or loading areas.
- c. Screening. The commercial vehicle parking shall be effectively screened from all public rights-of-way behind a structure, recognizing that occasional visibility may occur.
- d. Registration. The commercial vehicles cannot be inoperative, wrecked, junked, partially dismantled, or abandoned, and must be licensed and registered as required by state law.
- e. Size. The commercial vehicle must be of a size that allows it to park within designated standard parking spaces safely, without creating or becoming a public nuisance.

Sec. 16-1336. Parking and loading requirements.

The minimum number of parking and loading spaces shall be determined by the following tables. For mixed uses or single uses with two (2) or more integrated uses, each use shall provide its proportional share of the required parking.

TABLE 16-1336(a); PARKING SPACES; RESIDENTIAL USES			
Residential Unit Type	Number of Bedrooms	Minimum Parking Requirements	Loading
All, unless otherwise listed below	Efficiency, 1- or 2-bedrooms	2 spaces per unit including garage or carport	N/A
	3 or more bedrooms	3 spaces per unit including garage or carport	N/A
Supplemental requirements		a. An additional ½ space per dwelling unit for guest parking	N/A
		b. Community pool, 1 space per 50 sq. ft. of water area	
		c. Community clubhouse, 1 space per 200 sq. ft. of GFA	
Adult congregate living facilities:			
Life care retirement facility	2 spaces per dwelling unit		A
Adult congregate living facility	1 space per dwelling unit & 1 space per 1,000 sq. ft. GFA of central facilities		
Extended care facility	1 space per 4 patient beds, & 1 space per 1,000 sq. ft. GFA of central facilities		
Rooming/boardng house	1 space per bedroom, & 2 spaces for operator or owner		A

TABLE 16-1336(b): PARKING SPACES; NON-RESIDENTIAL USES		
Use	Minimum Parking Requirements	Loading
Adult entertainment	1 space per 30 sq. ft. of GFA	A
Assembly/auditorium	1 space per 3 fixed seats, or 1 space per 25 sq. ft. of GFA within main-assembly areas of assembly, <u>whichever results in a higher number of required parking spaces.</u>	N/A
Automotive repair, minor	1 space per 200 sq. ft. of GFA	A

Deletions are marked with a ~~strike through~~, and additions are marked with an underline.

Bakeries/confectioneries, retail	1 space per 200 sq. ft. of GFA	B
Bank & financial institutes with or without drive-thru facilities	1 space per 200 sq. ft. of GFA	N/A
Bicycle sales, including rental & repairs	1 space per 200 sq. ft. of GFA	B
Botanical garden	1 space per 1,000 sq. ft. of lot area used for storage, display, or sales	N/A
Broadcasting studios & communications activities	1 space per 200 sq. ft. of GFA	N/A
Building supply outlet, retail	1 space per 200 sq. ft. of GFA	B
Business offices & services	1 space per 200 sq. ft. of GFA	B
Car wash facility, stand alone	1 space per 200 sq. ft. of GFA devoted to offices, display area, customer waiting areas, break room and restrooms, plus 1 space per 1,000 sq. ft. of GFA devoted to other areas within enclosed building. In addition, 2 spaces per service/detail lane; spaces provided to serve self-service vacuum stations may be utilized to satisfy the minimum parking requirement detailed herein	B
Childcare center/preschool	1 space per 200 sq. ft. of GFA & 2 drop-off zone spaces	N/A
Cocktail lounge/bar	1 space per 30 sq. ft. of GFA	C
Commercial tourist attraction	1 space per 200 sq. ft. of GFA	B
Convenience store	1 space per 200 sq. ft. of GFA with a minimum of 3 spaces	A
Department store, retail	1 space per 200 sq. ft. of GFA	B
Drive-in/fast food restaurant	1 space per 3 seats	C
Drugstore, retail	1 space per 200 sq. ft. of GFA	B
Financial insurance & real estate offices	1 space per 200 sq. ft. of GFA	N/A
Food market & supermarket, retail	1 space per 200 sq. ft. of GFA	B
Florist	1 space per 200 sq. ft. of GFA	B
Food services, including sit down & carry-out restaurants, delicatessens, ice cream parlors & similar uses	1 space per 80 sq. ft. of GFA	C
Full-service fuel station	1 space per 200 sq. ft. of GFA, with a minimum of 4 spaces excluding fueling spaces	A
Funeral home with or without cremation services	1 space per 4 seats in the chapel area, plus 1 space per 1,000 sq. ft. of GFA	C
Golf cart dealership	1 space per 200 sq. ft. of GFA devoted to offices, display area & customer waiting area, plus 1 space per 1,000 sq. ft. of GFA devoted to vehicle servicing & repair, body shop, parts storage and sales area and similar accessory uses. Such parking areas shall be reserved exclusively for personnel and customers	A
Government services building	1 space per 200 sq. ft. of GFA	N/A
Hospital & full-service medical facility	2 spaces per patient bed	D
House of worship	1 space per 3 fixed seats, or 1 space per 25 sq. ft. of GFA within main areas of assembly, whichever results in a higher number of required parking spaces auditorium . For permitted accessory uses not otherwise classified, parking shall be provided at a rate of 1 space per 200 sq. ft.	N/A

	<p><u>Grass Parking</u>: Up to 50% of required <u>house of worship</u> parking, excluding handicapped spaces, may use grassed parking spaces constructed and maintained in accordance with § 16-1335(13).</p> <p><u>For additional uses not customarily associated with the house of worship, such as child or adult day care, office, school, etcetera —the required parking for these uses must be provided in accordance with the applicable parking regulations.</u></p>	
Indoor flea market	1 space per 200 sq. ft. of GFA	B
Indoor movie theater or amphitheater	<p>a. Freestanding theaters, auditoriums, places of assembly: 1 space per 3 seats</p> <p>b. Theaters (which are not multiplexed), auditoriums, and places of assembly which are included as a component of an existing shopping center which is not a planned commercial development: 1 space per 3 seats</p> <p>c. Multiplex theaters included as a component of an existing commercial shopping center which is not a planned commercial development: 1 space per 4 seats</p>	C
Indoor recreational amusement	1 space per 200 sq. ft. of FA	C
Kennels or stables	1 space per 300 sq. ft. of GFA	N/A
Laboratories	1 space per 200 sq. ft. of GFA	C
Libraries	1 space per 300 sq. ft. of GFA	C
Medical/dental offices & clinics	1 space per 200 sq. ft. of GFA	C
Mini warehouses	See § 16-499(9) for parking and loading requirements	
Motels & hotels	1¼ spaces per guest room, plus 2 spaces for registration office. Floor area devoted to restaurants, lounges and similar ancillary uses shall have parking provided in accordance with parking requirements for each use, as calculated separately. 2 drop-off zone spaces shall also be provided	E
Motor vehicle dealership	1 space per 200 sq. ft. of GFA devoted to offices, display area and customer waiting areas, plus 1 space per 1,000 sq. ft. of GFA devoted to vehicle servicing and repair, body shop, parts storage and sales area and similar accessory uses. Such parking shall be reserved exclusively for personnel and customers	B
Newsstand, retail	1 space per 200 sq. ft. of GFA	B
Nursery, wholesale & retail	1 space per 1,000 sq. ft. of lot area devoted to storage, displays or sales	A
Nursing/convalescent facility	1 space per 3 patient beds	D
Outdoor recreational amusements (miniature golf, garden golf, pitch and putt, tennis facility, driving ranges, & batting cages)	<p>a. Tennis court facilities: 4 spaces per court plus 1 space per 200 sq. ft. of building area</p> <p>b. Miniature golf garden golf and pitch and putt facilities: 1½ spaces per hole plus 1 space per 200 sq. ft. of building area</p> <p>c. Driving ranges: 2 spaces per driving tee plus 1 space per 200 sq. ft. of building area</p> <p>d. Other outdoor recreational uses not set forth in this subsection shall be determined by reasonably applying the requirements stated in Art. VIII to the intended use</p>	N/A
Package liquors, retail	1 space per 200 sq. ft. of GFA	B

Parks/recreation areas, public	1 space per 20,000 sq. ft. of GLA used as park with a minimum of 15 spaces. In addition, if a recreation or multipurpose building is provided, 1 space per 1,000 sq. ft. of GFA	N/A
Planned office park	Minimum number of spaces shall be provided in conformance with professional and office services below	B
Private club	1 space per 50 sq. ft. of GFA. Up to 50% of required parking, excluding handicapped spaces, may use grassed parking spaces constructed and maintained in accordance with § 16-1335(13)	C
Professional office & services	1 space per 200 sq. ft. of GFA	B
Retail establishments manufacturing goods for sale only at retail on the premises	1 space per 200 sq. ft. of GFA	B
Retail outlets including bookstores, card & gifts, hardware, arts & crafts, toys, electronic, jewelry, clothing, shoes, cameras & supplies, sporting goods, leather goods & luggage, record & videotape, musical instruments, home furnishing & appliances, office equipment supplies, pets, auto parts, antiques & similar stores	1 space per 200 sq. ft. of GFA	B
Schools, public and private: In addition to vehicle parking, adequate queuing area shall be provided for student drop-off and pickup so that traffic on adjacent streets is not impacted.		
Elementary and middle	1 space per classroom and other rooms utilized by students, & 1 space per 200 sq. ft. of GFA of office use	C
High school	5 spaces per classroom and other rooms utilized by students, & 1 space per 200 sq. ft. of GFA of office use	
Service establishments including barber & beauty shops, gyms and fitness centers, shoe repair, laundromats, & dry cleaning pick up stations	1 space per 200 sq. ft. of GFA	A
Service establishments for repair of small items including apparel, small business machines & similar uses	1 space per 200 sq. ft. of GFA	A
Service establishments (interior decorator, letter & printing establishments, & similar uses)	1 space per 200 sq. ft. of GFA	C
Shopping center with site plans approved on or before January 1, 1994	1 space per 200 sq. ft. of GFA	B
Tire store	1 space per 200 sq. ft. of GFA	B
Travel agency	1 space per 200 sq. ft. of GFA	N/A
Utility and Communication service, public & private	1 space per 200 sq. ft. of occupied GFA with a minimum of 1 space	B
Variety store, retail	1 space per 200 sq. ft. of GFA	B
Veterinary hospital	1 space per 200 sq. ft. of GFA	N/A

Vocational, trade or business school	1 space per 100 sq. ft. of GFA	C
Warehouse or storage, wholesale	1 space per 2,000 sq. ft. of GFA	B

TABLE 16-1336(c): LOADING SPACE REQUIREMENTS		
A	1 space	
B	Gross floor area (square feet)	Number of loading spaces
	6,000—24,999	1
	25,000—99,999	2
	100,000—171,999	3
	172,000—243,999	4
	244,000—315,999	5
C	1 space for the first 10,000 sq. ft. of gross floor area, plus 1 space per each additional 100,000 sq. ft. of floor area	
D	1 space per 50 patient beds	
E	If restaurant is provided within motel or hotel, loading spaces required in accordance with restaurant use	

Notes:

1. GFA, Gross Floor Area
2. GLA, Gross Land Area

Sec. 16-1337. Parking and loading space dimensions.

The minimum size of any parking and loading space shall be in accord with the following Tables 16-1337(a), 16-1337(b), and Figure 16-1337:

TABLE 16-1337(a): PARKING DIMENSIONS								
Parking Angle A	Stall Width ² B	Stall Depth C	Aisle Width D	Curb Length E	Wall to Wall Width F	Interlock to Interlock Width G	Stall Depth to Interlock H	Land Use ¹
45	9'0"	17'6"	12'0"	12'6"	47'0"	44'0"	15'6"	general and residential ⁵
	9'6"	17'6"	12'0"	13'6"	47'0"	44'0"	15'6"	Retail
	10'0"	17'6"	12'0"	14'0"	47'0"	44'0"	15'6"	unspecified ⁴
	12'0"	17'6"	12'0"	17'0"	47'0"	44'0"	15'6"	handicapped
60	9'0"	19'0"	16'0"	10'6"	55'0"	52'0"	17'6"	general and residential ⁵
	9'6"	19'0"	15'0"	11'0"	54'0"	51'0"	17'6"	retail
	10'0"	19'0"	14'0"	11'6"	53'0"	50'0"	17'6"	unspecified ⁴
	12'0"	19'0"	14'0"	14'0"	53'0"	50'0"	17'6"	handicapped
70	9'0"	19'6"	19'0"	9'6"	58'0"	56'0"	18'6"	general and residential ⁵
	9'6"	19'6"	18'0"	10'0"	57'0"	55'0"	18'6"	retail
	10'0"	19'6"	17'0"	10'6"	56'0"	54'0"	18'6"	unspecified ⁴
	12'0"	19'6"	17'0"	12'6"	56'0"	54'0"	18'6"	handicapped

Deletions are marked with a ~~strike through~~, and additions are marked with an underline.

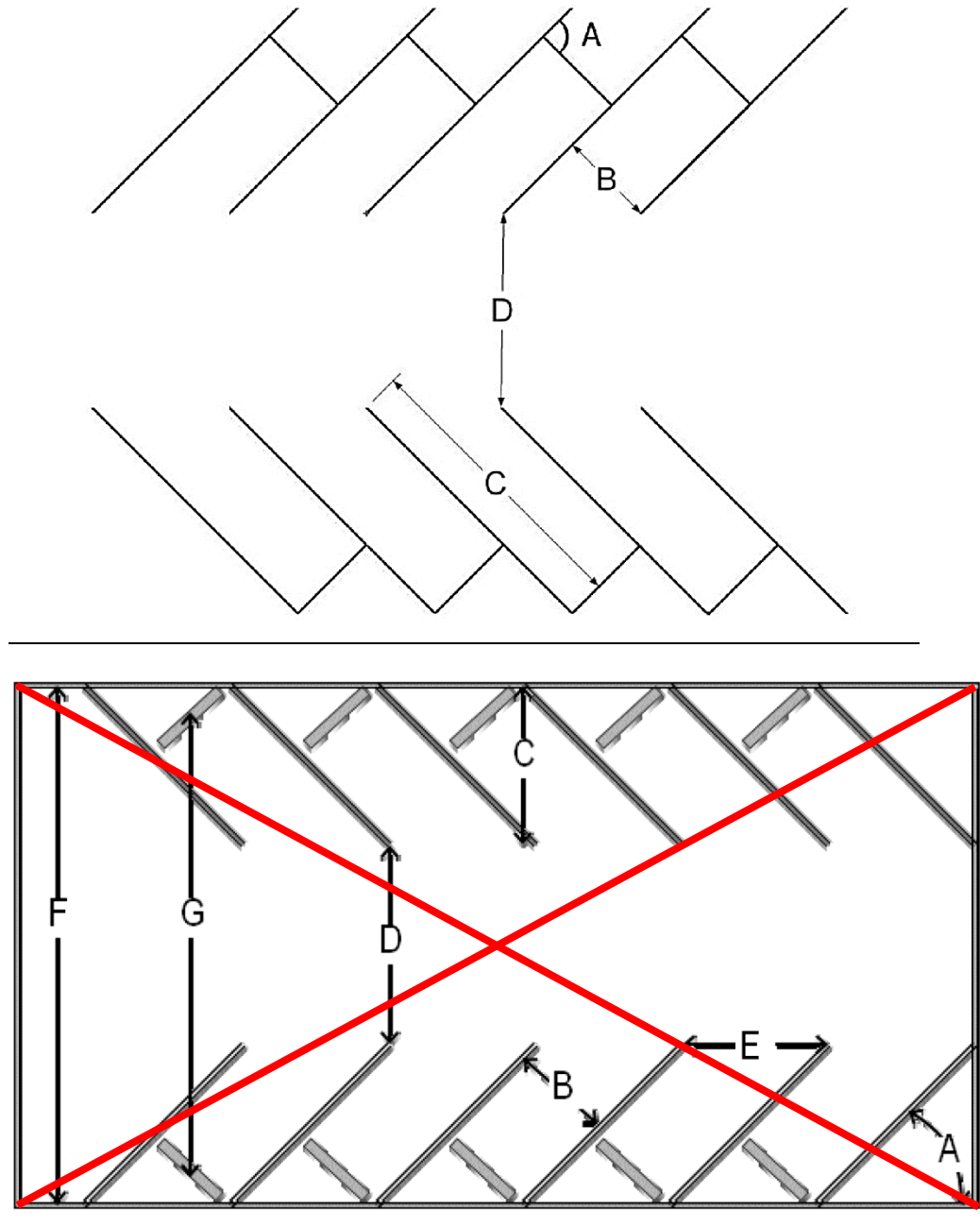
75	9'0"	19'6"	23'0"	9'6"	62'0"	60'0"	18'6"	general and residential ⁵
	9'6"	19'6"	22'0"	10'0"	61'0"	59'0"	18'6"	retail
	10'0"	19'6"	21'0"	10'6"	60'0"	58'0"	18'6"	unspecified ⁴
	12'0"	19'6"	21'0"	12'6"	60'0"	58'0"	18'6"	handicapped
80	9'0"	19'6"	24'0"	9'0"	63'0"	62'0"	19'0"	general and residential ⁵
	9'6"	19'6"	23'0"	9'6"	62'0"	61'0"	19'0"	retail
	10'0"	19'6"	22'0"	10'0"	61'0"	60'0"	19'0"	unspecified ⁴
	12'0"	19'6"	22'0"	12'0"	61'0"	60'0"	19'0"	handicapped
90	9'0"	18'6"	24'6"0"	9'0"	63'0"	63'0"	18'6"	general and residential ⁵
	9'6"	18'6"	25'0"	9'6"	62'0"	62'0"	18'6"	retail
	10'0"	18'6"	24'0"	10'0"	61'0"	61'0"	18'6"	unspecified ⁴
	12'0"	18'6"	24'0"	12'0"	61'0"	61'0"	18'6"	handicapped

Type	Width	Depth
Parallel parking spaces	10'	24'
Compact parking spaces ^{1, 2}	8'6"	16'
Designated Loading spaces ^{2, 3}	15'	35'

Notes:

1. The term "general" land use shall apply to all commercial uses, except retail and fast food restaurants, and to residential uses with shared parking areas.
- ~~1.~~ 2. Compact spaces only are allowed where permitted by this Code. Each space shall be clearly marked through the use of signage and pavement markings that the space is for compact vehicles only.
- ~~2.~~ 3. The minimum width of any designated loading space may be reduced to twelve (12) feet as long as the loading area provided is a minimum of 525 square feet. Additional loading spaces contiguous to and not separated from the first loading space may be a minimum of twelve (12) feet in width. An area equal to the width and length of the loading space shall be provided for vehicular maneuvering directly behind the loading space it is intended to serve.
- ~~3.~~ 4. ~~The ten (10) foot wide parking space is optional for any development.~~ A minimum twelve (12) foot wide stall width is required for parking spaces for the disabled.
- ~~4.~~ 5. A minimum twelve (12) feet in net width of parking space clear of obstructions is required for any single vehicle garage and a minimum nineteen (19) feet in net width of parking space clear of obstructions is required for any two (2) vehicle garage. A minimum nineteen (19) feet in net depth of parking space clear of obstructions is required for all vehicle garages.
- ~~5.~~ 6. Bicycle parking shall be provided for development in accordance with section 16-1335(21).

FIGURE 16-1337: PARKING DIMENSIONS



Sec. 16-1338. Queuing requirements.

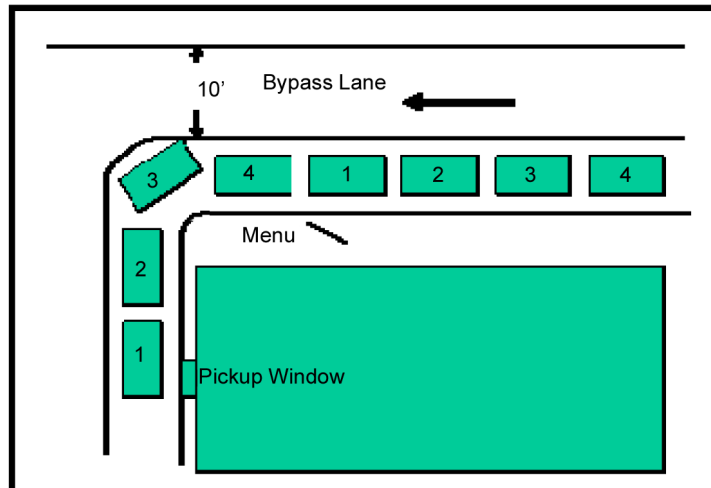
Requirements for drive-thru establishments are as follows:

- (1) Each queuing lane must be clearly designed and constructed so as not to conflict or interfere with ingress or egress from the site or with other traffic using the site. A queuing lane shall not share circulation with an access aisle.
- (2) Bypass lanes shall be provided as follows:

- a. Drive thru uses, excluding automated stand-alone car wash facilities, shall provide a continuous bypass lane with a minimum width of ten (10) feet, allowing vehicles to navigate around the drive-through facility without entering the drive-through lane, as illustrated in Figure 16-1338. The bypass lane may share space with a drive aisle.
 - b. Automated stand-alone car wash facilities shall provide a point of bypass with a minimum width of ten (10) feet between the pay station and automated car wash tunnel.
- (3) Each queuing space shall be a minimum of ten (10) feet in width and twenty (20) feet in depth.
- (4) The minimum number of queuing spaces, including the vehicle being served, shall be provided in accordance with Table 16-1338 and Figure 16-1338.

TABLE 16-1338: QUEUING REQUIREMENTS	
Use	Minimum Number of Queuing Spaces Required
Bank/financial institution	
1—5 teller lanes	5 per lane
6 or more teller lanes	3 per lane
Drive-thru restaurant (see Figure 16-1338 below)	
Before menu board	4
Between menu board and pickup window	4
Car wash	4
Oil change facility and retail commercial	4
Pharmacy	4
Gasoline pump at convenience store/service station	20 feet of queuing from each end of pump island

FIGURE 16-1338: DRIVE-THRU QUEUING

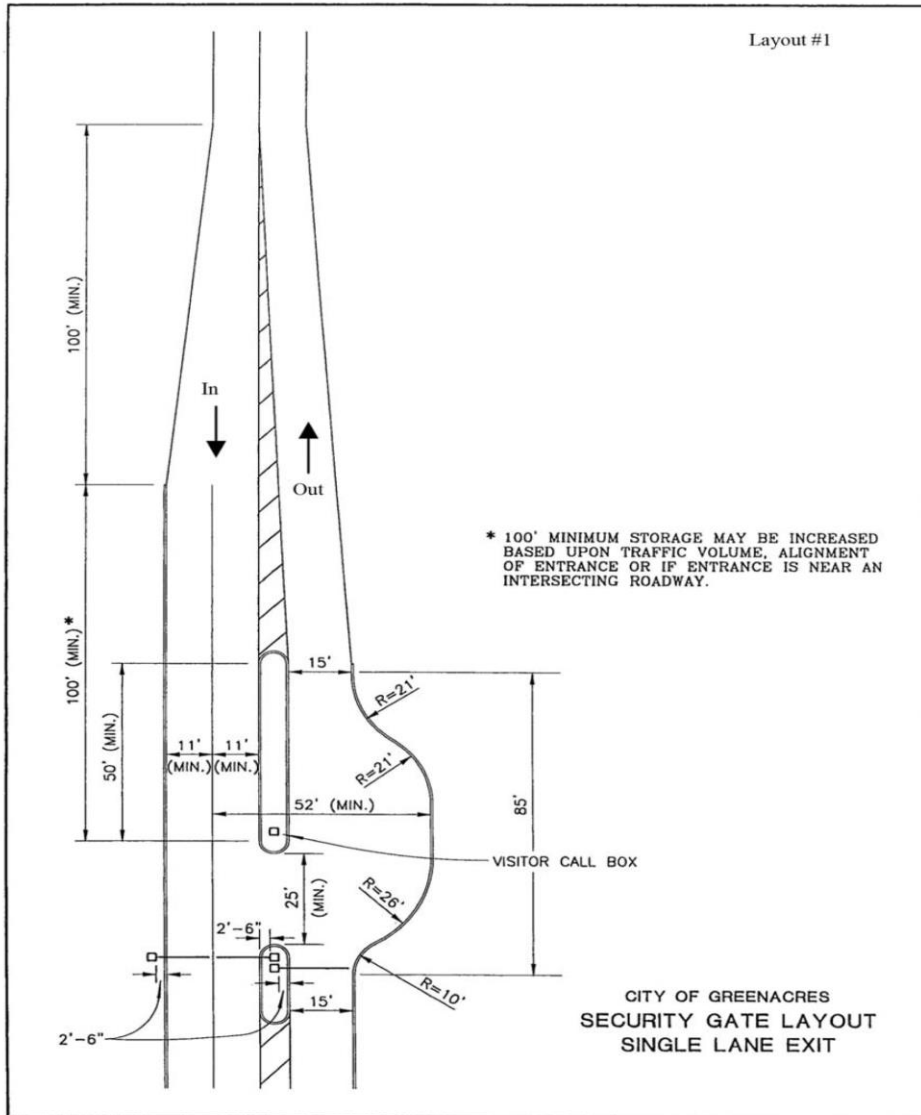


- (5) If the Development and Neighborhood Services ~~planning and engineering~~ department should determine, based upon the proposed traffic generation of a particular site, site design, or site location that additional queuing spaces are necessary, such additional spaces shall be provided in accordance with this code.
- (6) If the Development and Neighborhood Services ~~planning and engineering~~ department should determine, based upon the proposed traffic generation of a particular site, site design, or site location that a reduction in the number of queuing spaces would not adversely affect traffic circulation, or create a traffic hazard, the number of spaces may be reduced accordingly.

Sec. 16-1339. Vehicular ingress and egress requirements.

- (1) Entrances and exits connecting parking areas with public streets shall be located in such a manner as to limit any interference with the traffic flow on any adjacent street and adequately serve the site. The number, location, and size of all entrances and exits shall be provided in accordance with these provisions, the recommendations of the appropriate city officials including the city engineer, and all regulations from the applicable entities~~city codes and regulations~~.
- (2) The minimum width of any accessway shall be fifteen (15) feet for one-way traffic flow and twenty-five (25) feet for two-way traffic flow.
- (3) New entry gates installed in the city, whether for new developments or as a retrofit in existing developments, shall comply with the following requirements:
 - a. At a minimum, the entry gate area shall provide adequate turnaround space as depicted in both Layouts 1 and 2, Figure 16-1339(3)(a) and Figure 16-1339(3)(b), respectively.
 - b. The attached drawings do not depict medians or other separators between the inbound traffic lanes. If such separators exist or are proposed, one (1) of the inbound lanes shall be a minimum of twenty (20) feet wide and shall have an unobstructed vertical clearance of not less than fourteen (14) feet to provide adequate entry for emergency vehicles.
 - c. An entry gate configuration different from that depicted in Layouts 1 or 2, Figure 16-1339(3)(a) and Figure 16-1339(3)(b), respectively, may be allowed if it provides equivalent maneuvering and safety and has been approved by the city's traffic engineering consultant. This includes the use of gates that open automatically using a pavement loop or other sensor and do not require any action by the driver to achieve entry.
 - d. A Knox key switch keyed to the City of Greenacres system shall be provided on the driver's side of the widest inbound lane. This switch shall activate the gates to provide the widest opening possible. If double gates block the inbound lane, it shall open both gates. If gates are in series, it shall open all gates in the series to provide rapid access.

FIGURE 16-1339(3)(a): SECURITY GATE SINGLE LANE LAYOUT



- (3) All parking and loading area projects requiring official action shall require that the owner (or authorized agent) notify the city to perform a final inspection of the project. The city shall inspect all parking and loading areas to determine if the provisions and requirements of this section and all other applicable codes have been met.

Secs. 16-1341—16-1355. Reserved.

Section 5. Repeal of Conflicting Ordinances

All other ordinances or parts thereof or parts of the Code conflicting or inconsistent with this ordinance are hereby cancelled, repealed or revised to be consistent with provisions and elements of this Ordinance.

Section 6. Severability

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

Section 7. Inclusion in 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 8. Effective Date

The provisions of this Ordinance shall become effective upon adoption.

Passed on the first reading this __ day of November 2024.

PASSED AND ADOPTED on the second reading this __ day of December 2024.

Chuck Shaw, Mayor

Voted:
Judith Dugo, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

ZTA-24-07 (Ordinance 2024-19)
Date: October 11, 2024

Revised: 10/17/2024



DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

I. Project Description:

Applicant: City of Greenacres

Request: City-initiated Zoning Text Amendments (ZTA) pertaining to modifications of Chapter 16 regulations for off-street parking, loading, outdoor lighting, and front yard fences, as well as Chapter 14 regulations for the parking of motor vehicles, boats, and trailers. The Chapter 16 amendments generally focus on enhancing the safety, functionality, and visual quality of parking and loading areas, revising the siting and design of fences to align with neighboring standards, and separating outdoor lighting regulations for clearer guidance and reduced impacts on adjacent properties, human health, and the night sky. The Chapter 14 amendments generally expand the definition of commercial vehicle for comprehensive coverage and aligns residential parking regulations with right-of-way restrictions for consistency in length. These modernized standards promote efficient land use, safeguard public safety, and preserve the city's visual character while supporting current and future development.

Project Manager: Gionni Gallier, Senior Planner

II. Proposed Zoning Code Amendments:

Overview of Proposed Code Amendments:

- **For Chapter 14**
 - **Definitions (Section 14-25)**
 - Within the Chapter 14 definitions, we expanded the definition of commercial vehicle to truly capture the full extent of commercial vehicles, ensuring clarity and enforceability. The expanded definition is to close loopholes and provide the clarity needed for enforcement, ensuring that no commercial vehicle falls outside the regulatory scope.
 - **Parking of motor vehicles, boats and trailers (Section 14-28)**
 - Within the section for parking on private property in residential zoning districts or residential property within mixed-use and commercial zoning districts. The parking of motor vehicles is allowed on private property in residential zoning districts or residential property within mixed-use and commercial zoning

districts, (Section 14-28(b)(1)), we have revised the language to limit the overall height to 9 feet and also be more in line with the current regulations in Section 14-28(a) regarding the length of vehicle allowed to park in the right of way. The updated language would make it the same length restriction for parking on private property and parking within the right of way.

- **For Chapter 16**

- **Fencing (16-630(h))**

- For fences in the front yard, we have revised to allow 4ft, currently it is limited to 4ft for chain link fences and 3ft for all other fences.
 - In review, this update aligns Greenacres with neighboring municipalities and county standards, where 4 feet or 48 inches is commonly allowed in front yards.
- We are proposing removing the exclusion for single family and duplexes from the black or green vinyl coating. All chain link fences would require black or green vinyl coating to enhance visual coherence and durability.

- **Article VIII, Off-Street Parking and Loading Regulations**

- **Internal Circulation (Section 16-1335(3))**

- Added a requirement for site & development plans to specifically demonstrate the safety of all users and address any conflict zones to provide comprehensive protection to all users.

- **Landscape Islands (Section 16-1335(5))**

- Revised the maximum required number of parking spaces allowed before requiring an interior landscape divider from 15 parking spaces to 10 parking spaces.
- Clarified language to require a 7-foot minimum landscape divider now after every fourth row of parking spaces or the second parking aisle and between any adjacent vehicular use areas such as drive aisles.

- **Loading Areas (Section 16-1335(6))**

- Introduced language to allow flexibility for cases where traffic generation, site design, and supporting technical data demonstrate that an alternative loading area will not adversely impact traffic circulation or create a traffic hazard, an alternative loading solution may be permitted in lieu of a designated loading space.

- **Lighting (Section 16-1335(15) and creating Division 12, Section 16-767 Outdoor Lighting)**

- The lighting standards are being removed from the parking regulations and being given its own section to provide clearer, more focused guidance on outdoor lighting.
- In this updated section, we have provided a purpose and intent, clarified the requirements for photometric plans, updated standards related to the measurement of lighting and that outdoor lighting be Dark Sky certified and utilize full cutoff luminaries.

- Included new standards requiring thoughtful lighting design that integrates harmoniously with the overall site aesthetics, using careful selection of style, material, and color to complement the architectural design and enhance public spaces
- **Drainage (Section 16-1335(16))**
 - Included a provision that stormwater should be directed into pervious areas to minimize runoff and maximize infiltration on-site as part of the overall stormwater management plan, in alignment with the City's broader sustainability goals and in conjunction with the use of Low Impact Development practices.
 - This links to our section 12-58 Drainage provision where “runoff from roads, parking lots, roofs and other impervious surfaces should be directed over areas where percolation into the soil can be accomplished prior to introduction into any storm sewer or other receiving facilities.”
- **Curbs and wheel-stops (Section 16-1335(18))**
 - Per our prior discussions, including input from the City Engineer, the allowable vehicle overhang has been proposed to be reduced from 2.5 feet to 2 feet. This overhang will only be permitted over sod areas, with the removal of the current allowance for overhang onto sidewalks.
- **Shared Parking (Section 16-1335(20))**
 - We have revised shared parking to be for Mixed-Use and Commercial zoning districts and added findings to clarify the conditions that would need to be met for shared parking to be approved. In short, the shared parking should be easily accessible to the uses, the uses have different peak demands, results in reduced vehicle movements, and the design of the parking area improves circulation, access, stormwater management, landscaping, and safety.
- **Bicycle parking (Section 16-1335(21))**
 - Revised the bicycle parking section mainly to incorporate specific standards for bicycle parking, including the design of typical bike racks.
- **Commercial Business or Service Vehicles (Section 16-1335(22))**
 - Allow commercial vehicles to be parked overnight in commercial zoning districts and mixed-use zoning districts developed with a nonresidential use in designated parking spaces on the same property as an associated business with an active BTR, provided they fit safely within designated standard parking spaces, do not restrict ingress/egress, create traffic or safety hazards, or obstruct adjacent property access. The provision aims to balance the operational needs of businesses with community safety and visual quality.
 - Screening from public rights-of-way is also required.
 - Commercial vehicle parking shall not exceed fifteen (15) percent of required parking on-site.

- **House of Worship (Section 16-1336(b))**
 - The language proposed for the House of Worships is intended to have a more accurate calculation of the necessary parking spaces based on the actual uses of the facility. By aligning parking space calculations with actual usage, the City ensures that parking demand is accurately reflected in development requirements.

III. Staff Analysis:

Background:

This Zoning Text Amendment is at the request of the City's Development and Neighborhood Services Department to modify regulations in Chapter 16 regarding off-street parking, loading, outdoor lighting, and front yard fences, as well as in Chapter 14, which governs parking for motor vehicles, boats, and trailers. The primary objective of these changes is to modernize the city's regulations to better meet evolving community needs and enhance the functionality and visual compatibility of developments with surrounding land uses. The updated outdoor lighting regulations have been separated from parking requirements to provide clearer guidance with new lighting standards to minimize light pollution, safeguard public health, and protect adjacent properties by incorporating Dark Sky principles and requiring the use of full-cutoff luminaires. The updates promote better integration of development standards with the city's goals of maintaining an attractive, functional, and safe urban environment. The revisions provide clearer standards for the design of parking and loading areas, improving pedestrian and vehicular safety by ensuring proper circulation and reducing potential hazards by requiring plans to specifically address conflict zones between all users. The updates support the Comprehensive Plan's goals for preserving the city's visual character and environmental quality. By addressing light pollution through modernized outdoor lighting standards these changes help protect the night sky and ensure that developments are visually compatible with surrounding areas.

Development Review Committee Staff Comments:

The petition was reviewed by the Development Review Committee on July 18, 2024, and on _____ recommended for approval.

Planning, GIS, and Engineering Division:	Recommended for approval
Building Division:	Recommended for approval
Fire Rescue Department:	Recommended for approval
PBSO District 16:	Recommended for approval
Public Works Department:	Recommended for approval
Community and Recreation Services Dept:	Recommended for approval

IV. Zoning Text Amendment Criteria:

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

The principal intent of these proposed text amendments is to modernize and clarify the regulations for off-street parking, loading, and outdoor lighting, as well as the parking of motor vehicles, boats, and trailers. These amendments aim to enhance public safety, ensure functional and efficient land use, and maintain aesthetic compatibility with surrounding developments. By addressing critical areas such as parking design, promoting pedestrian and vehicular safety, and protecting adjacent properties from potential nuisances like light pollution, these updates address evolving community needs, improve clarity in enforcement, and ensure that current development practices reflect best planning practices. Outdoor lighting is increasingly recognized as a significant factor in promoting community well-being and environmental quality. The amendments aim to mitigate any negative impacts from outdoor lighting on adjacent properties by separating the lighting regulations from the parking regulations and further enhancing the outdoor lighting regulations. As the City of Greenacres continues to evolve, it is essential that our zoning regulations keep pace with the dynamic needs of the community, ensuring functionality, and environmental sustainability. These revisions will ensure that the city's regulations remain relevant, enforceable, and beneficial to public health, safety, and welfare.

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

The proposed amendments directly align with and further the goals, objectives, and policies of the City's Comprehensive Plan and will further the purposes of the City's Zoning Code regulations and other City Codes. Specifically, these changes further the City's goals for well-managed growth, sustainable land use, and the promotion of safe, accessible, and aesthetically pleasing environments. The amendments contribute directly to improving the quality of life for residents by enforcing higher standards for parking, loading, and lighting that ensure safer, more functional, and aesthetically compatible developments. The focus on improving pedestrian safety within parking and loading areas also aligns with the Comprehensive Plan's emphasis on fostering a walkable, people-oriented urban environment. By revising regulations around parking design, fencing, and outdoor lighting, the city fosters an urban environment that is both well-maintained and aligns with our long-term planning goals. In particular, updated lighting standards will help reduce light pollution, protect adjacent properties, and enhance both pedestrian and vehicular safety, further supporting the city's goals for creating a sustainable and attractive community.

V. Staff Recommendation:

Approval of ZTA-24-07 through the adoption of Ordinance 2024-19.

PLANNING & ZONING BOARD OF APPEALS – October 17, 2024

The Planning and Zoning Board of Appeals on a motion made by Board Member Litowsky and seconded by Board Member Edmundson, by a vote of five (5) to zero (0) recommended approval of Zoning Text Amendment **ZTA-24-07** (*Chapter 16 Parking & Loading, outdoor lighting, fences and Chapter 14 Parking of motor vehicles, boats, and trailers*) as presented by staff.

CITY COUNCIL ACTION First Reading

CITY COUNCIL ACTION Adoption Hearing

Attachments:

1. Ordinance 2024-19



ITEM SUMMARY

MEETING DATE: November 18, 2024
FROM: Christy Goddeau, City Attorney’s Office
SUBJECT: Ordinance No. 2024-____ Facilities Rules and Trespass Warnings

BACKGROUND

This past legislative session (2024), the Florida Legislature passed House Bill 1365, which became effective on October 1, 2024. House Bill 1365 prohibits local governments from allowing persons to lodge or reside overnight on any public property including, but not limited to, any public building or its grounds and any public rights-of-way under the applicable local government’s jurisdiction. House Bill 1365 is codified at section 125.0231, Florida Statutes, and applies to both municipalities and counties.

Commencing January 1, 2025, a resident, business owner or the Florida Attorney General may bring a civil action in court against the City to enjoin a violation of section 125.0231’s public lodging prohibition. Prior to filing such civil action, the City must be provided with a written warning and afforded at least five (5) business days to cure the alleged violation. If the City fails to take all reasonable actions to cure the alleged violation, the civil action may be filed and proceed. If a resident or business owner prevails in their civil action under section 125.0231, the City would be responsible for their costs, expenses and reasonable attorney’s fees.

The proposed Ordinance clarifies the City’s existing prohibition on public lodging and establishes new facility rules for City facilities. The proposed Ordinance also creates a means of enforcement through trespass warnings and the right to appeal such trespass warnings.

The City and the Palm Beach County Sheriff’s Office have collaborated in the drafting and review of this Ordinance.

ANALYSIS

The proposed Ordinance is believed to be in the best interests of the City and provides additional tools for the City to comply with section 125.0231, Florida Statutes.

FINANCIAL INFORMATION

Not applicable at this time.

LEGAL

City Attorney has reviewed the proposed Ordinance for legal sufficiency and compliance with the law.

STAFF RECOMMENDATION

Staff is recommending approval of the Ordinance.

ORDINANCE NO. 2024-28

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 9 “MISCELLANEOUS OFFENSES,” ARTICLE I “IN GENERAL,” DIVISION 1 “GENERALLY,” SECTION 9-9 “PROHIBITION OF LODGING ON PUBLIC LANDS OR IN THE OPEN,” TO INCLUDE ISSUANCE OF A TRESPASS WARNING AS A POSSIBLE CONSEQUENCE FOR VIOLATION OF THIS SECTION; AMENDING CHAPTER 11 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES,” ARTICLE I “IN GENERAL” SECTION 11-4 “ADMINISTRATION OF PROVISIONS” TO CLARIFY WHO ADMINISTERS THE PROVISIONS OF THIS CHAPTER, ADDING SECTION 11-7 “FACILITY RULES,” AND ADDING SECTION 11-8 “TRESPASS WARNINGS ON PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC;” PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council seeks to maintain a safe and orderly environment on public property that is conducive to the designated use of the areas and to the efficient rendering of public services; and

WHEREAS, the City Council desires to clarify that sleeping overnight on public benches, streets, alleys, or any other public area within the City limits is prohibited; and

WHEREAS, the City Council desires to enact rules of conduct pertaining to the interior spaces of all City-owned, controlled, and leased buildings; and

WHEREAS, the City Council finds that the presence of individuals who violate federal law, state statutes, or City ordinances, rules, or regulations on City-owned, controlled, and leased property hinders the efficient rendering of public services and creates a threat to the public safety and welfare; and

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WHEREAS, the City Council desires to issue trespass warnings of limited duration and scope to individuals who are acting in violation of federal, state, or local laws while on City-owned, controlled, and leased property; and

WHEREAS, the City Council desires to provide consistency and uniformity for the issuance of these trespass warnings; and

WHEREAS, the City Council desires to create process for individuals to appeal these trespass warnings; and

WHEREAS, the City Council further desires that these trespass warnings be enforced by the appropriate law enforcement agency; and

WHEREAS, the City Council has reviewed this proposed Ordinance and has determined that this Ordinance serves a public purpose and is in the best interests of the public health, safety and/or welfare of the City.

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

SECTION 1. The foregoing recitals are hereby fully incorporated herein by reference as true and correct legislative findings of the City Council of the City of Greenacres and necessary and consistent with the City's rightful exercise of its police powers.

SECTION 2. The City of Greenacres Code of Ordinances, Chapter 9 "Miscellaneous Offenses," Article I "In General," section 9-9 "Prohibition of lodging on public lands or in the open," is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 9-9. - Prohibition of lodging on public lands or in the open.

(a) No person shall at any time lodge or sleep overnight upon public benches, streets, alleys or any other public lands or real property within the city limits of the city nor shall any individual lodge in or sleep overnight, on or about any automobile, truck, camping or recreational vehicle

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or similar vehicle parked upon any public street, public way, right-of-way, parking lot or other public property within the city limits without the consent of such governmental owner, its tenant or its duly authorized agent in charge thereof, authorizing, licensing, or inviting such person to do so.

(b) Public lands or real property for the purposes of this section shall be defined to mean and include, but not be limited to, public streets, roads, highways, swales, drainageways, alleyways and other right-of-ways, public parks, parkways, open spaces, conservation and preservation areas, recreational land and parking lots, including any buildings or structures located thereon.

(c) It shall be unlawful for any person at any time to occupy, lodge, or sleep in the open on private property, in vacant lots, in or under any bridge or structure, without owning the same or without permission of the owner or person entitled to possession of same

(d) Pursuant to section 11-8, a trespass warning may be issued to any person who violates paragraph (a) of this section except that a person may not be trespassed from any public street that is a required and necessary public street for that person's lawful travel needs within the city.

SECTION 3. The City of Greenacres Code of Ordinances, Chapter 11 "Streets, Sidewalks And Other Public Places," Article I "In General," section 11-4 "Administration of provisions," is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 11-4. - Administration of provisions.

Unless otherwise indicated, ~~The City engineer~~manager or his designee shall administer the provisions of this chapter.

SECTION 4. The City of Greenacres Code of Ordinances, Chapter 11 "Streets, Sidewalks and Other Public Places," Article I "In General," is hereby amended to add sections 11-7 "Facility Rules" and 11-8 "Trespass Warnings on Public Property and Other Property Generally Open to the Public" as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 11-7. - Facility rules.

(a) The following conduct is prohibited within the interior spaces of all city-owned, controlled, and leased buildings:

- (1) Engaging in any conduct prohibited by federal, State of Florida, or City of Greenacres law.

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- (2) Smoking, chewing tobacco, use of e-cigarettes or vaping devices, or carrying any lighted or smoldering pipe, cigar, or cigarette.
- (3) Disruptive, harassing, or unsafe behavior, including, but not limited to, conduct which interferes with city employees or city officials in the performance of their duties, or interferes with the proper use of the city facility by others.
- (4) Abusive or harassing behavior, including, but not limited to, use or display of obscene language, gestures, or graphics.
- (5) Blocking entrances, exits, fire exits, access areas, or otherwise interfering with the provision of services or the use of city facilities.
- (6) Entering or remaining in nonpublic areas without authorization. Areas inside city buildings, including offices, hallways, stairways, and elevators are open to the public only to the extent necessary to attend to city business, or for attending a city-authorized function, event, or activity to which the person is an invitee, or attending a duly noticed public meeting. Otherwise, such areas are deemed nonpublic areas.
- (7) Any act which could result in substantial risk of harm to persons or property.
- (8) Disrupting city business, events, or other city sponsored or authorized activities.
- (9) Leaving unattended packages, backpacks, luggage, or other personal items. Any such items are subject to immediate confiscation.
- (10) Laying down or sleeping in chairs, benches, or otherwise.
- (11) Possession of illegal drugs.
- (12) Posting or affixing to city facilities, without permission from the city manager, or his/her designee, any signs, leaflets, posters, flyers, pamphlets, brochures, and written, pictorial, or graphic material of any kind.
- (13) Tampering with or unauthorized use of building or facility systems or devices, including electrical, plumbing, locks, doors, or cameras. Use of the city electric vehicle charges shall be in accordance with posted rules at each charging station.
- (14) Improper use of amenities at public facilities, including but not limited to, using sinks to bathe or shower.
- (15) Audio and/or video recording anywhere inside of city facilities except during duly noticed public meetings, or as otherwise approved by the city manager, or his/her designee. Except as otherwise approved by the city manager, or his/her designee, audio and/or video recording may only be conducted within the city council chamber, and any room, or office within which said activity has been authorized by law. Any person found to be conducting audio and/or video recording except as authorized by herein, must cease doing so immediately if any visitor, city employee or city official expresses his/her desire

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not to be recorded. This rule does not apply to audio and/or video recording performed by authorized law enforcement personnel engaged in the performance of their official duties. Audio and/or video recording of public meetings must be undertaken in a quiet and orderly manner so as not to interfere with the conduct of the meeting, block the view of any person attending the public meeting, or block any aisle, row, ingress or egress.

(16) Remaining in a city facility after posted hours of operation or after the conclusion of an authorized "after hours" public meeting or event.

(17) Failure to cease conduct specifically prohibited in items (a) through (o) above immediately after a request by city employee(s) or the city's law enforcement officers to do so.

(b) This section may be enforced by the city manager or designee or the city's law enforcement officers.

Sec. 11-8. - Trespass warnings on public property and other property generally open to the public.

(a) A trespass warning may be issued by the city manager or designee, or deputies of the Palm Beach County Sheriff's Office, to any individual who violates any federal law, state law, or city ordinance, rule, or regulation, which violation was committed while on or within any city-owned, controlled, and leased buildings, or outdoor area that is open to the general public, including municipal parks. The trespass warning shall be limited to the specific property where the violation occurred.

(b) Trespass warnings shall be in writing and issued for a period not to exceed two years.

(c) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the form to initiate the appeal.

(d) Any person found on or within any city-owned, controlled, and leased buildings, or outdoor area, including municipal parks, in violation of a trespass warning issued in accordance with this section may be arrested for trespassing, except as otherwise provided in this section.

(e) The city manager or designee may upon request authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(f) This section shall not be construed to limit the authority of any city employee or official or deputies of the Palm Beach County Sheriff's Office to issue a trespass warning to any person for any lawful reason on any city-owned, controlled, and leased buildings, or outdoor area, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee, official or deputy. Trespass warnings

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issued by a city employee or official shall be issued in the presence of a deputy of the Palm Beach County Sheriff's Office.

(g) This section shall not be construed to limit the authority of deputies of the Palm Beach County Sheriff's Office to arrest or cite individuals for the violation of any section of the city's Code of Ordinances or the Florida Statutes.

(h) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal the issuance of the trespass warning as follows:

(1) An appeal of the trespass warning must be filed, in writing, with the code compliance department within ten (10) days of the issuance of the warning. The request shall include the appellant's name, date of issuance of trespass warning, and the appellant's current telephone number and mailing address. The city will mail the notice of hearing by regular mail to the mailing address provided. No fee shall be charged for filing the appeal.

(2) Appeals shall be heard by a special magistrate with whom the city contracts to provide this service. The special magistrate appointed to hear code compliance hearing may be used to conduct these hearings.

(3) If the appellant fails to contest the trespass warning within the time afforded by the trespass warning, or if the appellant fails to appear at the special magistrate hearing, the appellant shall have waived all rights to a hearing.

(4) The special magistrate shall hold the hearing as soon as possible. In no event shall the hearing be held later than 40 days from the filing of the appeal.

(5) Each case before a special magistrate shall be presented by the city attorney or by a member of city staff.

(6) All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(7) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein.

(8) If the special magistrate determines the trespass warning was properly issued, the appellant shall be responsible for the administrative costs of the hearing. All costs shall be paid within thirty (30) days. Failure to timely pay the costs will result in the costs being added to any future service fee, permit fee, or other amount owed to the city.

(9) The decision of the special magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. An aggrieved party, including the local governing body, may appeal a final administrative order of a special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review

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of the record created before the special magistrate. An appeal shall be filed with thirty (30) days of the execution of the order to be appealed. The city attorney or designee is hereby authorized to defend such appeals on behalf of the city and/or special magistrate.

(10) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

(11) This section applies retroactively.

(i) Nothing in this section shall be construed to limit the City's ability to trespass any individual from any city-owned, controlled, or leased property that is not open to the public.

(j) Enforcement of trespass warning. Deputies of the Palm Beach County Sheriff's Office may enforce any violation of a trespass warning by means of Florida Statutes sections 810.08 and 810.09.

SECTION 5. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. Codification. The sections of the Ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

SECTION 8. Effective Date. The provisions of this Ordinance shall become effective immediately upon adoption.

Passed on the first reading this _____ day of _____ 2024.

[Signatures follow on the next page].

Ordinance No. 2024-28 | Facility Rules and Trespass Warnings

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

Chuck Shaw, Mayor

Voted:
Judith Dugo, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: November 18, 2024

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Ord. No. 2024-29 Budget Adjustment – 304 Electric Vehicle and 306 Youth Program Bldg.

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 under-budget of the Electric Vehicle and Youth Program Building Project. This affects Reconstruction and Maintenance (304) fund and the American Rescue Plan (306) fund.

Reconstruction and Maintenance (304) fund requires a budget adjustment from fund balance in the amount of \$48,000. The City was awarded a grant to purchase a e-vehicle and solar park lights. The vehicle was budgeted in 2024 for \$40,000. A purchase order was not completed, therefore the funds did not carryover to budget year 2025. The revenue was budgeted in the 2025 Budget for \$40,000 grant funds but not the expense. The price of the vehicle increased to around \$48,000. The adjusted increase will be for \$48,000 to account 304-40-42-64-20 CIP-088 Vehicle replacement program.

American Rescue Fund – Youth Program (306) fund requires a budget adjustment from fund balance of \$745,000. This adjustment includes: \$700,000 for grant expense not budgeted, revenue for the grant was budgeted, \$35,000 is for engineering / compliance to building code, and \$10,000 for permitting.

ANAYSIS

Ordinance 2024-29 is to authorize the net budget adjustment for the total amount of \$793,000 that documents the movement of the funds from the two CIP funds to cover the unbudgeted item.

FINANCIAL INFORMATION

The proposed ordinance increases the expenditures by \$793,000 in FY 2025, with a net effect of \$793,000.

LEGAL

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

STAFF RECOMMENDATION

Approval of Ordinance 2024-29.

ORDINANCE NO. 2024-29

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, 2024, AND ENDING SEPTEMBER 30, 2025, 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 2024/2025 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, and expenditures in the Youth Building (306) 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, 2024, through September 30, 2025, 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 18th day of November 2024.

Voted:

Chuck Shaw, Mayor

John Tharp, Council Member, *District*

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

FYE 9/30/2025
Exhibit "A"

		Increase (Decrease)
Expense		
Vehicle replacement Program	304-40-42-64-20	\$ 48,000
304 Fund Balance		(\$ 48,000)
304 Net Fund(s) Balance Change		(\$ 48,000)
 Expense		
CIP 236 Youth Building	306-60-42-62-43	\$ 745,000
306 Fund Balance		(\$ 745,000)
306 Net Fund(s) Balance Change		(\$ 745,000)



ITEM SUMMARY

MEETING DATE: November 18, 2024

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

SUBJECT: **Plat Approval for Blossom Trail (SP-20-03)**
Resolution 2024-65
 Blossom Trail

BACKGROUND

The Blossom Trail (aka Nash Trail) project was approved on January 3, 2022, through Resolutions 2021-30 and 2021-31 and is to be located on the west side of Haverhill Road, north of Nash Trail, south of the Lake Worth Drainage District L-15 Canal, and east of 52nd Drive South. The project will consist of seventy-six (76) Single-Family homes with a Zero-Lot Line design and 154 townhouse units, all within a Planned Unit Development (PUD) on a 33.06-acre site. The plat was submitted pursuant to the requirements of the City Code and is consistent with the approved Site and Development Plans.

ANALYSIS

The plat was reviewed by the City's Consulting Engineer. The review indicates that the attached plat accurately reflects the approved Site and Development Plans and complies with the City's Subdivisions and Land Development Regulations and Chapter 177, Florida Statutes.

FINANCIAL INFORMATION

Prior to the issuance of any Building Permits, the developer is required to pay the Parks and Recreation fee of \$928,058.92 and the Government Services fee of \$447,095.81, either as a one-time lump sum payment or as a portion per unit prior to the issuance of each building permit, in accordance with the respective Parks and Recreation and Government Services sections contained in Article IV of the Subdivisions and Land Development Regulations.

LEGAL

The plat has been reviewed in accordance with the requirements of Chapter 12 of the City Code and Chapter 177, Florida Statutes. The document has been reviewed for legal sufficiency.

STAFF RECOMMENDATION

Approval of the plat through Resolution 2024-65 for Blossom Trail.

RESOLUTION NO. 2024-65

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA APPROVING THE BLOSSOM TRAIL PLAT, BEING A PARCEL OF LAND LYING WITHIN A PORTION OF THE NORTHEAST QUARTER - (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 44 SOUTH, RANGE 42 EAST, CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA; AUTHORIZING EXECUTION OF SAID PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Forestar USA Real Estate Group, as the Owner has requested approval for the plat of Blossom Trail, being a portion of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 35, Township 44 South, Range 42 East, City of Greenacres, Palm Beach County, Florida, containing approximately 33.063 acres as described in Exhibit "A", attached hereto; and

WHEREAS, the City of Greenacres has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071; and

WHEREAS, the plat has been reviewed by a Professional Surveyor and Mapper for the City of Greenacres, and said Surveyor and Mapper has found the plat to be consistent with the requirements under Florida Statutes, Chapter 177; and

WHEREAS, the City Council desires to approve the Blossom Trail Plat.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Council finds that the Blossom Trail Plat application is consistent with the City's Comprehensive Plan and the City's Land Development Regulations.

Section 3. The City Council for the City of Greenacres hereby approves the plat, "Exhibit A", containing approximately 33.063 acres, which is located in the City of Greenacres, and in Palm Beach County, Florida.

Section 4. The associated plat sheets are attached hereto and made a part of this resolution as Exhibit "A".

Section 5. The Mayor, City Manager, City Clerk and City Engineer are hereby authorized to sign and execute the plat.

Section 6. Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in repealed to the extent of such conflict.

Section 7. Severability

If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. Effective Date

The provisions of this Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED on this __ day of November, 2024.

Chuck Shaw, Mayor

Voted:
Judith Dugo, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member, District I

Voted:
Peter Noble, Council Member, District II

Voted:
Susy Diaz, Council Member, District IV

Voted:
Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



Department Report

MEETING DATE: November 18, 2024
FROM: Michele Thompson, Director, Community & Recreation Services
SUBJECT: Community & Recreation Services Dept. – October Report

ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY 2025 TO DATE	FY 2025 BUDGET
No. of Contracts Executed/Renewed	-	-	4
No. of Collaborative Partnerships	26	26	40
No. of Vendor/Independent Contractor Agreements	20	20	55
No. of Educational Scholarship Applications R'cd	-	-	21
No. of Community Events Coordinated	1	1	15
No. of Event Participants	4,500	4,500	42,000
No. of Little Free Libraries (LFL)*/ # Replacement Units / StoryWalk Boards	0/0	0/0	30/2
No. of Business Sponsorships	6	6	20
No. of Schools/Attendance for "Read for the Record"	16/1,625	16/1,625	16/1,500

FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY 2025 TO DATE	FY 2025 BUDGET
Fields/Concession Stands	93	93	800
Pavilions	39	39	520
Center Facility	55	55 ¹	800
Monthly Center Attendance	3254	3254	4500

133¹ Additional Free Rentals: **49** Gym: YP/Open Gym/Tai Chi/Employee Luncheon/PBSO; **24** Banquet Hall: SOE/ESE; **24** Room 1: OAP; **5** Room 2: ESOL/Spotlighters, **3** Room 3: AARP/Employee Luncheon/FR; **13** Room 4: ESOL; **15** Comm. Park: PB Square Dance

REVENUE

FACILITY RENTALS REVENUE	THIS PERIOD	FY 2025 TO DATE	FY 2025 PROJECTED
Total Rental Revenue Generated	\$14,502.50	\$14,502.50	\$182,155

ATHLETICS

YOUTH ATHLETICS	THIS PERIOD	FY 2025 TO DATE	FY 2025 PROJECTED
FY25 Co-ed Fall Soccer (10/10/24-12/6/24) <ul style="list-style-type: none"> Registration Period 8/1/24 – 9/20/24 	6	298	220
FY25 Co-ed Spring Soccer (3/6/25-5/16/25) <ul style="list-style-type: none"> Registration Period 1/2/25 – 2/21/25 	-	-	280
FY25 Co-ed Winter Basketball (12/2/24-3/7/25) <ul style="list-style-type: none"> Registration Period 9/3/24 – 11/2/24 	63	85	160
Co-ed Summer Basketball Skills Camp <ul style="list-style-type: none"> Camp Week: 7/21/25 – 7/24/25 Registration Period 5/19/25 – 6/30/25 	-	-	40

-

FOOD DISTRIBUTION	NO. SERVED
PBSO & Restoration Bridge – Date TBD	-

OLDER ADULT PROGRAMS

SOCIAL ACTIVITIES	PARTNERS/SPONSORS	NO. OF PARTICIPANTS YTD
Daily Meal Program; Zumba Games/Bingo; Special Events; Educational Sessions Mon.- Fri. (5 x 27)	Ambetter; Sunshine Health; Ideal nutrition; MorseLife; Flagstar; Zumba; Humana; HealthSun, Aetna; Drowning Coalition; GA Fire Rescue Pink Pumper; Universal Coaching Services, PBSO (Dogs/Pink Car)	426

FY25 EVENTS & SPONSORSHIPS

Item # 14.

EVENTS	SPONSORS/PARTNERS	FY 2025 EXPENSE	FY 2025 ACTUAL	FY2025 ATTENDEES
Trunk or Treat	PBSO	N/A	N/A	4,500
NNOAC	PBSO	CANCELED	-	
Holiday in the Park (12/14/24)	FL Blue; WM; Renaissance Charter School (Wellington); Rosenthal, Levy, Simon & Sosa; PBSO	\$35,713	\$-	
Sundae's w/ Santa		\$4,194		
Fiesta de Pueblo (1/11/25)	Executed by Fiesta de Pueblo, Inc.	\$4,115	\$-	
Artzy Eve at City Hall (TBD)		\$17,559	\$-	
Daddy Daughter Dance (2/8/25)		\$5,619	\$-	
Egg'stravaganza (4/19/25)	State Farm-Lily	\$23,855	\$-	
Rock-n-Roll Sunday/FR Chili Cook-Off (3/2/25)	Coordinated w/ the Nam Knights Motorcycle Club of PBC	\$7,424	\$-	
Ignite the Night (7/4/25)		\$81,219	\$-	
<i>Back2School</i> Supply Distribution (7/25/25)		\$8,159	\$-	
Senior Resource Fair (9/27/25)		\$500	\$-	
Sunday Sounds (9/28/25)		\$5,657		

FY25 Event Actuals = Direct + In-direct – Event Sponsors & Revenues



Department Report

MEETING DATE: November 18, 2024

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

SUBJECT: October 1, 2024, through October 31, 2024

Development & Neighborhood Services Department

Planning, GIS & Engineering Division

NEW CASES

City-initiated Chickasaw and Wry Roads Land Use and Zoning Change (CPA-24-05 and ZC-24-05)

Land use and Zoning changes for the sixteen parcels that will be annexed into the City. The properties are located on Chickasaw and Wry Road.

CURRENT PLANNING CASES

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

A request for a Master Sign Plan (MSP-24-07) for the Buttonwood Plaza. Staff is working with the applicant to finalize their plans and specifications.

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

A request for a Master Sign Plan (MSP-24-08) for the Barclay Square Plaza. Staff is working with the applicant to finalize their plans and specifications.

Perry Office – 3130 Perry Avenue (SP-22-03) and (BA-23-03)

A request for a Site and Development Plan (SP-22-03) for a vacant parcel to construct a 6241 sq. ft office totaling 4 bays for flexible office space use. The site is located on the northeast corner of Perry Avenue and 10th Avenue South. The request also includes a variance (BA-23-03) request to reduce the landscape buffer on the eastern side of the site plan from 10 ft to 5 ft. Resubmittal received on August 21, 2024, DRC was held on September 19, 2024, subsequent meetings and discussions with applicant and design team to include preliminary engineering considerations.

Astoria Townhomes – 6240 Dodd Road and adjacent vacant parcel (CPA-23-04), (ZC-23-02), (SP-23-06), (BA-23-07), and (MSP-24-02)

A request for a Future Land Use map amendment (CPA-23-04) from Residential Medium Density and Commercial to Residential High Density; a Rezoning (ZC-23-

02) from Residential Medium Density and Commercial General to Residential High Density; Site and Development Plan (SP-23-06) to construct a Townhouse Development consisting of 60 townhomes with a configuration of 6-unit building types; and a Variance (BA-23-07) from the minimum side yard setback of 20 ft. between end units and a Master Sign Plan (MSP-24-02). (PZBA approved BA-23-07 on August 8, 2024). The Plat (PLT-24-02) submittal was received on September 30, 2024, comments were provided on October 28, 2024, and we are awaiting the resubmittal. The (CPA-23-04), (ZC-23-02) are scheduled for the October 7, 2024, City Council Meeting. The (SP-23-06), (MSP-24-02), and (PLT-24-02) will be scheduled at a later time, since the plat is under review).

Bethesda Tabernacle – 4901 Lake Worth Road (SP-99-04C) and (SE-23-01)

A request for a Site and Development Plan (SP-99-04C) approval to modify the previously approved site plan and a Special Exception (SE-23-01) to develop a 28,930 sf House of Worship and accessory uses. (Awaiting receipt of applicant's response to the resubmittal comments provided on April 18, 2024; meeting with applicant was held on May 3, 2024).

C&C Legacy Plaza – 3494 South Jog Road (SP-24-01), (BA-24-01), (MSP-24-03) and (PLT-24-01)

A request for Site and Development Plans (SP-24-01) approval to construct a 2,598 sf one story office building and a two-story townhouse building with three townhouses; a Variance (BA-24-01) from the landscape code requirements for a one-story office building and a two-story townhouse building with three townhouses; and a Master Sign Plan (MSP-24-03); and a Plat (PLT-24-01). (PZBA approved the Variance request (BA-24-01) on August 8, 2024. (The Site and Development Plans and Master Sign Plan were approved on September 16, 2024, City Council meeting. Sufficiency letter was sent for the Plat (PLT-24-01) on September 12, 2024, awaiting applicant's response to the sufficiency items.)

City-initiated Chickasaw and Wry Roads Annexations (ANX-24-01)

Annexation of sixteen enclaves located on Chickasaw and Wry Road into the City through an Interlocal Agreement with Palm Beach County. (Staff is processing the necessary documentation to provide to Palm Beach County for review and approval so the enclave annexation can be scheduled for City Council meeting).

Ice Cream La Bendicion – 560 Jackson Avenue (SP-24-04)

A request for Site and Development Plans (SP-24-04) approval to construct an 882 sq ft two story building with ice cream/raspado shop on the ground floor and one dwelling unit on the second floor. (Awaiting receipt of applicant's response to the sufficiency letter provided on June 10, 2024, discussions have been had with staff regarding the required items).

Kids in Care – Buttonwood Plaza – 3032 South Jog Road (SP-84-05I), (SE-24-02), and (BA-24-02)

A request for a Major Site and Development Plan Amendment (SP-84-05I), a Special Exception (SE-24-02) to allow for a Prescribed Pediatric Extended Care (PPEC) center; and two (2) Variance requests (BA-24-02) to eliminate the minimum outdoor play area and relocation of passenger pick-up/drop-off. (They have an ongoing code enforcement case related to the use. Initial submittal received on June 27, 2024. Further sufficiency comments provided on August 30, 2024. Resubmittal was received on September 17, 2024, under Staff review and processing).

Lake Worth Plaza West – 6404 Lake Worth Road (MSP-24-01)

A request for a Master Sign Plan for Lake Worth Plaza West. (Awaiting receipt of applicant's response to the sufficiency letter provided on July 9, 2024. Staff is working with the new Property Manager to finalize a Master Sign Plan for entire plaza).

Garden Square – 6645 Chickasaw Road (SP-23-03)

A request for Site and Development Plans approval to construct four (4) five-unit townhomes and six (6) four-unit townhomes (total of 44 units). (Awaiting receipt of applicant's response to the DRC comments provided on August 20, 2024. On September 20, 2024, staff met with applicant for follow-up to DRC comments. Awaiting applicant's resubmittal to address DRC comments).

Iglesia Bautista Libre Emmanuel – 5083 Lake Worth Road (SE-22-04), (BA-22-01), and (SP-22-05A)

A Special Exception request (SE-22-04) to allow a House of Worship within an existing building located in the Commercial Intensive (CI) zoning district, a Variance (BA-22-01) to allow for a reduction in the front and rear landscape buffers, and a Major Site and Development Plan Amendment (SP-22-05A). (Coordinating with Code Enforcement on code enforcement case for currently operating without an approved Special Exception. Awaiting receipt of applicant's response to the DRC comments provided on June 1, 2024, follow up meeting was held on June 17, 2024. Awaiting applicant's resubmittal to address DRC comments).

Murphys USA Greenacres – 6270 Forest Hill Boulevard (SE-23-05), (BA-23-08), (SP-23-07), and (MSP-24-06)

A Special Exception request (SE-23-05) to allow a convenience store and gasoline service station within the Commercial Intensive (CI) zoning district, a Variance (BA-23-08) from the required 1500-foot separation of an existing gas station and convenience store to 750 feet, a Site and Development Plan (SP-23-07) to construct a 2,824 sq ft convenience store and gas station with six (6) pumps, and a request for a Master Sign Plan (MSP-24-06). (Awaiting receipt of applicant's response to the comments provided on August 15, 2024. Applicant is working out traffic concerns with FDOT and PBC Traffic).

Orchid Cove – 1105 South Jog Road (SP-23-01) and (BA-23-04)

A request for a Site and Development Plan (SP-23-01) approval to construct six (6) two-family units (Total of 12 units), and an Administrative Variance (BA-23-04) for a 5-foot reduction from the required rear and side street setbacks. (Awaiting receipt of applicant's response to DRC comments provided on June 7, 2024. Meeting held with applicant in October, still awaiting resubmittal).

Pentecostal Tabernacle – 6030 Lake Worth Road (BA-23-05)

A request for a Variance to allow for a fence to be located within the front yard of the House of Worship. (DRC meeting was held on July 18, 2024. Further information is needed for completeness to be scheduled for PZBA. Applicant is gathering additional information to substantiate the hardship and demonstrate why a variance is necessary).

SITE PLAN AMENDMENTS

Retro Fitness – Aloha Shopping Center – 4558 Lake Worth Road (SP-16-03B) and (MSP-24-04)

A request for a Minor Site and Development Plan Amendment (SP-16-03B) to modify the exterior façade of the leased area for Retro Fitness premises only and a Master Sign Plan (MSP-24-04) for the Aloha Shopping Center. (The Minor Site and Development Plan Amendment (SP-16-03B) was approved on August 15, 2024; the Master Sign Plan (MSP-24-04) is under staff review. Staff is actively working with the applicant to finalize the height of the outparcel monument signs and reviewing appropriate raceway sizing.)

Palm Beach Christian Preparatory School – Church in the Palms – 3812 South Jog Road (SE-24-01)

A Major Site and Development Plan Amendment request for a private school (Palm Beach Christian Preparatory School) in the Commercial Intensive (CI) zoning district. (Coordinating with Code Enforcement for ongoing bus parking cited on 9/17/2024 and for the site plan not being approved prior to occupying the building for such use. Awaiting receipt of applicant's response to the sufficiency letter provided on June 10, 2024 and staff's follow-up email of August 12, 2024).

Dunkin' – Aloha Shopping Center – 4644 Lake Worth Road (SP-16-07A)

A Minor Site and Development Plan Amendment to modify the exterior façade. (Awaiting receipt of applicant's response to insufficiency comments provided on August 27, 2024).

Ministries in Bethel – 3950 South 57th Avenue (SP-84-12E)

A request for a Minor Site and Development Plan Amendment and Engineering Permit revision to relocate parking spaces and update ramp to meet ADA. (Awaiting receipt of applicant's response to sufficiency comments provided on June 27, 2024).

Woodlake Plaza – 5815 Lake Worth Road (PCD-84-02DD)

A request for a Minor Site and Development Plan Amendment (PCD-84-02DD) to change color of the building awnings. (Awaiting receipt of applicant's response to sufficiency comments provided on August 8, 2024).

ZONING TEXT AMENDMENTS

ZTA-24-03 Pervious Surface and Driveways

A City-initiated request for a Zoning Text Amendment to provide updated standards for overall impervious coverage on residential lots, ensuring consistency with the standards governing lot coverage for residential lots, as well as limits on driveways expansions. (Recommended for approval by Planning and Zoning Board of Appeals (PZBA) on April 11, 2024. Additional review and analysis of proposed changes are desired to address certain City neighborhood conditions and ongoing which will result in additional ZTA language changes). Tentatively scheduled for the January 16, 2024, PZBA.

ZTA-24-07 Parking Regulations and Fences

A City-initiated request for a Zoning Text Amendment pertaining to modifications of Chapter 16 regulations for off-street parking, loading, fences, and outdoor lighting and Chapter 14 regulations for the parking of motor vehicles, boats, and trailers. (Recommended for approval by Planning and Zoning Board of Appeals (PZBA) on May

9, 2024. Additional language scheduled for the PZBA meeting on October 17, 2024. Tentatively scheduled for City Council Meetings for 1st Reading on November 18, 2024, and 2nd Reading on December 2, 2024).

RESIDENTIAL DEVELOPMENT PROJECTS

Ranchette Road Townhomes

Approved for 74 Townhomes. 73 Certificate of Completion issued to date. Traffic Control Jurisdiction Agreement (TCJA) approved. Approved Construction Bond in place, received August 26, 2021. Reduced Construction Bond received April 20, 2023. (May 2024, Engineering, Zach provided comments regarding outstanding items that need to be repaired to developer. No response has been received, so Zach sent a follow-up email on October 11, 2024, to developer to remedy and schedule inspection, prior to release of the bond.

Blossom Trail (Nash Trail)

Plat application received on July 8, 2022. Complete submittal of application received. Final engineering permit reviewed and awaiting issuance with the Plat. (Plat was resubmitted on July 18, 2024, awaiting confirmation on full outside agency approvals including continued maintenance obligations of Nash Trail so the plat can be scheduled for City Council agenda).

NON-RESIDENTIAL DEVELOPMENT PROJECTS

Church of God 7th Day of Palm Beach – 3535 S. Jog Road

The building permit and engineering permit expired. New permit applications and outside agency approvals would be required to be submitted in order to obtain development approval. Additionally, Code Enforcement provided a time certain of July 19, 2024, to bring the exterior code maintenance items into compliance. Applicant complied. (Applicant requested a meeting with staff to discuss the site. The meeting was held on September 12, 2024. Awaiting applicant's decision if proceeding).

Chick Fil A (within River Bridge Center) (SP-85-12RR)

The Building Permit and Engineering Permit have been issued. The site is located within the River Bridge Centre on the southwest corner of the intersection of South Jog Road and Forest Hill Boulevard. (Preconstruction meeting held on May 16, 2024. Letter of credit received for civil work which expires February 28, 2025. Staff is monitoring the site work and engineering inspections are being conducted. Staff is in discussion seeking resolve regarding site issues including construction crew damage to the oak trees. Staff met with applicant on-site on October 15, 2024, and is working with applicant on landscape plans to include a combined landscape buffer plan with adjacent iHOP.).

EI Car Wash (6200 Lake Worth Road) (SP-22-02B)

The Special Exception and Site and Development Plans were approved by City Council on December 19, 2022. The Engineering Permit was issued on April 26, 2024. Preconstruction meeting held on April 26, 2024. Letter of credit received for civil work which expires February 28, 2025. (Construction is underway).

Mint Eco Car Wash (4840 Lake Worth Road) (SP-22-04A)

The Special Exception and Site and Development Plans were approved by City Council on March 6, 2023. The Engineering Permit was applied for in December 2023. Comments were provided on March 12, 2024. (Awaiting applicant's response to comments including bond).

The Pickleball Club (FKA Palm Beach Christian Academy) (5200 S Haverhill Road) (SP-23-05)

Application for the Pickleball Club was received on 11/20/2023. The Special Exception and Site and Development Plans were approved by City Council on February 5, 2024, and Administrative Variance approved on February 26, 2024. Property is currently under contract with The Pickleball Club.

GIS

Safe Streets for All (SS4A)

DNS is collecting and processing data for the SS4A Action Plan in accordance with the Interlocal Agreement with Treasure Coast Regional Planning Council.

Damage Assessment Training

DNS participated in the countywide Annual Hurricane Exercise for damage assessment training in preparation for Hurricane Season. DNS will continue attending ongoing weekly meetings.

GIS Database

DNS continues implementing a clear, organized hierarchy that separates different stages of data management and processing including addressing. This structure is designed to ensure easy access for all departments, enhance collaboration, and streamline maintenance.

TEMPORARY USE PERMITS

TU-2024-2729 – El Valle Hondu-Mex Restaurant – 4992 10th Ave N – (In Process)

A request from El Valle Hondu – Mex Restaurant for a “Live Entertainment Permit” for DJs/Karaoke/Live local artists for Friday and Saturdays from 9:00 pm to 1:30 am and for scheduled sports games. Went to September 19, 2024, DRC meeting. Staff preparing comments for applicant.

TU-2024-2634 – Walmart Holiday Trailers– (In Process)

A request by Walmart, for a Temporary Use Permit to allow for holiday trailers to be located at 6294 Forest Hill Blvd through February 10, 2025. Went to September 19, 2024, DRC meeting. Staff preparing comments for applicant.

FY 2025 Data:

Case Approvals Issued	Current Period	FY 2025 to Date	FY 2025 Budget*
Annexation	0	0	2
Comprehensive Plan Amendment	0	0	3
Zoning Changes	0	0	3
Special Exceptions	0	0	4
Site Plans	0	0	5
Site Plan Amendments	0	0	10
Variances	0	0	3
Zoning Text Amendments	0	0	3
Master Sign Plan	0	0	2

Inspection Type	Current Period	FY 2025 to Date	FY 2025 Budget
Landscaping	3	3	80
Zoning	0	0	45
Engineering	2	2	75

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

Building Division

Building Department Report (October 1, 2024 – October 31, 2024)

1) ADMINISTRATION:

- a) Researched and completed Fifty-Eight (58) lien searches providing open and/or expired permit information.
- b) Researched and completed Thirty-One (31) records requests for historical permits.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2025
New Applications Received / Permits Created	236	236
Applications Approved	104	104
Applications Canceled	3	3
Applications Denied	1	1
Applications Reopened	2	2
Permits Issued	213	213
Permits Completed	205	205
Permits Canceled	7	7
Permits Reopened	36	36
Permits Expired	11	11
Inspections Performed	563	563
Construction Value of Permits Issued	\$3,601,123.26	\$3,601,123.26
Construction Reinspection Fees	\$200.00	\$200
Extension/Renewal Fees	\$1,010.85	\$1,010.85
CO's Issued	1	1
CC's Issued	0	0
Temporary CO's Issued	0	0

3) BUSINESS AND CONTRACTOR REGISTRATION:

(See Attached Summary Reports)

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

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
SFH	145 Walker Ave		New SFH	2025-0146
WIC (City Job)	5985 10 th Ave N		Bathroom Renovation	2025-0174
Laundromat	2152 S Jog Rd		Interior Renovation	2025-0272
Dress 4 Success	6832 Forest Hill Blvd	6174	Interior Renovation	2025-0182
Worth Plaza	5305 Lake Worth Rd		Interior Demo	2025-0272
Duffy's	6848 Forest Hill Blvd		Interior Remodel	2025-0275
SFH	533 Broward Ave		New SFH	2024-2848
Spa Center	3901 S Jog Rd	1240	Interior Renovation	2024-2613

5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
Supertech Comm	5305 Lake Worth Rd		Interior Demolition	2025-0272
H&R Block	6754 Forest Hill Blvd	1680	Interior Remodel	2024-1950
Medimore Md	6334 Forest Hill Blvd		Interior Remodel	2024-2513
El Car Wash	6200 Lake Worth Rd	3724	Construct Car Wash	2023-2487
Chik fil A	6802 Forest Hill Blvd		New Construction	2024-0270
Gastro Health	6125 Lake Worth Rd	238	Interior Renovation	2024-0874
Finlay Medical	6803 Lake Worth Rd	1805	Interior Remodel	2024-1237

Aaxon Laundry	3989 S Jog Rd	2633	Interior Renovation	2024-0587
Retro Fitness	4558 Lake Worth Rd	1547	Interior Renovation	2024-0783
Certified Spine	6415 Lake Worth Rd #307	1598	Tennant Improvement	2023-2290
Ministries in Bethel	3950 S 57 th Ave	6,939 sq.ft.	House of Workship	2021-0365



License Activity Report

Activity Date Range 10/01/24 - 10/31/24
Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Cancelled
Amusement - Amusement & Entertainment	Business	0	0	0	0	1	0	0
Cont Office - Contractor Office	Business	0	0	0	0	4	0	0
Food Service - Food Service / Bar / Lounge	Business	0	0	0	0	32	0	0
General Retail - General Retail	Business	1	0	0	1	27	0	0
General Service - General Service	Business	9	0	0	13	66	0	0
General Svc Reg - General Service Registration	Business	2	0	0	3	5	0	0
Home - Home Based Business	Business	5	0	0	6	87	0	0
Insurance Co - Insurance Sales Company	Business	9	0	0	9	89	0	0
Professional - Professional	Business	8	0	0	11	66	0	0
Rental Office - Rental Office	Business	0	0	0	0	1	0	0
Rental Unit - Rental Unit	Business	6	0	0	7	170	0	0
Storage/WH Units - Storage / Warehouse Units	Business	0	0	0	0	2	0	0
Wholesale - Wholesale	Business	1	0	0	1	0	0	0
Grand Totals		41	0	0	51	550	0	0

CITY OF GREENACRES
Licensing Revenue Summary Report
 Licensing Revenue Summary Report - Summary
 From Date: 10/01/2024 - To Date: 10/31/2024

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
License Type: Amusement/Amusement & Entertainment					
Amusement Sq Ft-Amusement Square Feet	1	0	\$182.88	\$0.00	\$182.88
Com Inspection-Commercial Inspection	1	0	\$75.00	\$0.00	\$75.00
Transfer-Transfer	1	0	\$16.29	\$0.00	\$16.29
License Type Amusement-Amusement & Entertainment Totals	3	0	\$264.18	\$0.00	\$264.18
License Type: Cont Office-Contractor Office					
Cont Office-Contractor Office	1	0	\$122.03	\$0.00	\$122.03
License Type Cont Office-Contractor Office Totals	1	0	\$122.03	\$0.00	\$122.03
License Type: Food Service-Food Service / Bar / Lounge					
Food-Food Service	11	0	\$1,248.67	\$0.00	\$1,248.67
Food Per Seat-Food Per Seat	9	0	\$2,113.58	\$0.00	\$2,113.58
Transfer-Transfer	3	0	\$62.76	\$0.00	\$62.76
License Type Food Service-Food Service / Bar / Lounge Totals	23	0	\$3,425.01	\$0.00	\$3,425.01
License Type: General Retail-General Retail					
General Retail-General Retail Sq Feet	14	0	\$16,543.94	\$0.00	\$16,543.94
Vending Machine-Amuse/ Vending / Coin Operated	1	0	\$97.47	\$0.00	\$97.47
Transfer-Transfer	2	0	\$50.00	\$0.00	\$50.00
General Service-General Service	1	0	\$116.22	\$0.00	\$116.22
Food Service-Food Service	1	0	\$127.63	\$0.00	\$127.63
Food Svc/Sealing-Food Svc/Sealing	1	0	\$24.06	\$0.00	\$24.06
License Type General Retail-General Retail Totals	20	0	\$16,959.31	\$0.00	\$16,959.31
License Type: General Service-General Service					
General Service-General Service	31	0	\$3,916.63	\$0.00	\$3,916.63
Vending Machine-Amuse/ Vending / Coin Operated	1	0	\$3,508.92	\$0.00	\$3,508.92
Com Inspection-Commercial Inspection	10	0	\$750.00	\$0.00	\$750.00
Zoning Review-Zoning Use Review Fees (BTR)	5	0	\$250.00	\$0.00	\$250.00
Transfer-Transfer	2	0	\$23.24	\$0.00	\$23.24
25% Penalty-25% Penalty	1	0	\$29.06	\$0.00	\$29.06
Cosmetology-Cosmetology / Barber	2	0	\$81.22	\$0.00	\$81.22
License Type General Service-General Service Totals	52	0	\$8,559.07	\$0.00	\$8,559.07
License Type: General Svc Reg-General Service Registration					

General Svc Reg-General Service Registration	2	0	\$50.00	\$0.00	\$50.00
License Type General Svc Reg-General Service Registration Totals	2	0	\$50.00	\$0.00	\$50.00
License Type: Home-Home Based Business	38	0	\$3,092.82	\$0.00	\$3,092.82
Home-Home Based Business					
Zoning Review-Zoning Use Review Fees (BTR)	2	0	\$100.00	\$0.00	\$100.00
License Type Home-Home Based Business Totals	40	0	\$3,192.82	\$0.00	\$3,192.82
License Type: Insurance Co-Insurance Sales Company	26	0	\$3,166.88	\$0.00	\$3,166.88
Insurance Reg-Insurance Registration					
License Type Insurance Co-Insurance Sales Company Totals	26	0	\$3,166.88	\$0.00	\$3,166.88
License Type: Professional-Professional	16	0	\$1,867.07	\$0.00	\$1,867.07
Professional-Professional					
Cosmetology-Cosmetology / Barber	7	0	\$284.28	\$0.00	\$284.28
Real Estate-Real Estate Broker / Ins Agents	2	0	\$195.30	\$0.00	\$195.30
Transfer-Transfer	1	0	\$12.20	\$0.00	\$12.20
License Type Professional-Professional Totals	26	0	\$2,591.29	\$0.00	\$2,591.29
License Type: Rental Unit-Rental Unit	40	0	\$1,616.28	\$0.00	\$1,616.28
Rental Unit-Rental Unit					
License Type Rental Unit-Rental Unit Totals	40	0	\$1,616.28	\$0.00	\$1,616.28
License Type: Wholesale-Wholesale	1	0	\$488.67	\$0.00	\$488.67
Wholesale Sq Ft-Wholesale Square Feet					
License Type Wholesale-Wholesale Totals	1	0	\$488.67	\$0.00	\$488.67

Code Enforcement Division

Code Division Report (October 1, 2024 – October 31, 2024)

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2025
Inspections Related to Active Code Cases	194	194
New Cases Started	25	25
Cases Complied	58	58
Current Open Cases	236	236
Notices Sent	71	71
Illegal Signs Removed from right-of-way	513	513
Inspections Not Related to Active Code Cases	194	194
Complaints Received and Investigated	2	2
Warning Tickets	2	2

Code Enforcement - STATS FY 2024

	<u>NOTICES MAILED</u>	<u>SIGNS</u>	<u>INSPECTIONS</u>	<u>COMPLAINTS</u>	<u>WRITTEN WARNINGS</u>
OCTOBER 2023	112	156	189	21	220
NOVEMBER 2023	96	90	87	19	48
DECEMBER 2023	107	85	89	16	62
JANUARY 2024	156	127	207	24	183
FEBRUARY 2024	161	199	150	28	122
MARCH 2024	142	206	185	27	188
APRIL 2024	156	200	227	19	206
MAY 2024	132	198	233	17	136
JUNE 2024	158	168	255	27	88
JULY 2024	147	415	266	18	160
AUGUST 2024	199	293	348	10	74
SEPTEMBER 2024	232	267	284	10	35
OCTOBER 2024	71	513	194	2	2



Department Report

MEETING DATE: November 18, 2024
FROM: Teri Lea Beiriger, Director of Finance
SUBJECT: Department of Finance Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides activity within the Department of Finance for the reporting period from October 1 through October 31, 2024:

- Continued to work on efficiencies to better serve our internal and external customers.
- Created and maintained the inter-department tracking spreadsheet of outstanding fire inspection fees for collections with current Business Tax Receipt renewals.
- Staff attended the Youth Programs' Groundbreaking and Employee Recognition Luncheon.

- General Operations
 - Participated in the testing of electronic PARs

- Grants
 - Submitted quarterly progress reports on the following grants:
 - 2023 JAG camera grant
 - 2022 Opioid Settlement
 - 2022 Safe Street grant
 - 2024 Firefighter Supplemental
 - ARPA Youth Building
 - FL Dept of Education Youth Program Capital Outlay
 - FL Dept of Environmental protection Swain Sewer Grant

 - Submitted applications for the following grants:
 - 2024 JAG Camera Grant
 - 2025 Solid Waste Blight Grant



Department Report

MEETING DATE: November 18, 2024

FROM: Brian Fuller, Fire Chief

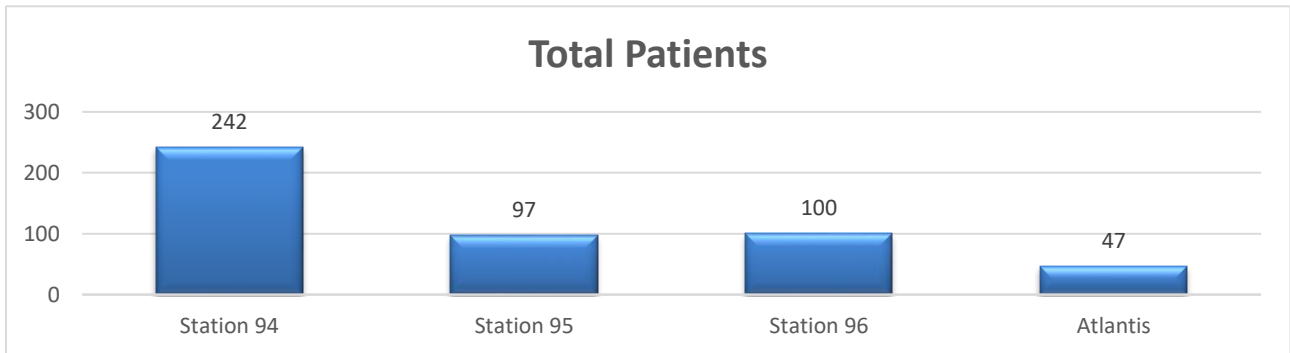
SUBJECT: Fire Rescue October

FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in October	648
Average alarms per day	18.51
Total calls this fiscal year	648

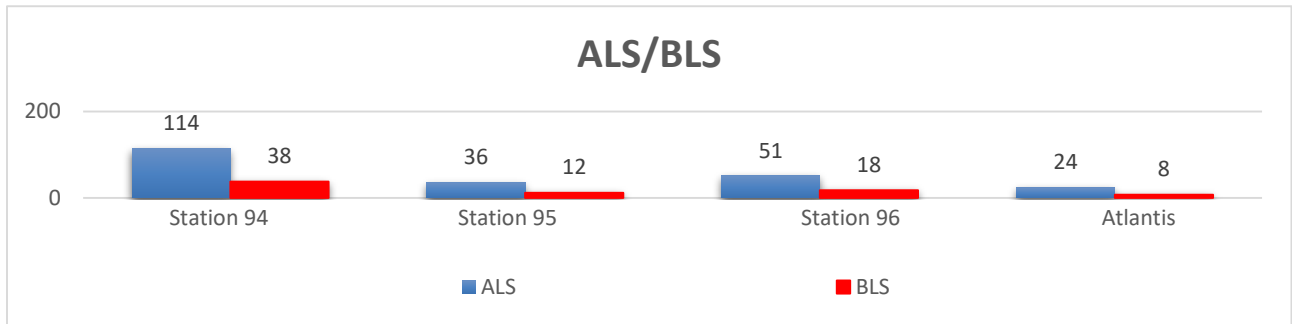
In October 2024, 439 patients were treated for Emergency Medical related services. Of those patients, 47 were in the City of Atlantis. These requests vary from a single unit responding to help an individual who has fallen to the floor, to a cardiac arrest necessitating multiple units, along with a mix of personnel, advanced skills and equipment.

Service Calls, Cancels, and Public Assists totaled 102. The requests include, but are not limited to, persons locked out of home, water evacuation, animal problem, police assist, defective elevator, and canceled due to wrong address.



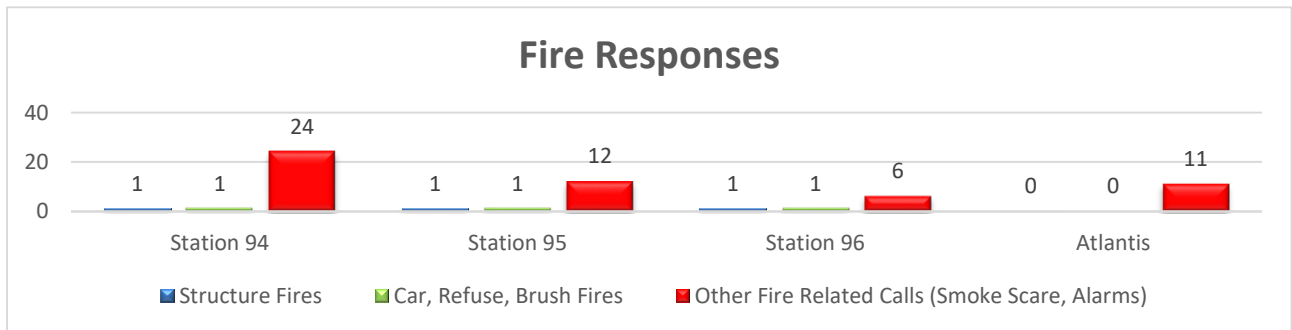
ALS/BLS

Fire Rescue transported 269 patients to a hospital or 61% of the patients we were called to treat. The majority of those (201) required Advanced Life Support procedures. ALS emergencies require additional personnel, specialized equipment, and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.

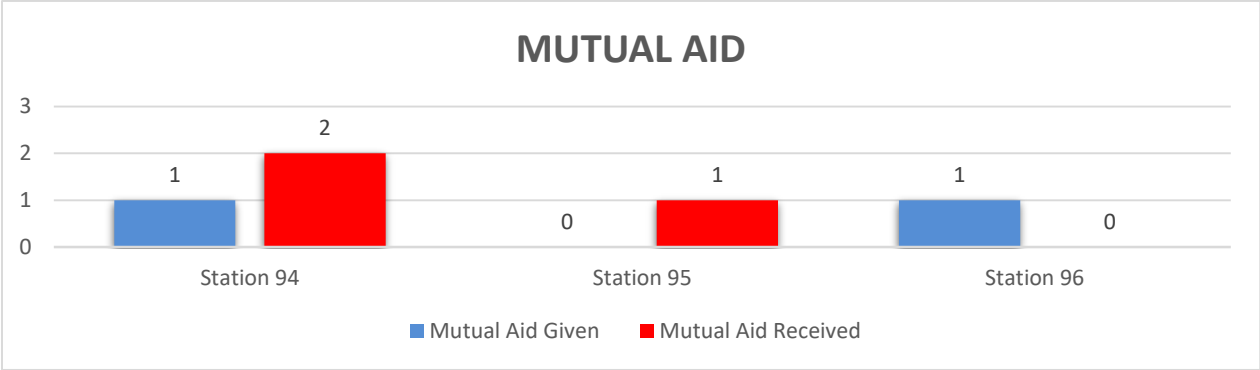


FIRE RESPONSES

Fire Rescue responded to 38 calls for a fire or smoke related emergency. There were three (3) requiring an escalated response to a car, brush, or refuse fire; nine (9) were in a residential or commercial structure.



MUTUAL AID

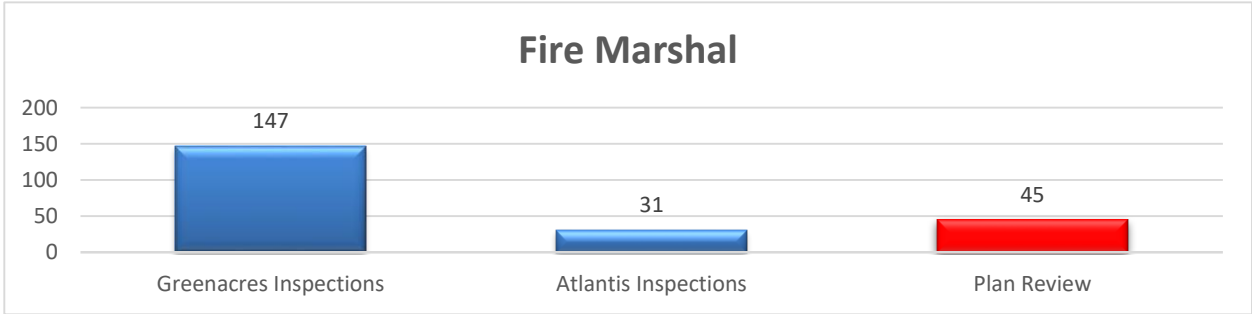


Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system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

FIRE MARSHAL

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

Inspections	178
Plans Review	45
Dollar Loss due to fire	\$5,500



SPECIAL SERVICES

Blood Pressure Screenings	1
Presentations, Station Tours/Attendees	7/242
Persons Trained in CPR	0

Number	Created At	State	Title
2888	10/1/2024 12:06	Awaiting In	SQL Server for GIS Consultant
2889	10/1/2024 15:27	Resolved	laserfiche
2891	10/2/2024 9:21	Resolved	Keeper Security
2892	10/2/2024 12:04	Resolved	Update the certificate for PayGuardian
2893	10/3/2024 7:18	Resolved	Time Clock and Computer in lunchroom at PW
2894	10/3/2024 11:53	Resolved	YoDeck is offline
2895	10/3/2024 16:43	Resolved	Laptop Display Screen
2896	10/4/2024 8:51	Resolved	Issue receiving email from outside source
2897	10/4/2024 9:33	Resolved	Restore Excel documents - spoke to Greg - its restored
2910	10/8/2024 8:22	Awaiting In	Door Access
2911	10/8/2024 8:26	Resolved	Door Schedule
2912	10/8/2024 11:10	Resolved	Laptop 10/11 @ 8am
2913	10/9/2024 9:39	Closed	Verizon activation on laptop
2914	10/11/2024 7:30	Resolved	Telephone
2917	10/11/2024 12:44	Resolved	Melanie Daponte's last day today
2918	10/11/2024 15:56	Resolved	Email change
2921	10/15/2024 8:03	Awaiting In	remove email from DNS Leadership group email
2922	10/15/2024 14:38	On Hold	New Division Chief and Training Position
2923	10/15/2024 19:25	Resolved	Park Attendant Computer Having Connection Issues
2924	10/16/2024 14:03	Awaiting In	Delinquent Notices
2925	10/16/2024 14:06	Awaiting In	Division Chief Promotion
2926	10/16/2024 14:09	Resolved	Captain Promotion Access for Jeremy Guy
2929	10/17/2024 9:03	Resolved	New hire - transfer from CRS-parks
2930	10/17/2024 9:49	Resolved	Save as PDF
2931	10/17/2024 13:02	Resolved	Teams
2932	10/17/2024 16:50	Resolved	YP Cameras
2935	10/18/2024 13:37	Resolved	FW: New Info from ITPartners+ RE Your Ticket T20241018.049
2936	10/18/2024 13:52	Resolved	Procure Kiosk - 10331
2937	10/18/2024 13:59	Resolved	New Payment Code in New World
2938	10/18/2024 15:18	Awaiting In	Michael McGee Geo-Fencing
2941	10/19/2024 11:50	On Hold	Office Phone
2942	10/19/2024 11:54	Resolved	Tablet not finding Rectrac/want to download outlook
2945	10/21/2024 9:32	Resolved	EnerGov not responding
2946	10/21/2024 10:48	Resolved	Second Computer Screen
2947	10/21/2024 11:59	Resolved	Remove Notification
2950	10/22/2024 11:28	Resolved	Screen Casting
2951	10/23/2024 10:22	Resolved	scanner issues
2952	10/23/2024 11:04	Resolved	Adobe
2953	10/23/2024 14:23	Resolved	Receptionist Desk Printer
2954	10/23/2024 15:38	Resolved	CAPTCHA validation fail
2955	10/24/2024 10:31	Resolved	Employee Termination
2956	10/24/2024 11:33	Awaiting In	New World Adminsitration login
2961	10/28/2024 12:53	Resolved	New Hire
2962	10/29/2024 11:43	Resolved	Provenzano, Nicholas
2965	10/29/2024 16:44	Resolved	Computer #D20188
2966	10/30/2024 8:10	Resolved	Laptop for 10/31/2024

Category	Subcategory	Assignee Name
Permissions/Access		Jean Jean-Baptiste
Applications	Laserfiche	Yves Rosena
Broken/Not Working		Gregory Osorio
		Jean Jean-Baptiste
User Account Management		Yves Rosena
Applications		Yves Rosena
Hardware	Laptop	Gregory Osorio
Broken/Not Working		Gregory Osorio
Applications		Gregory Osorio
Permissions/Access		Kress Estime
Applications		Kress Estime
Hardware	Laptop	Gregory Osorio
Hardware	Laptop	Georges Bayard
Permissions/Access		Yves Rosena
Applications	Adobe Acrobat	Kress Estime
Applications	Email	Kress Estime
Applications	Email	Yves Rosena
Hardware	Laptop	Jean Jean-Baptiste
Networking		Yves Rosena
Applications	New World ERP	Kress Estime
Permissions/Access	Door access	Kress Estime
Permissions/Access	Network drives	Jean Jean-Baptiste
Applications		Kress Estime
Applications		Gregory Osorio
Applications	Microsoft Office	Kress Estime
Broken/Not Working		Jean Jean-Baptiste
Hardware		Jean Jean-Baptiste
Hardware		Yves Rosena
Applications	New World ERP	Kress Estime
Broken/Not Working		Yves Rosena
Networking		Gregory Osorio
Applications	RecTrac	Kress Estime
Applications		Gregory Osorio
Hardware	Desktop	Gregory Osorio
User Account Management		Yves Rosena
Hardware	Desktop	Gregory Osorio
Broken/Not Working		Gregory Osorio
Applications	Adobe Acrobat	Yves Rosena
Hardware		Gregory Osorio
Permissions/Access		Yves Rosena
Permissions/Access		Gregory Osorio
Applications	New World ERP	Kress Estime
Applications		Gregory Osorio
User Account Management		Kress Estime
Applications	Adobe Acrobat	Gregory Osorio
Hardware	Laptop	Gregory Osorio

Requester	Department
Gionni Gallier <ggallier@greenacresfl.gov>	DNS / Planning
Teri Beiriger <TBeiriger@greenacresfl.gov>	Finance
Inger Christensen <IChristensen@greenacresfl.gov>	Fire Rescue
Jean Jean-Baptiste <jjean-baptiste@greenacresfl.gov>	Information Technology
Aileen Hernandez <AHernandez@greenacresfl.gov>	Public Works
Jowie Mohammed <JMohammed@greenacresfl.gov>	Youth Programs
Sasha Burrell <sburrell@greenacresfl.gov>	Purchasing
Inger Christensen <IChristensen@greenacresfl.gov>	Fire Rescue
Evelyn Bach <EBach@greenacresfl.gov>	DNS / Director
Jowie Mohammed <JMohammed@greenacresfl.gov>	Youth Programs
Jowie Mohammed <JMohammed@greenacresfl.gov>	Youth Programs
Pavielle Clemons <pclemons@greenacresfl.gov>	Administration / Human Resources
Jean Francois <JFrancois@greenacresfl.gov>	Community & Recreation Services
Angela Parkins <AParkins@greenacresfl.gov>	DNS / Director
Evelyn Bach <EBach@greenacresfl.gov>	DNS / Director
Evelyn Bach <EBach@greenacresfl.gov>	DNS / Director
Evelyn Bach <EBach@greenacresfl.gov>	DNS / Director
Phillip Konz <PKonz@greenacresfl.gov>	Fire Rescue
Sarah Ross <SRoss@greenacresfl.gov>	Community & Recreation Services
Cheryl McMacken <CMcMack@greenacresfl.gov>	Development & Neighborhood Services
Phillip Konz <PKonz@greenacresfl.gov>	Fire Rescue
Phillip Konz <PKonz@greenacresfl.gov>	Fire Rescue
Evelyn Bach <EBach@greenacresfl.gov>	DNS / Director
rkandel@greenacresfl.gov	Administration / Human Resources
Donna McDaniel <DMcDaniel@greenacresfl.gov>	Finance
Adam Mohammed <AMohammed@greenacresfl.gov>	Youth Programs
Jean Jean-Baptiste <jjean-baptiste@greenacresfl.gov>	Information Technology
Jowie Mohammed <JMohammed@greenacresfl.gov>	Youth Programs
Cathy Ly <CLy@greenacresfl.gov>	Finance
Alecia Dawkins <adawkins@greenacresfl.gov>	Finance
Alondra Aldana <AAldana@greenacresfl.gov>	Community & Recreation Services
Alondra Aldana <AAldana@greenacresfl.gov>	Community & Recreation Services
Jade Robinson <jrobinson@greenacresfl.gov>	DNS / Code Enforcement
Yvens Marc <YMarc@greenacresfl.gov>	Administration / Human Resources
Adam Mohammed <AMohammed@greenacresfl.gov>	Youth Programs
Millie Rivera <mrivera@greenacresfl.gov>	DNS / Planning
Brittany Martino <BMartino@greenacresfl.gov>	Administration / City Clerk
Alecia Dawkins <adawkins@greenacresfl.gov>	Finance
Leean Garza <lgarza@greenacresfl.gov>	Administration / City Clerk
Careen Dawes <cdawes@greenacresfl.gov>	Finance
Carlos Cedenno <CCedenno@greenacresfl.gov>	Public Works
Yvens Marc <YMarc@greenacresfl.gov>	Administration / Human Resources
Jade Robinson <jrobinson@greenacresfl.gov>	DNS / Code Enforcement
Phillip Konz <PKonz@greenacresfl.gov>	Fire Rescue
Michael Wilson <MWilson@greenacresfl.gov>	Public Works
Pavielle Clemons <pclemons@greenacresfl.gov>	Administration / Human Resources

Administration / City Manager	0
Administration / City Clerk	2
Administration / Communications	0
Administration / Econ Dev	0
Administration / Human Resources	6
Development & Neighborhood Services	1
DNS / Building	0
DNS / Code Enforcement	3
DNS / Director	8
DNS / Planning	2

Administration	8
Community & Recreation Services	4
Development & Neighborhood Services	14
Finance	6
Fire Rescue	6
Information Technology	2
IT	0
Public Works	3
Purchasing	1
Youth Programs	6
Total	50

1113

36

1149

88,003.62
90203.71 2200.091
43.3672 90,203.71



Department Report

MEETING DATE: November 18th, 2024

FROM: Georges Bayard, Director, Information Technology

SUBJECT: Department of Information Technology – October 2024 Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from October 1 - October 31, 2024.

1. In conjunction with October as National Cybersecurity Awareness month, updated annual security awareness training was assigned to all City users, with updated content referencing current techniques used by malicious actors, often assisted by artificial intelligence. A refreshed monthly simulated phishing campaign will continue to test users' adherence to good cyber hygiene.
2. The paperless Personnel Action Request (PAR) form in New World ERP testing was completed and it was placed in production effective 10/31/2024.
3. Development of paperless processes for requisitions and purchase orders, and for Purchasing card ("P-card") reconciliations is still proceeding. The objective is to automate as much as possible the generation of these documents and their storage in the appropriate locations in the Laserfiche document management system.
4. Continuing development of new, consolidated IT Service Desk ticket templates, to reduce the number of available items for users to choose from. This will help provide more complete information for IT staff to work on any given issue, while simplifying the request process for the users.
5. Implementation of Solarwinds Service Desk for the Vehicle Maintenance division of Public Works is proceeding. It is expected to go live before the end of the year
6. Implementation of the Keeper Security password management system for all City users is proceeding, which will provide capability to securely store application and web site credentials, share them for use within a department, and reassign them upon shifts in responsibilities. It will also provide a Family Plan at no charge to all employees.
7. Monthly KnowBe4 simulated phishing test results:
 - a. **October:** Links clicked: 4; attachments opened: 0; QR codes scanned: 0. Phish-prone users (vulnerable to phishing attacks): 2.2%, down from 3.34 % during the previous month's campaign.

While the use of Artificial Intelligence (AI) in current real phishing campaigns significantly increases the effectiveness of attackers' messaging, the overall online behavior of City personnel remains more cautious than the average KnowBe4 customer. Users who take actions they shouldn't continue to be assigned remedial training to reinforce secure handling of emails.

SERVICE DESK REQUESTS

October 2024

DEPARTMENT	CURRENT PERIOD	FY 2024 YTD	FY 2024 BUDGET
Administration	8	150	-
Community & Recreation Services	4	98	-
Development & Neighborhood Svcs.	14	190	-
Finance	6	104	-
Fire Rescue	6	84	-
Information Technology	2	30	-
Public Works	3	44	-
Purchasing	1	28	-
Youth Programs	6	49	-
Total Service Desk Requests	50	777	600

2024-09-29



CISA
CYBER+INFRASTRUCTURE

CYBER HYGIENE

REPORT CARD

City of Greenacres



0
Hosts with unsupported software



0
Potentially Risky Open Services



0%
No Change in Vulnerable Hosts

HIGH LEVEL FINDINGS

LATEST SCANS

July 31, 2024 – August 28, 2024

Completed host scan on all assets

No vulnerability scans yet

Last vulnerability scan on all hosts

ASSETS OWNED

32
No Change

HOSTS

0
No Change

VULNERABLE HOSTS

0
No Change
0% of hosts vulnerable

ASSETS SCANNED

32
No Change
100% of assets scanned

SERVICES

0
No Change

VULNERABILITIES

0
No Change

VULNERABILITIES

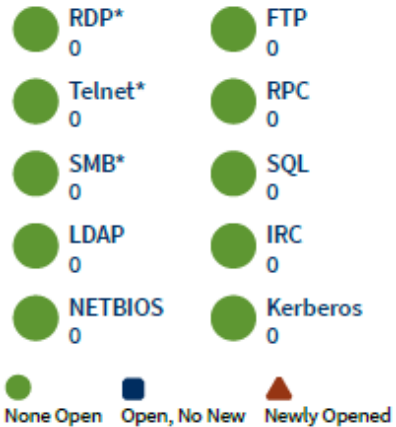
SEVERITY BY PROMINENCE



VULNERABILITY RESPONSE TIME



POTENTIALLY RISKY OPEN SERVICES



Service counts are best guesses and may not be 100% accurate. Details can be found in "potentially-risky-services.csv" in Appendix G.

* Denotes the possibility of a network management interface.



Department Report

MEETING DATE: November 18, 2024

FROM: Captain Tristram Moore, PBSO District 16

SUBJECT: PBSO District 16 Report – October 2024

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks	1,908
Traffic Stops	520
Calls for Service	1,785
All CAD Calls - Total	4,213
Total Calls for Service – FY 2025 (October 2024 – September 2025)	4,213

Data Source: CADS/Premier 1
*Omit Miscellaneous Calls

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

SUMMARY

During the month, there were 4,213 generated calls within the District and 58% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
337	329

Data Source: TraCS – CAU

PBSO MOTORS UNIT	
Total Citations	Total Warnings
116	113

Data Source: TraCS – Traffic Unit

COMMUNITY POLICING EVENTS

- 10/02/24: Homeless Camp (Chickasaw Road)
- 10/03/24: Family in need of clothing drop off
- 10/05/24: Little Smiles Ball
- 10/14/24: Youth Programs Mounted Unit Tour
- 10/16/24: Food Distribution
- 10/16/24: Diamond View Elementary Walk to School Day
- 10/16/24: Target Pick up with Mr. Moss
- 10/22/24: District 16 Trunk or Treat
- 10/25/24: Boys & Girls Club Trunk or Treat
- 10/31/24: Greenacres Youth Programs Trick or Treat

STREET CRIMES UNIT

- The District 16 Street Crimes Unit assisted District 16 Detectives with locating and apprehending a suspect who committed multiple burglaries, thefts, and a grand theft of a motor vehicle. The suspect was arrested and charged accordingly.
- The District 16 Street Crimes Unit located an occupied stolen vehicle in the city. The driver was apprehended without incident and charged accordingly
- The District 16 Street Crimes Unit received probable cause to arrest a suspect for battery on a person age 65+, assault on a person age 65+, and violation of protection order. The suspect was located, apprehended without incident, and charged accordingly.

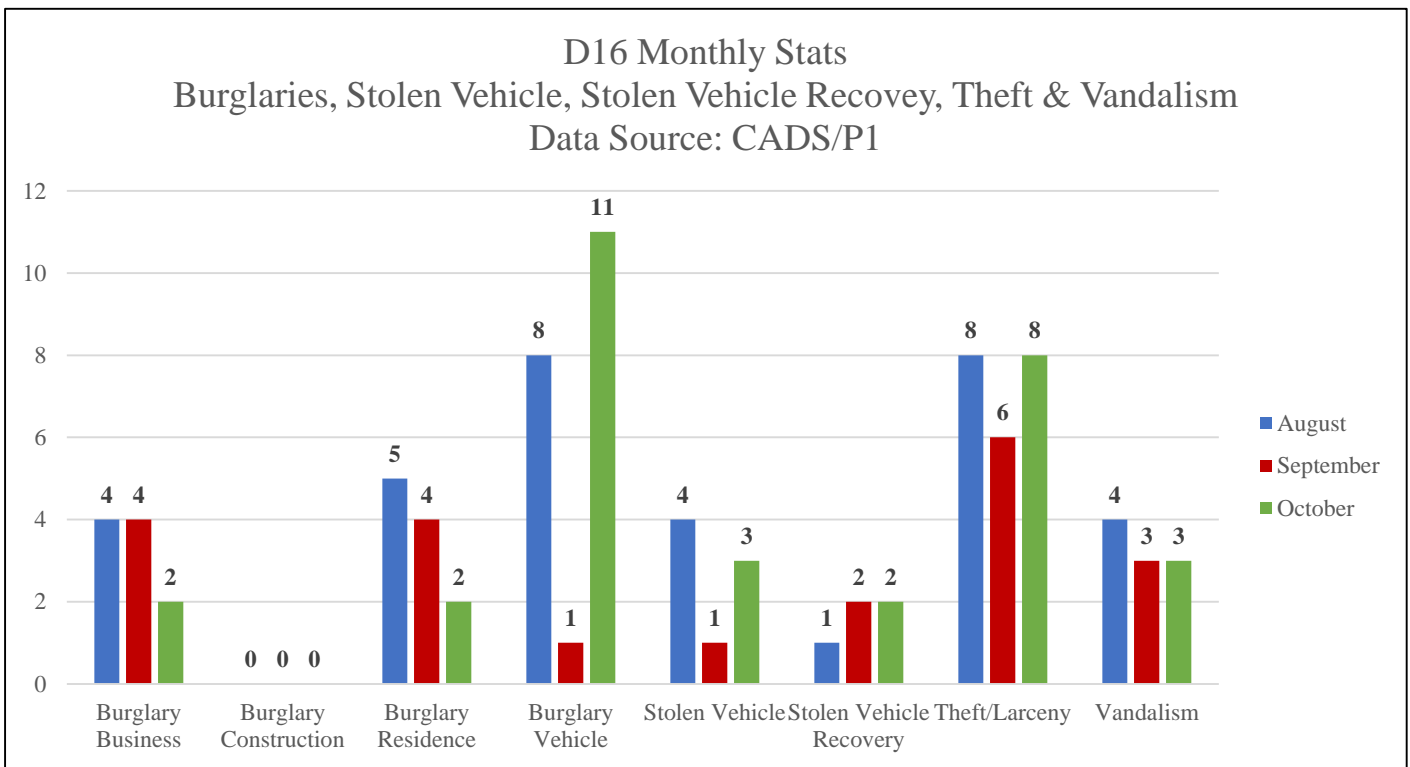
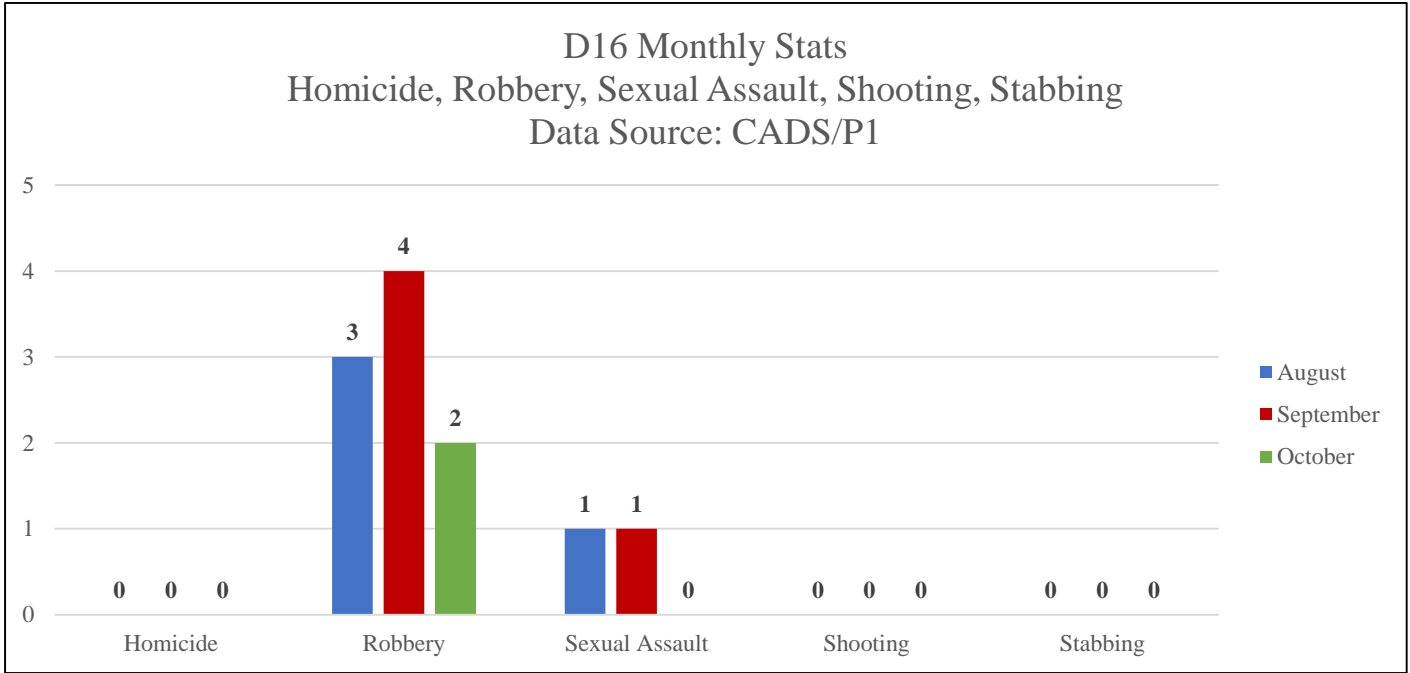
PROPERTY DETECTIVES

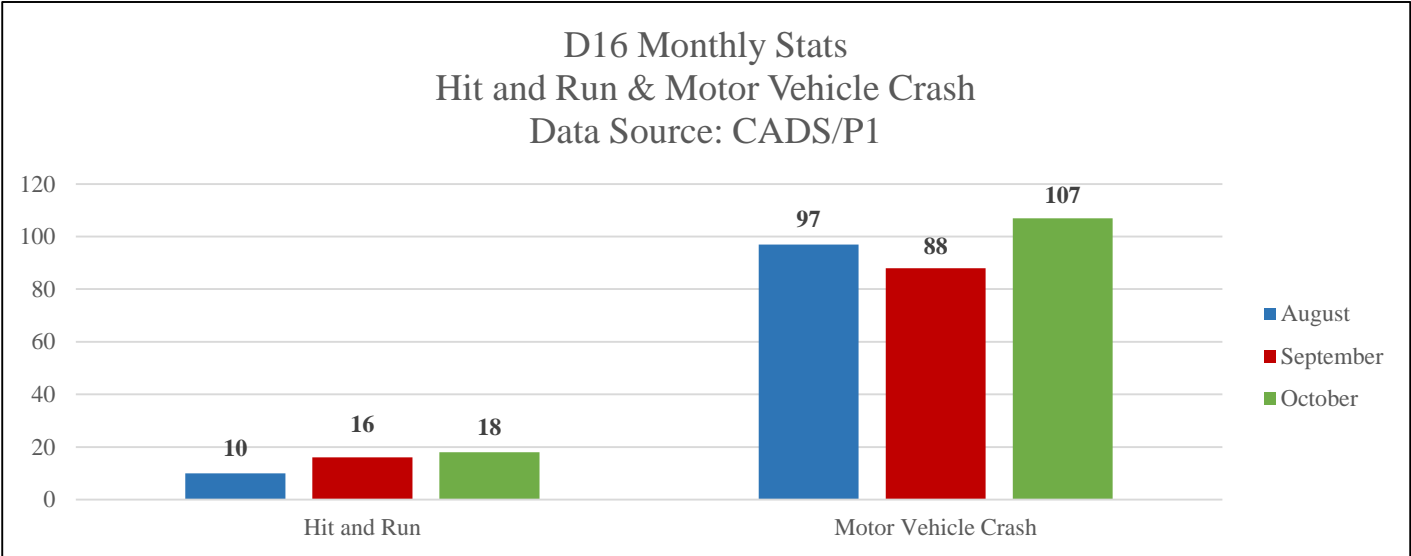
- Detectives investigated a business burglary at business located in the city. The suspect smashed the glass, rummaged through the register and stole cash and checks. The suspect was later recognized during a traffic crash investigation, Detectives responded, and interviewed the suspect. Probable cause was established and this case was cleared by arrest.
- During the month of August 2024 several business owners from the business in the city reported having checks stolen from their offices. In both cases the suspect entered their offices where the general public would not have access to and stole checks. The suspect proceeded to cash the checks into their personnel bank accounts. Probable cause was established and the suspect was apprehended, a full confession was obtained, and these cases were cleared by arrest.
- There were several vehicle burglaries and an auto theft at a development located in the city. Detectives developed probable cause for a suspect, searched a residence, and recovered stolen property. These cases were cleared by arrest.

DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining

crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.





TOP ACCIDENT LOCATIONS FOR OCTOBER 2024
CASE NUMBER INCIDENTS

LOCATION	CASE NUMBER COUNT
Forest Hill Boulevard / S Jog Road	15
Lake Worth Road / S Jog Road	8
6294 Forest Hill Boulevard	5
10th Avenue N / S Jog Road	4
Cresthaven Boulevard / S Jog Road	4
S Military Trail / Melaleuca Lane	4



Department Report

MEETING DATE: November 18, 2024

FROM: Carlos Cedeño, Public Works Director

SUBJECT: Public Works Department Report

DEPARTMENT HIGHLIGHTS

Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of October 1, 2024 through October 31, 2024.

1. ADMINISTRATION:

- Staff coordinated the installation of rubber mulch to the exterior perimeter of the WIC Center Building.
- Staff coordinated programming meeting with design architect and Fire Rescue, IT and Public Works Staff for the EOC site.
- PW Project Coordinator gave an educational presentation on recycling and solid waste to students of L.C. Swain Middle School.
- Staff was notified of \$89,800 award of SWA Blight and Distressed Property Cleanup Grant.

2. ROADS AND DRAINAGE MAINTENANCE

- Staff performed Hurricane Milton pre-storm preparation including the clearing of drainage structures to prevent flooding.
- Staff worked with sign company to develop new street name signs for Chickasaw Cir.
- Staff coordinated the video inspection and emergency repairs to a damaged stormwater pipe on Biscayne Blvd and Woodlake Blvd.
- Sable Palm on the 10th Avenue medians were trimmed and irrigation repairs were made to the Jog Road medians.
- Staff assisted in the clearing of downed trees on Lancaster Drive for Fire Rescue/Medical response to residents.

3. VEHICLE MAINTENANCE

- Staff performed Hurricane Milton pre-storm coordination of fueling diesel/unleaded tanks and performed inspection of vehicles and tools.
 - VM Supervisor participated in the EOC Programming meeting to identify space needs for maintenance and storage bays at the new EOC site.
-

4. BUILDING SERVICES

- Staff performed Hurricane Milton pre-storm preparation including the inspection and securing of City buildings and park structures.
- Staff assisted in the set up and take down of the Trunk-or- Treat event hosted by the Palm Beach Sheriff's Office.

5. PARKS MAINTENANCE

- Staff performed Hurricane Milton pre-storm preparation including the removal of shade structures, securing of fixtures and preparation of vehicles/equipment.
 - Staff assisted in the clearing of downed trees on Lancaster Drive for Fire Rescue/Medical response to residents.
 - Staff coordinated the resurfacing of one (1) basketball court and installation of new basketball posts and backboards and surfacing of two (2) new pickleball courts and nets.
-



Department Report

MEETING DATE: November 18, 2024

FROM: Monica Powery, Director, Purchasing

SUBJECT: Department of Purchasing Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from October 1 through October 31.

- a. 24-021 Progressive Design/Build- Emergency Operations Center – This RFQ was advertised on May 29, 2024 and closed on July 1, 2024 with eight (8) proposals received. The Selection Committee met on July 25, 2024, to review, discuss and shortlist the proposals received. The Selection Committee shortlisted three (3) proposers. On August 6, 2024, the Selection Committee conducted site visits of EOCs completed by each proposer. On August 8, 2024, the Selection Committee met for presentations and the final evaluation. The Selection Committee recommends award to Kaufman Lynn Construction, Inc. Currently under review by the Purchasing Department, Public Works Department and Legal.
- b. 24-022 Fire Burglar Alarm & Sprinkler Systems – This bid was advertised on August 25, 2024 and opened on September 25, 2024 with four (bids) received. City staff has evaluated the proposals and recommends award to LifeSafety Management, Inc. as the lowest responsive and responsible bidder. To go before Council for approval at the meeting to be held on November 18, 2024.
- c. 25-001 Continuing Professional Consulting Services (CCNA) – This RFQ for Continuing Professional Consulting Services was advertised on September 1, 2024, and closed on October 3, 2024. The submissions are currently undergoing evaluation.
- d. RFQ25-001/CRS Professional Sound System with Stage & Video Wall for City Events – This Request for Quote was issued on October 24, 2024 and opens on November 8, 2024.
- e. RFQ25-002/CRS Tents for City Events – This Request for Quote was issued on October 24, 2024 and opens on November 5, 2024.
- f. RFQ25-003/CRS Inflatables for City Events – This Request for Quote was issued on October 24, 2024 and opens on November 5, 2024.
- g. Solicitations In Progress – Furniture for New Youth Programs Building and Technology for New Youth Programs Building.

DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2025 YTD
Purchase Orders Issued	128	128
Purchase Order Amounts	\$ 26,227,887.64	\$ 26,227,887.64
Solicitations Issued	3	3
Solicitations in Progress	3	-
Central Store Requests	5	5
Contracts Managed	78	78
Purchasing Card Purchases	285	285
Purchasing Card Transactions	\$ 41,247.57	\$ 41,247.57
No. of Training Sessions Conducted	0	0
Towing Revenue	\$ 2,948.00	\$ 2,948.00



Youth Programs Department Monthly Report

MEETING DATE: November 18, 2024

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: October 2024 Department Report

PROGRAMMING

- Provided two (2) days of post-hurricane childcare for children of employees from 7:30a.m. - 5:30p.m.
- Youth Programs provided daily transportation from the following schools:
 - Elementary: Greenacres, Liberty Park, and Heritage.
 - Middle: L.C. Swain and Okeeheelee.
 - High: John I Leonard (on rainy days).
- Eighteen (18) days of after-school provided.
- Two (2) non-school day; full day of programming from 7:30a.m. - 5:30p.m.

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2025 TO DATE
# of Participants	62	122
# of Participants in Sierra Club ICO	0	0
# of Licenses Coordinated	1	0
# of MOU's Coordinated	1	0
# of Part.'s in Teen Advisory Council (TAC)	0	0
# of Part.'s in TOP Program	35	0
# of Part.'s in Garden Club	27	0
# of Presidential Volunteer Service Hours	1,354	6,852

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2025 TO DATE
Early Learning Coalition	\$11,286.85	\$11,286.85
Parent & Registration Fees	\$16,262.00	\$16,262.00
Youth Services Department SEL Grant	\$0.00	\$0.00
Textile Funds	\$0.00	\$0.00

C.A.R.E.S REPORT

- During the month of October, the CARES Program celebrated City Government Week. Various Departments got involved by hosting various activities to teach the youth about what they do throughout the city. This year featured Fire Rescue doing a fire hose demonstration where the kids did some target practice, PBSO where the kids got to go visit their mounted unit location and see the horses up close, and CRS where Anthony Adams led the younger kids through obstacle courses and taught them how to play Pickleball.
- This year we were able to bring back an old favorite which was the Happy Helpers Parade on October 31st. The kids were able to go through all the Departments throughout the city and receive candy from the employees around the city who were dressed up, smiling, and made a fun, memorable experience for the youth. A huge thank you to everyone around the city for dressing up, participating, and helping use make the event a success.

TEEN PROGRAMS REPORT

- October 17th marked the first Cooking Club activity put on by the teens. In honor of Hispanic Heritage Month, the teens cooked tacos. The teens prepped the items and then brought them to the elementary students so they could make their tacos. They also had word searches available for students to complete while waiting for the items to come to their tables.
- On October 22nd, our teens participated in the PBSO Trunk-or-Treat event held at Samuel J. Ferreri Park. Our trusted volunteer, Ashley, helped guide the teens as they brought the trick-or-treaters into the world of Coraline.
- On October 25th, the Teens hosted a Fall Bash and movie night. They created activities for the elementary youth to participate in their classrooms and hosted a showing of Coraline. The movie night, served as a fundraiser for the teens, and they charged \$15 for admission. The admission came with pizza, juice, and popcorn. This event was hosted by both Middle and High School Teens.
- On October 29th, the Teens went to Villa Madonna to paint and interact with the local elderly residents. They painted pumpkins, created new ideas, shared snacks, and had great conversations.