



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, November 03, 2025 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

Elisa Leheny, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

1. **Oaths of Office.** - Quintella L. Moorer, City Clerk.
Ms. Elisa Leheny, District 5.
2. **Presentation:** Fire Rescue Promotional Badge Pinning - Chief Phillip Konz, Fire Rescue.

CONSENT AGENDA

3. **Official City Council Meeting Minutes:** City Council Meeting Minutes, October 20, 2025.
- Quintella L. Moorer, City Clerk.
4. **Ratification Approval for the Public Safety Officers/Firefighters Retirement Board of Trustees:** Ratification of Rudolf Ponson to serve a four (4) year term. - Andrea McCue, City Manager.
5. **Resolution 2025-52:** Authorizing the Mayor to sign an Interlocal Agreement with Palm Beach County for funding of the Historical Museum Project, providing for an effective date; and for other purposes. - Andrea McCue, City Manager.
6. **Resolution 2025-53:** Approving the professional service agreement between the City of Greenacres and PK Productions Inc. to provide professional sound system services for six (6) city events; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

- 7. Resolution 2025-54:** Amending Council Policy No. 31 to update allowed uses of the City's Official Seal and provide for allowed uses of the City's branding logo and providing for conflicts and an effective date. - Andrea McCue, City Manager.

REGULAR AGENDA

- 8. PUBLIC HEARING: Ordinance 2025-06: First Reading:** Amending the Code of Ordinances Chapter 16, Zoning Regulations, Article 1, in General; Article 3, District Regulations; Article 4, Supplemental District Regulations; and Article 7, Landscaping, to revise definitions, Standards related to impervious and pervious surfaces, and driveway requirements for residential properties; providing for severability; providing for inclusion in code; providing an effective date; and for other purposes. - Linda Louie, Zoning Administrator, Development and Neighborhood Services.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

MAYOR AND CITY COUNCIL REPORT

ADJOURNMENT

Future City Council Meetings

November 17, 2025.

December 1, 2025.

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



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, October 20, 2025, at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

Vacant, 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. All Councilmembers were present.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

Ms. Elisa Leheny, District five candidate, thanked the Council for the opportunity, she mentioned she had a lot of experience with the youth and was a long-term resident.

Ms. Sasha Lopez, District five candidate, thanked the Council and staff for the opportunity, she introduced her family and stated she had been an advocate for public safety in the city. She also mentioned she loved the city and was happy and honored to be in the city.

SPECIAL BUSINESS - None.

CONSENT AGENDA

- 1. Official City Council Meeting Minutes:** City Council Meeting Minutes, October 6, 2025.
- Quintella L. Moorer, City Clerk.
- 2. Resolution 2025-50:** Approving an agreement for mobile and temporary Food Event Services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Purchasing Director.
- 3. Resolution 2025-51:** Approving an agreement for Geographic Information System (GIS) professional services; authoring the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Purchasing Director.

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Tharp to approve the Consent agenda.

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

REGULAR AGENDA

4. District 5 Councilmember Selection. - Mayor Chuck Shaw.

Mayor Shaw explained the process of selection.

Councilmember Tharp thanked all the candidates for their interest in filling the vacancy seat, he stated he spoke to all four candidates and had great conversations with them.

Deputy Mayor Diaz thanked former Councilmember Bousquet for her dedication to the city. She mentioned she spoke to all candidates prior to the meeting. She spoke highly of Ms. Lopez and her work in the city and thanked all candidates for their interest.

The Council unanimously voted to appoint Ms. Elisa Leheny to fill the vacancy of District five seat until 2028.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

5. Community Recreation Services Report.
6. Development and Neighborhood Services Report.
7. Finance Report.
8. Fire Rescue Report.
9. Information Technology Report.
10. Palm Beach Sheriff's Office District 16 Report.
11. Public Works Report.
12. Purchasing Report.
13. Youth Programs Report.

No report.

CITY ATTORNEY'S REPORT

No report.

MAYOR AND CITY COUNCIL REPORT

Councilmember Tharp: mentioned Pinecrest was opening soon.

Deputy Mayor Diaz: complemented Juici Patties on their opening and enjoyed her first patty.

Mayor Shaw: thanked the City Manager and City Clerk for making the selection process smooth.

ADJOURNMENT

6:17PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: November 3, 2025

FROM: Andrea McCue, City Manager

SUBJECT: Public Safety Officers/Firefighters Retirement – Board of Trustees (BOT) – Ratification of Rudolf Ponson

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

Rudolf Ponson has expressed his interest in serving a four (4) year term on the BOT. Mr. Ponson will be replacing Mr. Brady.

FINANCIAL INFORMATION

N/A

LEGAL

N/A

STAFF RECOMMENDATION

Staff recommends appointing Mr. Ponson to serve a four (4) year term.



ITEM SUMMARY

MEETING DATE: November 3, 2025

FROM: Andrea McCue, City Manager, Administration

SUBJECT: Resolution 2025-52 ILA with Palm Beach County (PBC) for Historical Museum Project

BACKGROUND

In 2023, PBC provided funding in the amount of \$100,000 from the 2002 Recreation and Cultural Facilities Bond for the construction of exhibits and parking lot improvements for the Greenacres Historical Museum located at 301 Swain Boulevard. The triparty agreement between the city, PBC and the Historical Society was for a period of thirty (30) years. The Historical Society is no longer occupying the Museum location.

ANALYSIS

The city wishes to continue to operate the space as a location for the Palm Beach Sheriff's Office (PBSO) Citizen Observer Patrol (COP) volunteer unit which meets the requirements of the bond funding that the space will continue to serve a recreational, cultural, civic, community or social purpose.

FINANCIAL INFORMATION

PBC will not seek reimbursement of bond funding from the city if the space continues to serve a recreational, cultural, civic, community or social purpose.

LEGAL

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

STAFF RECOMMENDATION

Staff is recommending approval of Resolution 2025-52.

RESOLUTION NO. 2025-52

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR FUNDING OF THE HISTORICAL MUSEUM PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City owns the real property located at 301 Swain Boulevard; and

WHEREAS, the City formerly leased approximately 1,145 square feet within the building located at 301 Swain Boulevard to the Greenacres Historical Society Inc.; and

WHEREAS, on July 16, 2013, the City entered into a triparty agreement with Palm Beach County and the Greenacres Historical Society Inc., which provided funding in the amount of One Hundred Thousand Dollars (\$100,000) from the County's 2002 Recreation and Cultural Facilities Bond for the construction of exhibits and parking lot improvements for the Greenacres Historical Museum at said location; and

WHEREAS, the triparty agreement required the Museum to serve the public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County for a period of thirty (30) years; and

WHEREAS, the Greenacres Historical Society, Inc., is no longer occupying the Museum location; and

WHEREAS, the City and Palm Beach County desire to continue to operate and maintain the space as a location for the Palm Beach County Sheriff's Office Citizen Observer Patrol (COP) volunteer unit; and

WHEREAS, the City and the County have agreed to terminate the triparty agreement and enter the proposed Interlocal Agreement; and

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WHEREAS, the County has agreed to not seek reimbursement of bond funding from the City as long as the space continues to serve a recreational, cultural, civic, community or social purpose; and,

WHEREAS, the City Council for the City of Greenacres find entering this Interlocal Agreement serves a valid public purpose.

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

SECTION 1. The City Council of the City of Greenacres, a municipal corporation, hereby approves the Interlocal Agreement with Palm Beach County attached hereto and incorporated herein. The City Council authorizes its Mayor to execute the same.

SECTION 2. This Resolution shall take effect upon final adoption from the Palm Beach County Board of Commissioners.

RESOLVED AND ADOPTED this 3rd of day of November 2025

Voted:

Resolution No. 2025-52 | Interlocal Agreement with Palm Beach County for Continued Funding of the Historical Museum Project

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Chuck Shaw, Mayor

John Tharp, Council Member, District I

Attest:

Quintella Moorer, City Clerk

Voted:

Peter Noble, Council Member, District II

Voted:

Judith Dugo, Council Member, District III

Voted:

Susy Diaz, Deputy Mayor,

Voted:

Elisa Leheny, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF GREENACRES FOR FUNDING OF THE HISTORICAL MUSEUM PROJECT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made and entered into on _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the **CITY OF GREENACRES**, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY".

W I T N E S S E T H:

WHEREAS, MUNICIPALITY owns property located at 301 Swain Boulevard in the City of Greenacres; and

WHEREAS, MUNICIPALITY leased approximately 1,145 square feet of floor space within the building located at 301 Swain Boulevard to the Greenacres Historical Society Inc., ("AGENCY"); and

WHEREAS, on July 16, 2013, COUNTY entered into a triparty agreement with MUNICIPALITY and AGENCY (R2013-0937), which provided funding in the amount of one hundred thousand dollars (\$100,000) from the 2002 Recreation and Cultural Facilities Bond for the construction of exhibits and parking lot improvements for the Greenacres Historical Museum, hereinafter referred to as "MUSEUM" at said location, as further described in Exhibit "A"; and

WHEREAS, the triparty agreement required the MUSEUM to serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County for a period of thirty (30) years; and

WHEREAS, AGENCY is no longer occupying the MUSEUM location; and

WHEREAS, COUNTY and MUNICIPALITY desire to continue to operate and maintain the MUSEUM as the location for the Palm Beach County Sheriff Office Citizen Observer Patrol ("COP") volunteer unit; hereinafter referred to as "PROJECT"; and

WHEREAS, the COUNTY and MUNICIPALITY have agreed to terminate the triparty agreement and enter into this Interlocal Agreement; and

WHEREAS, the COUNTY has agreed to not seek reimbursement of bond funding from MUNICIPALITY as long as the PROJECT continues to serve a recreational, cultural, civic, community or social purpose; and

WHEREAS, the PROJECT represents one such recreational, cultural, civic, community or social purpose; and

WHEREAS, the PROJECT shall benefit all residents of Palm Beach County; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the parties find entering this Interlocal Agreement for the Project serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 This Interlocal Agreement replaces and terminates the Tri Party Interlocal Agreement (2013-0937) including, without limitation, any supplements, addendums or amendments thereto.

ARTICLE 2: USE OF THE PROJECT

Section 2.01 MUNICIPALITY warrants that the Project shall serve a public recreational, cultural, civic, community and social purpose and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, MUNICIPALITY warrants and represents that throughout the term of this Interlocal Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, , or genetic information. Failure to meet this requirement shall be considered default of this Interlocal Agreement.

As a condition of entering into this Interlocal Agreement, this Interlocal Agreement represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, MUNICIPALITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. MUNICIPALITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector

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 COUNTY's relevant marketplace in Palm Beach County. MUNICIPALITY understands and agrees that a material violation of this clause shall be considered a material breach of this Interlocal Agreement and may result in termination of this Interlocal Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MUNICIPALITY shall include this language in its subcontracts.

Section 2.02 The term of this Interlocal Agreement shall be for a period of nineteen (19) years commencing on the date of when the last of the parties have executed this Interlocal Agreement. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 2.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of current County Commissioners at the time of completion, unless otherwise directed by COUNTY's Representative or Designee.

ARTICLE 3: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 3.01 The Project shall remain the property of the MUNICIPALITY. COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 3.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project

Section 3.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of nineteen (19) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 3.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. MUNICIPALITY and may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 3.05 COUNTY previously issued funding assistance to MUNICIPALITY in the amount of one hundred thousand (\$100,000) dollars for the purpose of construction and operating the

Museum. The previous funding is subject to the terms of this Interlocal Agreement. In the event MUNICIPALITY transfers ownership of the Project to a party or parties not now a part of this Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY as provided for in its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the Project to a party or parties not now a part of this Agreement, MUNICIPALITY and shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of COUNTY. Failure to comply with the terms of this Agreement shall result in MUNICIPALITY reimbursing COUNTY the amount of one hundred thousand (\$100,000) dollars previously provided to MUNICIPALITY by COUNTY.

ARTICLE 4: ACCESS, AUDITS, AND INSPECTOR GENERAL

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the acquisition/design/construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is issued by COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 5: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation

Palm Beach County Parks and Recreation Department
 2700 Sixth Avenue South
 Lake Worth, FL 33461

With a copy to:

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

As to MUNICIPALITY:

Andrea McCue, City Manager,
 City of Greenacres
 5800 Melaleuca Lane
 Greenacres, FL 33463

ARTICLE 6: TERMINATION

COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 7: REMEDIES

In the event of any non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth in this Interlocal Agreement, and if MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Interlocal Agreement, either in whole or in part. These remedies include, but are not limited to terminating this Interlocal Agreement and requiring MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or

further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 8: INDEMNIFICATION

It is understood and agreed that MUNICIPALITY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. To the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any wrongful or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Interlocal Agreement, the foregoing indemnification shall apply not only during the term of this Interlocal Agreement but also apply for the period prior to the Interlocal Agreement for which MUNICIPALITY is eligible to receive reimbursement from COUNTY.

ARTICLE 9: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on MUNICIPALITY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

MUNICIPALITY shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Interlocal Agreement.

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 each occurrence. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 each accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

ARTICLE 10: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

ARTICLE 11: NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, , disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 12: PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the MUNICIPALITY : (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the MUNICIPALITY is specifically required to:

- a. Keep and maintain public records required by the County to perform services as provided under this Contract.
- b. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the contract term and following completion of the Contract, if the MUNICIPALITY does not transfer the records to the public agency.
- d. Upon completion of the Contract the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the Contract, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Contract, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the MUNICIPALITY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. MUNICIPALITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE

ARTICLE 13: CAPTIONS

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

ARTICLE 14: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. MUNICIPALITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 17: E-VERIFY – EMPLOYMENT ELIGIBILITY

MUNICIPALITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of MUNICIPALITY's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

MUNICIPALITY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. MUNICIPALITY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that MUNICIPALITY has

knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that MUNICIPALITY's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify MUNICIPALITY to terminate its contract with the subcontractor and MUNICIPALITY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, MUNICIPALITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, MUNICIPALITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 18: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and MUNICIPALITY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST:

**CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk Date

By: _____
, Mayor Date

ATTEST:

CITY OF GREENACRES

By: _____
Quintella Moorer, City Clerk Date

By: _____
Chuck Shaw, Mayor Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Glen J. Torcivia, City Attorney Date

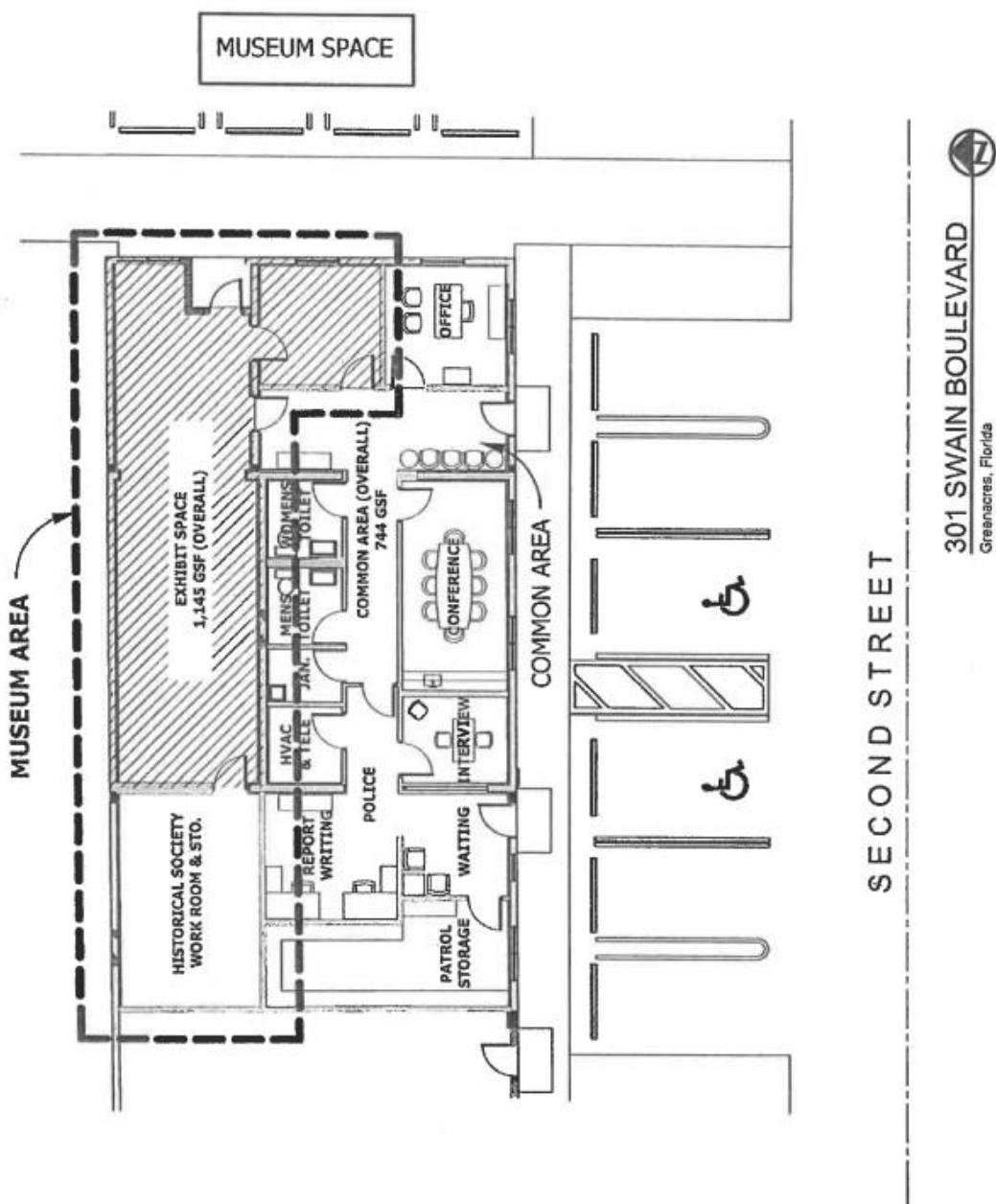
**APPROVED AS TO TERMS AND
CONDITIONS:**

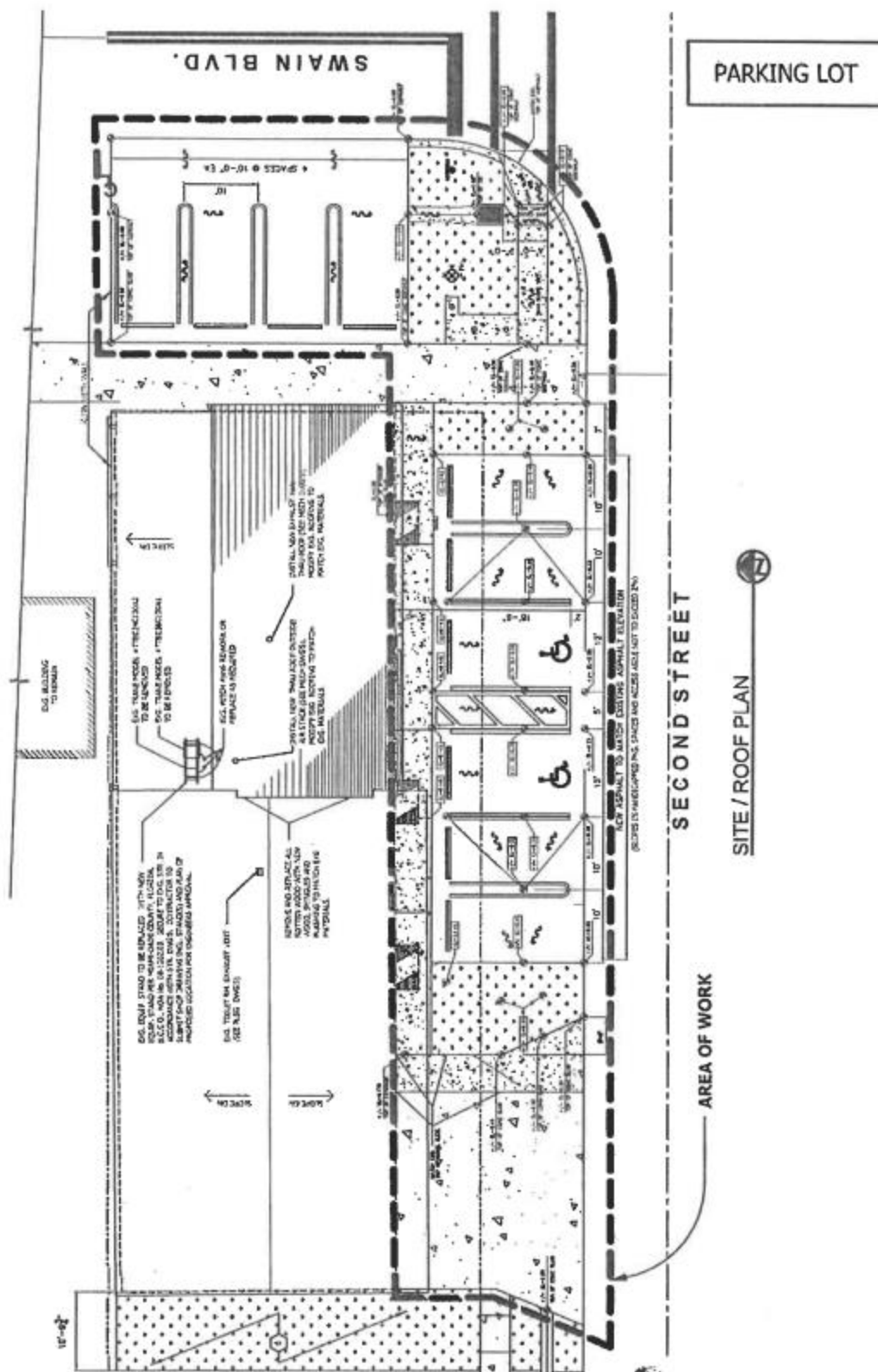
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Jennifer Cirillo, Director Date
Palm Beach County
Parks and Recreation Department

By: _____
Senior Assistant County Attorney Date

EXHIBIT "A" – MUSEUM SITE PLAN







ITEM SUMMARY

MEETING DATE: November 3, 2025

FROM: Monica Powery, Director, Purchasing

SUBJECT: Award of RFQ26-001/CRS Professional Sound System with Stage & Video Wall for City Events

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified company to provide professional sound system services for six (6) City events. To meet this need, the Purchasing Department went through the informal solicitation process and issued Request for Quote No. RFQ26-001/CRS on October 1, 2025.

ANALYSIS

The quotes were opened on October 17, 2025 with four (4) bidders responding. City staff has reviewed the submissions and recommends award to PK Productions Inc. as the lowest responsive and responsible bidder, with a quoted amount of \$41,144.50.

As this amount exceeds the threshold of \$35,000, Council approval is required. To prevent delays and potential cost increases associated with the formal bid process, particularly given that the first event is scheduled for December 12, 2025, City Staff is requesting a waiver of competitive solicitation, in accordance with Procurement Code Section 2-213.

FINANCIAL INFORMATION

Funds are budgeted in Community and Recreation Services Department under account number 001-60-65-48-17 (City Events).

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2025-53 authorizing execution of agreement and award of RFQ26-001/CRS Professional Sound System with Stage & Video Wall for City Events to PK Productions Inc. for the amount of \$41,144.50.

RESOLUTION NO. 2025-53

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF GREENACRES AND PK PRODUCTIONS INC. TO PROVIDE PROFESSIONAL SOUND SYSTEM SERVICES FOR SIX (6) CITY EVENTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Greenacres is in need of an experienced and qualified vendor to provide professional sound system services for six (6) City events; and

WHEREAS, The Purchasing Department went through the informal solicitation process and issued Request for Quote No. RFQ26-001/CRS (the "RFQ") on October 1, 2025; and

WHEREAS, the RFQ was uploaded and a notice was sent to three hundred fifty-one (351) prospective bidders via DemandStar; and

WHEREAS, On October 17, 2025, the Purchasing Department received four (4) proposals, which were reviewed to ensure compliance with the RFQ requirements; and

WHEREAS, the lowest responsive, responsible quote exceeds the threshold of \$35,000 requiring a formal bid process and Council approval; and

WHEREAS, City Staff recommends requesting a waiver of competitive solicitation in accordance with the City's Code of Ordinances, Section 2-213, prevent delays and potential cost increases associated with the formal bid process, as the first event is scheduled for December 12, 2025; and

WHEREAS, the Department recommends that the City Council approve award to PK Productions Inc. and authorize the execution of the contract.

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

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

Resolution No. 2025-53 | Professional Sound System with Stage & Video Wall for City Events

Page No. 2

GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby awards RFQ26-001/CRS to PK Productions Inc. and approves the execution of an agreement in the amount of \$41,144.50 for provide professional sound system services.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the agreement and take all necessary actions to carry out the intent of this Resolution.

SECTION 3. This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED this 3rd of day of November 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

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

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

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

Voted:
Susy Diaz, Council Member, *Deputy Mayor*

Voted:
Elisa Leheny, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR AGREEMENT

Professional Sound System with Stage & Video Wall for City Events

THIS CONTRACTOR AGREEMENT ("Agreement") is made this 3rd day of November 2025, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and **PK Productions Inc.**, a corporation authorized to do business in the State of Florida, herein referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY issued Request for Quote No. RFQ26-001/CRS for Professional Sound System with Stage & Video Wall for City Events ("RFQ" hereafter);

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

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 RFQ 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 the duration of the city events stated in the RFQ document, City acceptance, and payment of the project. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. SCOPE OF WORK

2.1 CONTRACTOR agrees to provide professional sound system services for the CITY as set forth in the RFQ and CONTRACTOR'S proposal response dated October 17, 2025, which RFQ 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 insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

5. EQUIPMENT

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

6. FEE AND ORDERING MECHANISM

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

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

7. MAXIMUM COSTS

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

16. INDEMNITY

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

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 CONTRACTOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail.**

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 TRIAL 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:

AMAURY ARROYO
PK PRODUCTIONS INC.
1400 NW 65TH AVE, UNIT C
PLANTATION, FL 33313

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.

35. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)

35.1 By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

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:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of _____, 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 _____ [CONTRACTOR's Name] to the same.

Notary Public

Print Name: _____

My commission expires: _____

CITY OF GREENACRES RFQ TABULATION**RFQ Number:** RFQ26-001/CRS**Description:** Professional Sound System with Stage & Video Wall for City Events**Department:** Community & Recreation Services**Opening Date:** October 17, 2025

Vendor Name:	Dal Entertainment Inc.	Full Moon Creative, LLC	PK Productions Inc	Sacred Heart Productions, LLC
Address:	3521 NW 19th Street Lauderdale Lakes, FL 33311	10001 NW 50th Street, Suite 202 Sunrise, FL 33351	1400 NW 65th Ave., Unit C Plantation, FL 33313	5055 Havens Road Akron, NY 14001
Phone:	(754) 667-1413	(954) 742-2622	(844) 770-7070	(716) 984-3346
Email:	sales@zenentusa.com	dmoon@fullmooncreative.com	info@pkpro.com	kkelley.sacredheart@gmail.com

Item	Description	Cost		Cost	Cost
1	Holiday in the Park	16,055.00	26,825.00	14,894.50	12,675.00
2	Sunday Sounds (1st Concert)	9,305.00	26,825.00	4,600.00	8,077.00
3	Sunday Sounds (2nd Concert)	9,305.00	26,825.00	4,600.00	8,077.00
4	Sunday Sounds (3rd Concert)	9,305.00	26,825.00	4,600.00	8,077.00
5	100th Birthday Bash	9,305.00	26,825.00	4,600.00	8,077.00
6	Ignite the Night	18,965.00	29,995.00	7,850.00	9,282.00
	TOTAL	72,240.00	164,120.00	41,144.50	54,265.00



ITEM SUMMARY

MEETING DATE: November 3, 2025
FROM: Andrea McCue, City Manager
SUBJECT: Resolution 2025 - 54

BACKGROUND

On May 21, 2018, Ordinance 2018-08 was issued to establish a policy and procedure for the use of the City's official designated seal. In 2025 the City worked to have a branding logo to represent the City. Council Policy No. 31 would be amended to update allowing uses of the seal and provide for allowed uses of the City's branding logo and official seal.

ANALYSIS

The City wishes to use the City seal to authenticate official documents, certifications, and legal instruments. The branding logo would be used for correspondence, outreach, and promotional materials to represent the City's identity and public image.

FINANCIAL INFORMATION

N/A

LEGAL

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

STAFF RECOMMENDATION

Staff recommends approval of Resolution 202-54.



CITY OF GREENACRES COUNCIL POLICY

Policy No.: 31
 Issued: 05-21-18
 Revised: 10-20-25

SUBJECT: Use of the City's Official
 Seal and Branding Logo

REFERENCE: Ordinance No. 2018-08
 Section 2-1 of Code of Ordinances

PURPOSE: To establish a policy and procedure for the use of the City's
 officially designated seal and the City's branding logo.

POLICY:

I. In general.

The Official Seal of the City of Greenacres, as designated by Ordinance No. 2018-08 (the "Seal"), represents the authority of the municipal government and is used to authenticate official documents, certifications, and legal instruments. The city clerk shall be the custodian of the Seal.

The Branding Logo of the City of Greenacres (the "Branding Logo") is used for correspondence, outreach, and promotional materials to represent the City's identity and public image. It is part of the City's branding and marketing initiative. The director of communications and governmental affairs (the "Communications Director") shall be the custodian of the Branding Logo.

II. Use of the Seal.

A. Allowable official uses.

City officials and employees may use the Seal in the performance of their official duties for the following:

1. Ordinances, resolutions, contracts, and agreements executed by authorized officials.
2. Official City permits, licenses, and certificates issued by a city department.
3. Legal documents, and notarized documents requiring authentication.
4. Official meeting minutes, agendas, or notices of the City Council.

If a City official or employee is unsure whether the use of the Seal is appropriate under this provision, the City official or employee may request written authorization from the city clerk prior to the use of the Seal.

B. Prohibited uses.

1. The use of the Seal in campaign material is prohibited. This prohibition includes any use, display, reproduction, photograph, mock-up or other duplication of the Seal.
2. Any use of the Seal that is not authorized by this Policy or by the city clerk is prohibited.

C. Revocation of authorized use.

The city clerk may immediately revoke his/her prior authorization for use of the Seal upon (1) a reasonable belief that false or inaccurate information was submitted to obtain said authorization or (2) a reasonable belief that the Seal may be used or has been used improperly.

III. Use of the Branding Logo.

A. Allowable Official Use.

The Branding Logo is intended for use by City officials and employees in the performance of their official duties for general correspondence, outreach, and promotional purposes. It may be used for materials that represent the City's programs, services, and public engagement. Appropriate uses include:

1. City department letterhead and internal memoranda.
2. Press releases, brochures, newsletters, and marketing materials.
3. City websites, email signatures, social media.
4. Community outreach materials, and proclamations.
5. City-sponsored event signage, banners, and presentations.

If a City official or employee is unsure whether the use of the Branding Logo is appropriate under this provision, the City official or employee may request written authorization from the Communications Director prior to the use of the Branding Logo.

B. Allowable uses for events.

If the City sponsors or co-sponsors an event, the City or the event co-sponsor shall secure the written authorization of the Communications Director prior to the use of the Branding Logo in the event materials. The Communications Department shall provide authorized co-sponsors with the Branding Logo to be used in such materials. Co-sponsors shall use only the form of the Branding Logo provided to them by the Communications Department unless otherwise approved by the Communications Director.

C. Prohibited Uses.

1. The use of the Branding Logo in campaign material is prohibited. This prohibition includes any use, display, reproduction, photograph, mock-up or other duplication of the Branding Logo.

2. Any use of the Branding Logo that is not authorized by this Policy or by the Communications Director is prohibited.

D. Revocation of Authorized Use.

The Communications Director may immediately revoke his/her prior authorization for use of the Branding Logo upon (1) a reasonable belief that false or inaccurate information was submitted to obtain said authorization or (2) a reasonable belief that the Branding Logo may be used or has been used improperly.

This policy shall become effective immediately upon its adoption by the City Council, and shall supersede any prior inconsistent policy or portion thereof, to the extent of such inconsistency.

[Signatures follow on next page]

RESOLVED AND ADOPTED this 3rd day of November, 2025

Chuck Shaw, *Mayor*

Voted:

Susy Diaz, *Deputy Mayor*

Attest:

Quintella Moorer, *City Clerk*

Voted:

John Tharp, *Council Member, District I*

Voted:

Peter Noble, *Council Member, District II*

Voted:

Judith Dugo, *Council Member, District III*

Voted:

Elisa Leheny, *Council Member, District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, *City Attorney*

RESOLUTION NO. 2025-54**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING COUNCIL POLICY NO. 31 TO UPDATE ALLOWED USES OF THE CITY'S OFFICIAL SEAL AND PROVIDE FOR ALLOWED USES OF THE CITY'S BRANDING LOGO AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

WHEREAS, pursuant to Ordinance No. 2018-08, the City Council designated its official seal; and

WHEREAS, pursuant to Resolution No. 2018-19, the City Council adopted Council Policy No. 31 to further protect and control the use of the seal; and

WHEREAS, the City Council finds that Council Policy No. 31 should be amended to update allowed uses of the seal and provide for allowed uses of the City's branding logo; and

WHEREAS, the City Council finds that the amendment of Council Policy No. 31 is in the best interest of the public health, safety and welfare and serves a public purpose.

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

SECTION 1. Pursuant to Ordinance No. 2018-08, the City Council hereby approves the Policy regarding the "Use of the City's Official Seal and Branding Logo" which is attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

RESOLVED AND ADOPTED this 3rd day of November, 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
Susy Diaz, Deputy Mayor

Voted:
John Tharp, Council Member District I

Voted:
Peter Noble, Council Member, District II

Voted:
Judith Dugo, Council Member, District III

Voted:
Elisa Leheny, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: November 3, 2025

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

SUBJECT: **Ordinance 2025-06 – ZTA-25-03 – First Reading**
Impervious/Pervious Surfaces & Driveways

BACKGROUND

The City-initiated request for a Zoning Text Amendment (ZTA) to Chapter 16 establishes clear standards for impervious and pervious surfaces, and driveway requirements for residential properties. The proposed text amendment addresses ongoing concerns associated with excessive impervious surface coverage on residential lots and the increased potential for flooding. Currently, the City has established policies and standards regarding impervious surfaces, driveways, and drainage; however, the lack of clear codified standards has resulted in the need to codify these policies and standards in the Zoning Regulations to ensure predictability for homeowners and protect the City from stormwater impacts.

The Development Review Committee has reviewed this proposed amendment and recommended approval, followed by the Planning and Zoning Board, which recommended approval by a vote of 4-0 at their meeting on October 9, 2025.

ANALYSIS

The proposed amendment clarifies definitions and provides for impervious surface, pervious yard, and driveway standards to align the Zoning Code with the City's drainage requirements in Section 12-58 of the Code of Ordinances, parking regulations, and City policy. The amendment also supports the goals, objectives, and policies of the City's Comprehensive Plan as it relates to sustainability, environmental responsibility, and aesthetic character.

FINANCIAL INFORMATION

N/A.

LEGAL

Ordinance 2025-06 was prepared in accordance with all applicable state statutes and City Code requirements and has been reviewed for legal sufficiency.

STAFF RECOMMENDATION

Approval of ZTA 25-03 through the adoption of Ordinance 2025-06.

ORDINANCE NO. 2025-06

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE I, IN GENERAL; ARTICLE III, DISTRICT REGULATIONS; ARTICLE IV, SUPPLEMENTAL DISTRICT REGULATIONS; AND ARTICLE VII, LANDSCAPING, TO REVISE DEFINITIONS, STANDARDS RELATED TO IMPERVIOUS AND PERVIOUS SURFACES, AND DRIVEWAY REQUIREMENTS FOR RESIDENTIAL PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Greenacres City Council (the “City Council”), as the governing body of the City of Greenacres (the “City”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its Land Development Regulations (the “Zoning Code”); and

WHEREAS, the City Council finds it periodically necessary to amend the Zoning Code to ensure consistency with the goals, policies and objectives of the Comprehensive Plan, address regulatory clarity, and to accommodate evolving community needs in the City; and

WHEREAS, the City has identified increasing concerns with excessive impervious surface coverage on residential lots; and

WHEREAS, Section 12-58 of the City’s Code of Ordinances requires all properties to provide on-site drainage and legal positive outfall to manage stormwater runoff; and in February 2022, the City also adopted a policy limiting residential driveways and requiring engineering certification for expansions, which has since guided permit review and demonstrated a need for clear codified standards; and

WHEREAS, without clear provisions in the Zoning Code regarding pervious and impervious surfaces, and driveway requirements for residential properties, residential areas are at greater risk of flooding and additional permitting delays; and

WHEREAS, the Ordinance clarifies definitions and provides impervious surface, pervious yard, and driveway standards for residential properties to align the Zoning Code with existing drainage requirements, parking regulations, and City policy; and

WHEREAS, the Ordinance will ensure predictability for homeowners and protects the City's infrastructure and neighborhoods from stormwater impacts; and

WHEREAS, the Planning and Zoning Board held a duly advertised public hearing on October 9, 2025, and has considered the proposed amendment for compliance with the staff findings relevant to the criteria for a Zoning Text Amendment as detailed in the Development and Neighborhood Services Staff Report and Recommendation, labeled Exhibit "A", revised on October 24, 2025, and it has been determined, in accordance with said Exhibit "A", that the proposed amendments to the City's Code of Ordinances are appropriate; and

WHEREAS, the City Council finds that this Ordinance is necessary for the preservation of the public health, safety and welfare of the City's residents; and

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

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

SECTION 1. Chapter 16, Zoning Regulations, Article I, In General, of the City of Greenacres Code of Ordinances, is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

Section 16-1. Definitions.

[The following definitions shall be placed within the list of definitions in alphabetical order. All other text to remain as-is and are omitted for brevity.]

Building area coverage shall mean the total of all roofed or undercover areas of the principal and accessory buildings.

Impervious surface shall mean ~~those any surfaces which do not absorb water. They consist of all buildings, parking areas, driveways, roads, sidewalks and any areas of concrete or asphalt.~~ incapable of being penetrated by water under normal circumstances. These surfaces include but are not limited to roofs, areas paved or covered with concrete, asphalt, synthetic material, or other similar materials, etc.

~~Lot coverage shall mean that portion of the area of a lot, expressed as a percentage, occupied by all buildings or structures which are roofed or otherwise covered.~~

Pervious surface shall mean any surface maintained in its natural state or not covered by impervious surface.

Synthetic turf shall mean a manufactured product that resembles natural grass and is used as a surface for landscaping and recreational areas.

SECTION 2. Chapter 16, Zoning Regulations, Article III, District Regulations, of the City of Greenacres Code of Ordinances, is hereby amended as follows (additions are indicated by underlining and deletions are indicated by strikethrough):

[Sections 16-251 through 16-260 have been omitted for brevity.]

Section 16-261. Maximum ~~lot~~ building coverage and impervious surface area requirements.

(a) The following shall be the maximum ~~lot~~ building coverage by all buildings in the agricultural residential (AR) district shall be as follows:

- (1) Permitted principal and accessory uses, twenty-five (25) percent.
- (2) Other permissible uses including accessory building, twenty (20) percent.

(b) The maximum impervious surface area requirements shall be as follows:

- (1) The overall maximum impervious surface area shall not exceed forty (40) percent.

- (2) For the front yard, the maximum impervious surface area shall not exceed forty (40) percent.

[Sections 16-262 through 16-277 have been omitted for brevity.]

Section 16-278. Maximum ~~lot~~ building coverage and impervious surface area requirements.

- (a) The following shall be the maximum ~~lot~~ building coverage by all buildings in the residential estate (RE) district shall be as follows:

- (1) Permitted principal and accessory uses, twenty-five (25) percent.
- (2) Other permissible uses including accessory building, twenty (20) percent.

- (b) The maximum impervious surface area requirements shall be as follows:

- (1) The overall maximum impervious surface area shall not exceed forty (40) percent.
- (2) For the front yard, the maximum impervious surface area shall not exceed forty (40) percent.

[Section 16-279 through 16-282 have been omitted for brevity.]

Section 16-283. ~~Reserved.~~

~~Sections 16-284—16-300. Reserved.~~

[Section 16-301 through 16-307 have been omitted for brevity.]

Section 16-308. Maximum ~~lot~~ building coverage and impervious surface area requirements.

- (a) The following shall be the maximum ~~lot~~ building coverage by all buildings in the residential low (RL) district shall be as follows:

- (1) Single-family dwellings and their accessory buildings:
 - a. RL-1: Thirty (30) percent.
 - b. RL-2: Thirty (30) percent.
 - c. RL-3: Thirty-five (35) percent.
- (2) Other permissible uses including accessory building, thirty (30) percent.

- (b) The maximum impervious surface area requirements shall be as follows:

- (1) The overall maximum impervious surface area shall not exceed sixty (60) percent.
- (2) For the front yard, the maximum impervious surface area shall not exceed sixty (60) percent.

[Section 16-309 has been omitted for brevity.]

Section 16-310. Height restriction.

The maximum height of all buildings and structures in the residential low density (~~RE~~) (RL) district shall be thirty-five (35) feet.

[Sections 16-311 through 16-312 have been omitted for brevity.]

Section 16-313. ~~Reserved.~~

~~Sections 16-314—16-330. Reserved.~~

[Sections 16-331 through 16-337 have been omitted for brevity.]

Section 16-338. Maximum ~~lot~~ building coverage and impervious surface area requirements.

(a) The following shall be the maximum ~~lot~~ building coverage by all buildings in the residential medium density (RM) district shall be as follows:

- (1) Single-family dwellings and their accessory buildings:
 - a. RM-1: Thirty-five (35) percent.
 - b. RM-2: Thirty-five (35) percent.
- (2) Two-family dwellings, townhouses, cluster developments and their accessory buildings:
 - a. RM-1: Thirty-five (35) percent.
 - b. RM-2: Thirty-five (35) percent.
- (3) Multiple-family dwellings and their accessory buildings:
 - a. RM-1: Thirty-five (35) percent.
 - b. RM-2: Thirty-five (35) percent.
- (4) Other permitted or permissible uses and structures and their accessory buildings:
 - a. RM-1: Thirty (30) percent.
 - b. RM-2: Thirty (30) percent.

(b) The maximum impervious surface area requirements shall be as follows:

- (1) For properties with single- and two-family dwellings, the overall maximum impervious surface area shall not exceed sixty (60) percent.
- (2) For the front yard of all single- and two-family properties, the maximum impervious surface area shall not exceed sixty (60) percent.
- (3) For properties with townhouses, the overall maximum impervious surface area shall not exceed eighty-five (85) percent.

[Sections 16-339 through 16-342 have been omitted for brevity.]

Section 16-343. ~~Reserved.~~

~~Sections 16-344—16-360. Reserved.~~

[Sections 16-361 through 16-367 have been omitted for brevity.]

Section 16-368. Maximum lot building coverage and impervious surface area requirements.

(a) The following shall be the maximum lot building coverage by all buildings in the residential high density (RM) district shall be as follows:

- (1) Single- and two-family dwellings, townhouses, cluster development and their accessory buildings, thirty-five (35) percent.
- (2) Multiple-family dwellings, thirty-five (35) percent.
- (3) Other permitted or permissible uses and structures including accessory buildings thirty (30) percent.

(b) The maximum impervious surface area requirements shall be as follows:

- (1) For properties with single- and two-family dwellings, the overall maximum impervious surface area shall not exceed sixty (60) percent.
- (2) For the front yard of all single- and two-family properties, the maximum impervious surface area shall not exceed sixty (60) percent.
- (3) For properties with townhouses, the overall maximum impervious surface area shall not exceed eighty-five (85) percent.

[Sections 16-369 through 16-372 have been omitted for brevity.]

Section 16-373. ~~Reserved.~~

~~Sections 16-374—16-390. Reserved.~~

[Sections 16-391 through 16-427 have been omitted for brevity.]

Section 16-428. Maximum lot building coverage/ and floor-area-ratio (FAR).

The maximum lot building coverage for all buildings in the office, professional and institutional (OPI) district shall be twenty-five (25) percent. The maximum FAR shall be 0.35.

[Sections 16-429 through 16-431 have been omitted for brevity.]

Section 16-432. ~~Reserved.~~

~~Sections 16-433—16-445. Reserved.~~

[Sections 16-446 through 16-452 have been omitted for brevity.]

Section 16-453. Maximum lot building coverage/ and floor-area-ratio (FAR).

The maximum lot building coverage for all buildings in the commercial neighborhood (CN) district shall be twenty (20) percent. The maximum FAR shall be 0.30.

[Sections 16-454 through 16-477 have been omitted for brevity.]

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Section 16-478. Maximum ~~lot~~ building coverage/ and floor-area-ratio (FAR).

The maximum ~~lot~~ building coverage for all buildings in the commercial general (CG) district shall be thirty (30) percent. The maximum FAR shall be 0.35.

[Sections 16-479 through 16-502 have been omitted for brevity.]

Section 16-503. Maximum ~~lot~~ building coverage/ and floor-area-ratio (FAR).

The maximum ~~lot~~ building coverage for all buildings in the commercial intensive (CI) district shall be thirty (30) percent. The maximum FAR shall be 0.35.

[Sections 16-504 through 16-531 have been omitted for brevity.]

Section 16-532. Maximum ~~lot~~ building coverage/ and floor-area-ratio (FAR).

~~(1)~~ The maximum ~~lot~~ building coverage for all buildings in the government use (GU) district shall be subject to staff review and determination on the basis of good planning and design and published safety standards. The maximum FAR shall not exceed a range from 0.10 to 0.35, with the actual maximum FAR for a particular property to be determined during the site plan approval process on the basis of compatibility with adjacent land uses, service capacity availability, current and future traffic capacity (~~Year 2020, etc. MPO Model~~) and safety.

[Sections 16-533 through 16-548 have been omitted for brevity.]

Section 16-549. Maximum ~~lot~~ building coverage/ and floor-area-ratio (FAR).

The maximum ~~lot~~ building coverage for all buildings in the in the mixed use development districts MXD-R and MXD-C are as follows:

<u>Table 16-549: Building Coverage and Floor-Area-Ratio (FAR)</u>		
(1) Residential uses:		
	<u>Building Coverage</u>	<u>FAR</u>
MXD-R	35%	-
MXD-C	35%	-
(2) Commercial uses:		
	<u>Building Coverage</u>	<u>FAR</u>
MXD-R	Lot Coverage 20%	Maximum FAR 0.20;
MXD-C	Lot Coverage 15%	Maximum FAR 0.25;
(3) Other permitted or permissible accessory uses and structures:		
	<u>Building Coverage</u>	<u>FAR</u>
MXD-R	Lot Coverage 15%;	Maximum FAR 0.15;
MXD-C	Lot Coverage 10%;	Maximum FAR 0.10;

[Sections 16-550 through 16-562 have been omitted for brevity.]

Section 16-563. Maximum residential density and commercial intensity.

The intent of the MXD-O district is to provide an incremental scale of development options based on acreage. This district recognizes that it is in the best interest of the city and sound planning principles to provide incentives to encourage consolidation of smaller

parcels. The maximum residential density and commercial intensity in the MXD-O mixed development district shall be based on the following minimum lot sizes:

Table 16-563: Residential Density and Commercial Intensity			
Development Area	Residential Density	Nonresidential	
		Lot Building Coverage	FAR
1-2.99 acres	4 dwelling units/acre	22%	0.25
3-3.99 acres	5 dwelling units/acre	26%	0.30
Greater than 4 acres	6 dwelling units/acre	30%	0.35

All development under the MXD-O district must be exclusively nonresidential (i.e. commercial only") or must be a combination of residential and nonresidential components (i.e. "mixed use"). For the residential component, a minimum of fifty (50) percent of any residential units proposed as apartments shall be integrated into the commercial structures. Exclusively residential projects are not allowed.

[Sections 16-564 through 16-578 have been omitted for brevity.]

Section 16-579. Maximum residential density and commercial intensity.

The intent of the MXD-OS district is to provide an incremental scale of development based on the square footage of the project site. This district recognizes that it is in the best interest of the city and sound planning principles to provide incentives to encourage consolidation of smaller parcels. The intent of the MXD-OS district is also to provide for an integrated mixture of commercial, office and residential uses. The maximum commercial intensity in the MXD-OS district shall be based on the site area ranges shown in Table 16-579.

Table 16-579: Maximum Lot Building Coverage and Floor-Area-Ratio (FAR)		
Site Area (Square Feet)	Lot Building Coverage	FAR
13,000 to 25,999	20%	0.30
26,000 to 38,999	24%	0.32
39,000 to 51,999	26%	0.33
52,000 to 69,999	28%	0.34
70,000 or more	30%	0.35

The maximum residential density shall be calculated as one (1) dwelling unit per lot platted October 27, 1925 for lots depicted on Greenacres Plat 2 and December 31, 1928 for lots depicted on Greenacres Plat 2 Replat, or six (6) dwelling units per net acre, whichever is greater. Residential density and commercial intensity may both be developed on a property, subject to the maximum ~~lot~~ building coverage and floor area ratio of Table 16-579. Residential uses are subject to the restrictions of Table 16-575, Note 1.

[Sections 16-580 through 16-605 have been omitted for brevity.]

SECTION 3. Chapter 16, Zoning Regulations, Article IV, Supplementary District

Regulations, Division 2, Area and Height Limitations, of the City of Greenacres Code of Ordinances, is hereby amended as follows (additions are indicated by underscoring and deletions are indicated by strikeout):

Section 16-630. Yards.

[Section 16-630(a) has been omitted for brevity.]

- (b) ~~Porches.~~ A porch ~~open on only one (1) side and~~ having a roof shall be considered a part of the building for the determination of ~~lot~~ building coverage and zoning setbacks.
- (c) ~~Pools, terraces, and patios/decks.~~ A pool, terrace or patio/deck shall not be considered in the determination of yard sizes or lot coverage provided that such area is unroofed and without walls or parapets or other forms of enclosure. Such areas ~~A pool, terrace or patio/deck~~ shall not project into any yard to a point closer than five (5) feet from any lot line. In no instance shall there be less than five (5) feet of pervious area sodded or otherwise landscaped with plant material between the pool, terrace or patio/deck and the property line(s). However, when located within a zero lot line development a patio may extend up to the subject property's zero side property line provided a six-foot high solid opaque fence and/or wall is constructed on the zero lot line and it does not conflict with a previously approved development order. Townhouse developments with approved site plans providing specific yard requirements are exempt from this sub-section.

[Sections 16-630(d) through 16-630(f) have been omitted for brevity.]

- (g) Residential ~~D~~driveways. Residential ~~D~~driveways shall comply with the following side setback requirements:
 - (1) ~~In the original section of the city (aka Greenacres Plat 2 and Greenacres Plat 2 Replat), Lake Worth Hills, Palm Beach Villas I and Villa Del Trio, the driveway must be set back a minimum of two (2) feet from the side property line. Where a property contains or is proposing a two foot setback on one (1) side, the opposite side shall maintain a minimum five foot setback. In no case shall a driveway setback be two (2) feet on both sides of the property.~~
 - (2) ~~In Chickasaw Manor, the driveway must be set back a minimum of one (1) foot on the garage side of the house and a minimum of five (5) feet on the other side of the house.~~
 - (3) ~~In zero lot line developments, the driveway may be closer than five (5) feet to the side property line only if the garage is on the zero lot line or if the lot was originally approved with a driveway closer than five (5) feet. Otherwise, a five foot setback must be provided.~~

- ~~(4) In all other developments, the driveway must be set back a minimum of five (5) feet from the side property lines.~~
- (1) Single- and two-family dwellings, and townhouses, access shall be limited to one (1) driveway.
- (2) A semi-circular driveway is permitted on lots with a minimum width of 100-feet for all single- and two-family dwellings. For corner lots, one (1) access point may be permitted along each abutting street frontage.
- (3) The maximum cumulative width for all driveways shall not exceed thirty (30) feet.
- (4) All single- and two-family dwellings shall maintain the following minimum setbacks for driveways:
 - a. Interior side lot line: five (5) feet.
 - b. Corner side lot line: fifteen (15) feet.
- (5) All individual townhouse lots, the driveway shall maintain a minimum one (1) foot setback from the side property lines.
- (6) In zero lot line developments, the driveway shall maintain a minimum two (2) foot setback from the zero-lot line side. Otherwise, a five (5) foot setback must be provided.
- (7) All driveway connections to roads under state or county jurisdiction shall comply with all applicable city, state, and county standards.
- (8) All driveways shall not be located within the sight visibility triangle.
- (9) In all instances the required yard setback shall be sodded or otherwise landscaped pervious area.

[Section 16-630(h) has been omitted for brevity.]

SECTION 4. Chapter 16, Zoning Regulations, Article VII, Landscaping, Division 3, Standards, of the City of Greenacres Code of Ordinances, is hereby amended as follows (additions are indicated by underscoring and deletions are indicated by strikeout):

[Sections 16-1286 through 16-1287 have been omitted for brevity.]

Section 16-1288. Interior landscape requirements for residential developments and districts.

In addition to the required perimeter plantings stated in section 16-1286, all ~~interior~~ residential parcels and uses for residential developments shall provide the following:

- (1) A minimum of one (1) tree and three (3) shrubs shall be installed or preserved per one thousand five hundred (1,500) square feet of area per residential parcel. A minimum of one (1) tree, or equivalent grouping of palms, of the cumulative tree requirement shall be planted within the front yard.

[Sections 16-1288(2) through 16-1288(5) have been omitted for brevity.]

- (6) All ~~interior~~ landscaped areas not dedicated to trees or to preservation of existing vegetation shall be landscaped with ground cover, shrubs, grass, or other

appropriate landscape treatment. Non-living materials, such as rocks and pebbles, excluding synthetic turf, may be incorporated, provided they do not exceed ten (10) percent of the total landscape area.

(7) Synthetic turf that complies with Florida Department of Environmental Protection (DEP) standards adopted pursuant to Section 125.572, Florida Statutes, as amended, may be installed on single family residential properties that are one (1) acre or less in size.

~~(7)~~ Single family subdivisions containing roadway easements for access in lieu of platted roadway tracts shall not have said easement considered as part of the lot area when calculating the minimum landscape requirements. This applies to the following subdivisions:

- a. Buttonwood.
- b. Buttonwood West (aka Buttonwood Plat 2).
- c. Lucerne Homes East.
- d. Mil-Lake Estates Plat 1 (aka Mil Lake Court, Mil Pond Court, Mil Stream Court).
- e. Mil-Lake Estates Addition No. 1 (aka Mil Race Court).
- f. Mil Lake Estates Plat 3 (aka Mil Run Court).
- g. Sunland Estates.

[Section 16-1292 has been omitted for brevity.]

Section 16-1293. Tree dedication requirement.

All new commercial developments approved in the city shall participate in the city's Tree Dedication Program. One (1) Florida Grade #1 container grown Live Oak tree with minimum dimensions of twelve (12) feet in height; two (2) inches in diameter trunk at four (4) feet, and with a five-foot spread shall be dedicated at a rate one (1) tree per one thousand (1,000) square feet of building ~~area~~ coverage or a fraction thereof.

SECTION 5. Amending Related Code Sections. The Chapter 16 Zoning Regulations of the City's Code of Ordinances is hereby amended to update all references to "lot coverage" to "building coverage" throughout the Chapter to ensure consistency with the amended definition herein establishing "building coverage" as the applicable regulatory standard.

SECTION 6. 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 7. Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

SECTION 8. Inclusion in the Code. It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Greenacres, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section", "Article" or another word.

SECTION 9. Effective Date. The provisions of this Ordinance shall become effective immediately upon adoption.

Passed on the first reading this __ day of __, 2025.

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

Chuck Shaw, Mayor
Attest:

Quintella Moorer, City Clerk

Voted: _____
Susy Diaz, Deputy Mayor, *District IV*

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

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

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

Voted: _____
Elisa Leheny, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

ZTA-25-03 (Ordinance 2025-06)

Revised: 10/9/25, and 10/24/2025

Exhibit “A”

Date: April 10, 2025



DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

I. Item Description:

City-initiated Zoning Text Amendment (ZTA) to Chapter 16 (Zoning Regulations), to provide standards for impervious and pervious surface, and driveway requirements for residential properties.

Project Manager: Linda Louie, AICP, Zoning Administrator

II. Background:

The proposed text amendment is at the request of the Development and Neighborhood Services Department to address ongoing concerns associated with excessive impervious surface coverage on residential lots. Per Code Section 12-58, all properties are required to provide on-site drainage and legal positive outfall to manage stormwater run-off. In addition, the City adopted a February 2022 policy limiting driveways and requiring engineering certification for expansions, which has since guided permit review and demonstrated the need for clear, codified standards. Without clear and concise standards in the City’s zoning regulations, residential areas are at greater risk of flooding and also additional delays during the permitting process. The text amendment clarifies definitions and provides for impervious surface, pervious yard, and driveway standards to align the Zoning Code with existing drainage requirements, parking regulations, and departmental policy. This ensures predictability for homeowners and protects the City’s infrastructure and neighborhoods from stormwater impacts.

Proposed Text Amendment:

To address this concern and to provide consistency with the drainage requirements of the city, the text amendment proposes provisions for pervious and impervious surface coverage, residential driveways and clarification to the definitions associated with the text amendment to ensure the standards are consistent, clear and effective. The amendment specifically addresses the following:

- Definitions
 - Change “Lot Coverage” to “Building Coverage”:
 - Eliminates the definition for “lot coverage” to replace it with “building coverage”. This does not change the current building coverage requirements established in the Zoning Code.
 - Provides clarity and consistency with the intent of the current requirements for building coverage.
 - Clarify the definition for “impervious surface” and create a definition for “pervious surface”.
 - Provides clarification of the proposed provisions for the text amendment.

- Standards
 - Establish standards for maximum impervious surface coverage for residential lots:
 - Proposed maximum percentages do not impose greater restrictions than what is currently permitted and observed within the city.
 - Impervious surface standards would also enable provision for pervious surface to meet the drainage requirements of Section 12-58 of the Zoning Code, which was updated in November 2022 to emphasize maintaining on-site drainage and addressing impacts from off-site runoff and inadequate drainage capacity.
 - Establish standards for front yard pervious surface area:
 - The pervious surface percentage proposed within the front yard is necessary to address the city's requirements for drainage and stormwater management on-site.
 - At least one (1) of the required trees shall be planted within the front yard pervious surface area. This requirement does not impact the total required amount of trees as currently established by the Zoning Code.
 - The standards enhance the appearance of residential properties/areas, supporting the City's Comprehensive Plan objectives for a more aesthetic and sustainable City.
 - Residential Driveways
 - In February 2022, the City adopted policy which established the following rules for residential driveways:
 - Driveways limited to a width of 12 feet, however they may be permitted up to a maximum width of 30 feet if the property owner provides certification from a licensed engineer confirming on-site compliance the city's drainage standards.
 - In communities with approved master drainage/site plan, driveways must remain consistent with the approved plan. Expansions are not permitted unless the master permittee (HOA) obtains an amendment to the plan, and any expansion must demonstrate consistency with existing LWDD/SFWMD permits or obtain updated permits as needed.
 - Only one driveway per lot is permitted, unless multiple driveways were approved previously, in which case they may be maintained.
 - Driveways limited to a maximum width of 30 feet:
 - The City adopted policy in February 2022 which currently limits residential driveways to a maximum width of 12 feet. However, a driveway may be permitted up to a maximum width of 30 feet, with certification from a licensed engineer stating that the city's drainage standards can be met on-site. The proposed amendment maintains the maximum width of 30 feet and generally the allowance of only one driveway per property is permitted.
 - Residential driveways would be included in the maximum impervious surface coverage calculation to ensure adequate pervious surface area on residential lots.
 - The proposed amendment acknowledges and accommodates the need for additional parking in residential areas.
 - Incorporate exemptions for synthetic turf:
 - Language added to be consistent with the State Statute allowing synthetic turf on single-family residential properties less than one (1) acre in size.
 - The installation of synthetic turf must be consistent with the Florida Department of Environmental Protection (FDEP) standards regarding materials, permeability and drainage.

- Standards are currently being established by FDEP, Exemption will not be permitted until the FDEP standards are in place.

IV. Staff Analysis:

Staff conducted an in-depth parcel analysis of the impervious surface coverage and driveway widths of the representative residential areas within the city. Based on Staff's analysis, the proposed text amendment is in line with the City's current policies and the conditions observed; the text amendment provides clear standards for homeowners and developers to easily follow and to ensure that the city's policies and requirements are met within the City. The amendment consolidates existing policies and standards by ensuring required impervious parking/driveways are included in the impervious calculation. Currently Section 16-1336 establishes the required number, location, and dimensional standards for parking, while Section 14-28 requires that all parking be provided on a paved, permitted surface such as a driveway. Together, these provisions already regulate the design and function of required parking. The proposed amendment clarifies that such required parking areas are counted toward total impervious surface, while overall drainage requirements remain regulated by Section 12-58. Section 12-58 (Drainage) was most recently amended in November 2022 to strengthen on-site drainage requirements, specifically to address off-site runoff and inadequate drainage. In addition, the Department adopted policy in February 2022 limiting driveway widths and requiring engineering certification for expansions, which has since guided permit review. The proposed amendment complements both these provisions and the existing policy by codifying maximum impervious surface standards and driveway limits. This simplifies permitting, reduces resubmittals, and improves predictability for property owners while ensuring drainage compliance and accommodating the required parking.

The proposed text amendment aligns with the City's drainage requirements in Section 12-58 of the Code of Ordinances, and it will also support the City's goals for sustainability, environmental responsibility and aesthetic character.

Development Review Committee (DRC) Staff Comments:

The proposed amendment was reviewed by the DRC and was recommended for approval.

V. Zoning Text Amendment Criteria:

In accordance with the city's Zoning Regulations, Staff shall analyze the proposed text amendment with the criteria provided in Section 16-154(b). Staff's analysis of the criteria, to be considered by the Planning and Zoning Board (PZB) is provided below:

A. The need and justification for these changes:

The proposed ZTA is necessary to update, clarify, and establish standards regarding impervious surface requirements on residential lots. The amendment addresses the increasing concerns over driveway expansions, and the lack of pervious surface to accommodate stormwater run-off and adequate drainage. The text amendment would ensure that the City's standards for impervious surface coverage are consistent with the city, state and county regulatory standards for drainage by creating clear and more cohesive guidelines for homeowners and developers. The text amendment also meets the City's broader goals for sustainability and environmental responsibility.

- 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 text amendment directly aligns with the goals, objectives and policies of the Comprehensive Plan, particularly Utilities Element Policy 1.9.3, which enables the city to establish land development regulations to maximize percolation and filtration of water run-off through the earth's surface, and Utilities Element Objective 1.11, which requires the city to enforce stormwater drainage regulations for the protection of natural drainage features. By amending the standards for pervious and impervious surfaces, landscaping, and residential driveways, natural drainage will be improved in residential areas for better stormwater management. The proposed amendment is also consistent with the long-term growth and planning objectives. by supporting a more sustainable and environmentally conscious approach to residential development.

VI. Staff Recommendation:

Approval of ZTA-25-03 through the adoption of Ordinance 2025-06.

PLANNING & ZONING BOARD – April 10, 2025

The concept for the proposed text amendment was presented to the Planning and Zoning Board on April 10, 2025. A motion was made by Board Member Edmonson and seconded by Board Member Robarts, by a vote of five (5) to zero (0) to proceed with Zoning Text Amendment **ZTA-25-03**.

PLANNING & ZONING BOARD – October 9, 2025

The Planning and Zoning Board of Appeals on a motion made by Board Member Edmundson and seconded by Board Member Robarts, by a vote of four (4) to zero (0) recommended approval of Zoning Text Amendment **ZTA-25-03** (*Chapter 16 Pervious/Impervious Surfaces & Driveways*) as presented by staff.

CITY COUNCIL ACTION First Reading

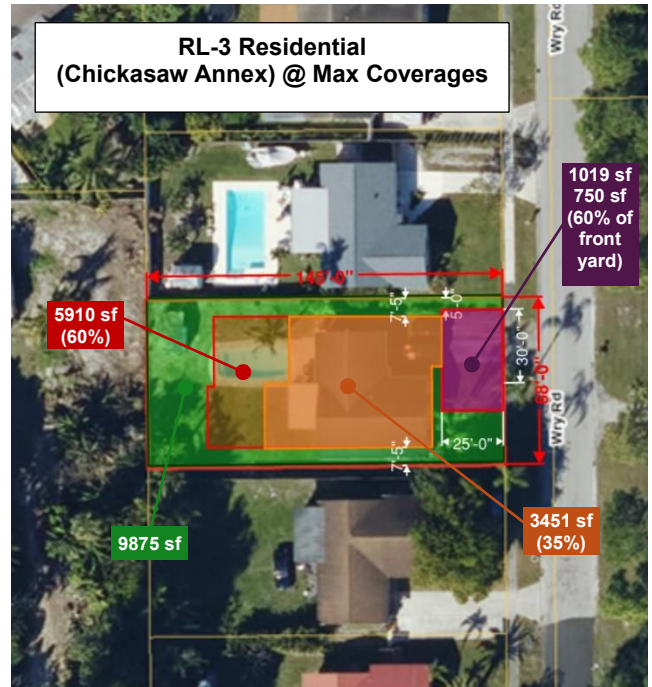
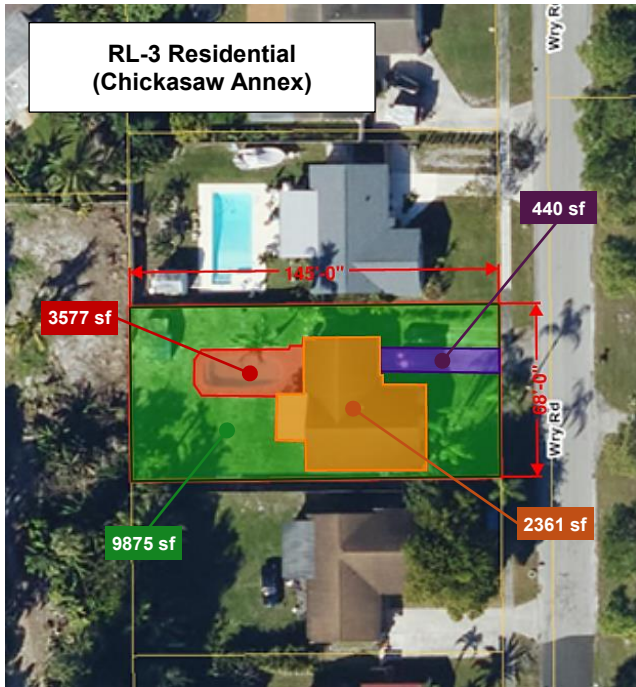
CITY COUNCIL ACTION Adoption Hearing

Attachments:

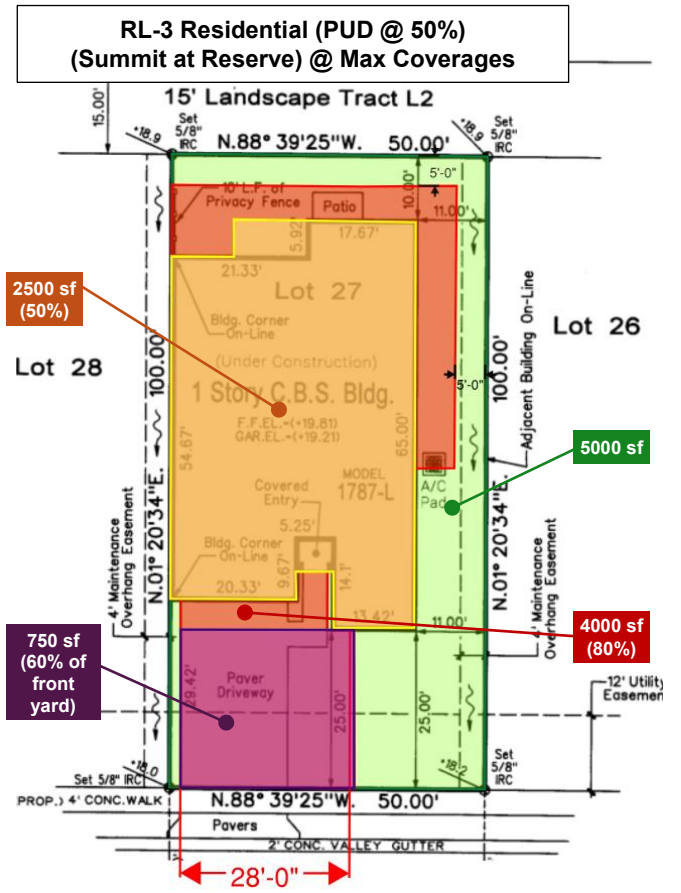
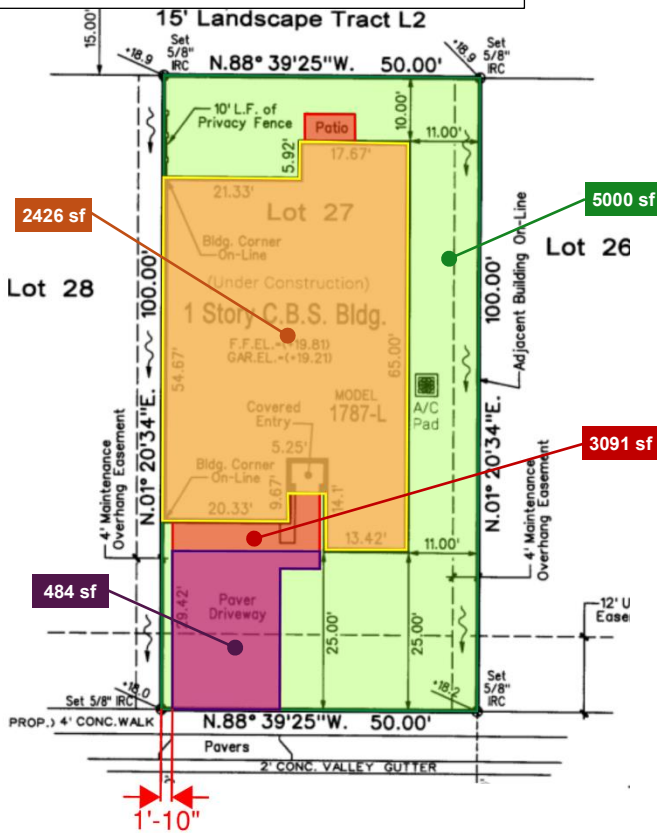
1. Parcel Analysis
2. Internal Driveway Standards and Policy

Residential Districts Requirement Analysis (existing v proposed):

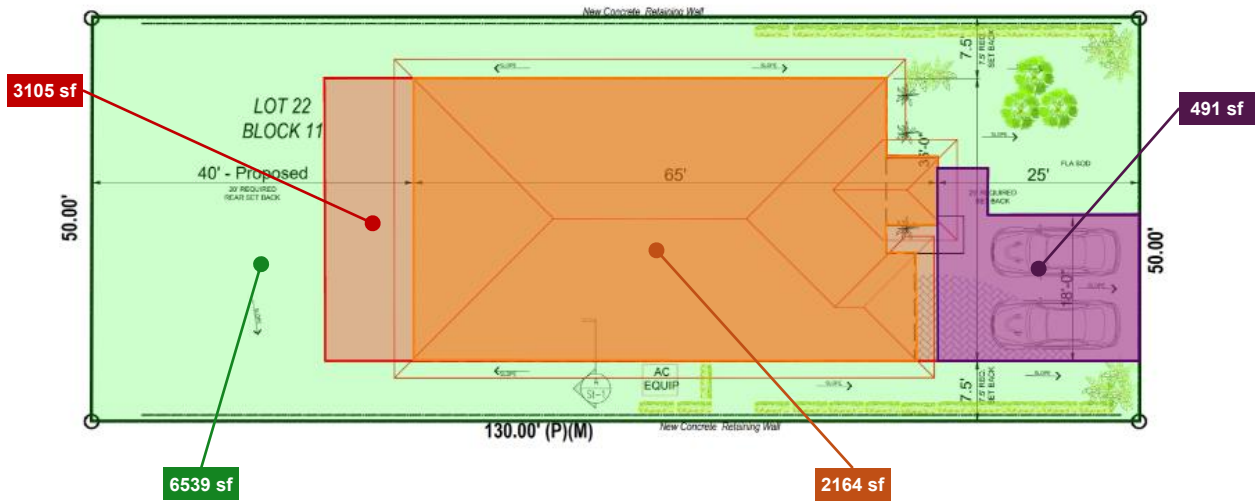
Res District	Lot Area	Lot Width	Building Coverage	Impervious	Pervious	Front Yard (Max 30 wide)	Front	Rear	Side
AR (Gardner's)	156424 (3.59 ac)	250	39105 (25%)	62569 (40%)	93854 (60%)	2500 (20%)	50	50	50
RE	115500 (2.63 ac)	330	28,875 (25%)	46200 (40%)	69,300 (60%)	3300 (20%)	50	50	50
RL-3 (Original Section)	6500	50	2164 (33%) 2275 (35% Max)	3105 (48%) 3900 (60% Max)	3395 (52%) 2600 (40% Min)	491 (39%) 750 (60% Max)	25	20	7.5
RL-3 (Villa del Trio, end unit)	3465	33	973 (28%) 1386 (40% Max)	1373 (40%) 2097 (90% Max)	2092 (60%) 1053 (10% Min)	400 (60%) 750 (90% Max)	25	20	30
RL-3 (Villa del Trio, middle unit)	2100	20	817 (33%) 840 (40% Max)	1217 (33%) 1890 (90% Max)	883 (33%) 210 (10% Min)	400 (79%) 500 (100% Max)	(Middle) 25	(Middle) 20	N/A
RL-3 (Chickasaw Annex)	9875	68	2361 (24%) 3451 (35% Max)	3577 (36%) 5916 (60% Max)	6298 (54%) 3946 (40% Min)	440 (25%) 1020 (60% Max)	25	20	7.5
RL-3 (Summit at Reserve)	5000	50	2426 (47%) 2500 (50% Max)	3091 (62%) 4000 (80% Max)	1919 (38%) 1500 (30% Min)	484 (39%) 750 (60% Max)	25	10	11
RM-2 (Manatee Key)	4152	30	1745 (35%) 1745 (35% Max)	2392 (57%) 2490 (60% Max)	1760 (43%) 1662 (40% Min)	467 (50%) 555 (60% Max)	25	20	10



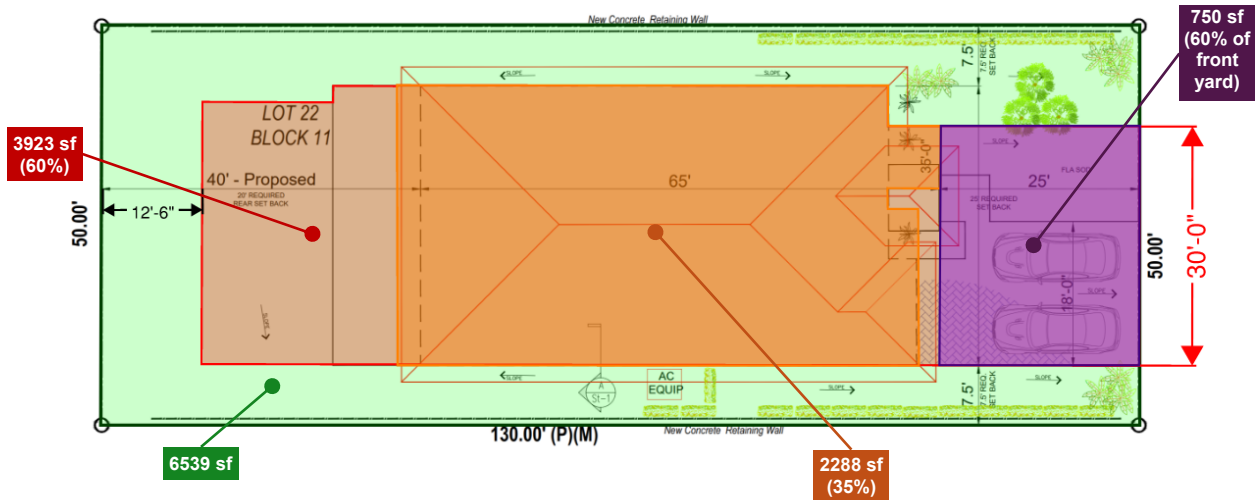
**RL-3 Residential (PUD @ 50%)
(Summit at Reserve) 6024 Osprey Woods Ln**



**RL-3 Residential
(Original Section)**



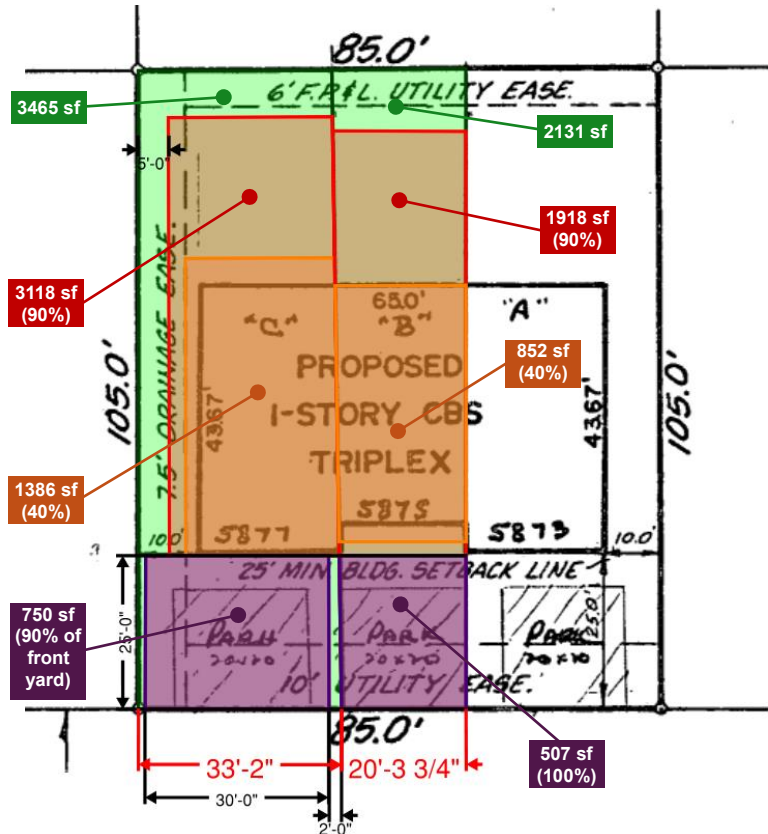
**RL-3 Residential
(Original Section) @ Max Coverages**



RL-3 Residential
(Villa del Trio)



RL-3 Residential (Townhouse @ 40%)
(Villa del Trio) @ Max Coverages

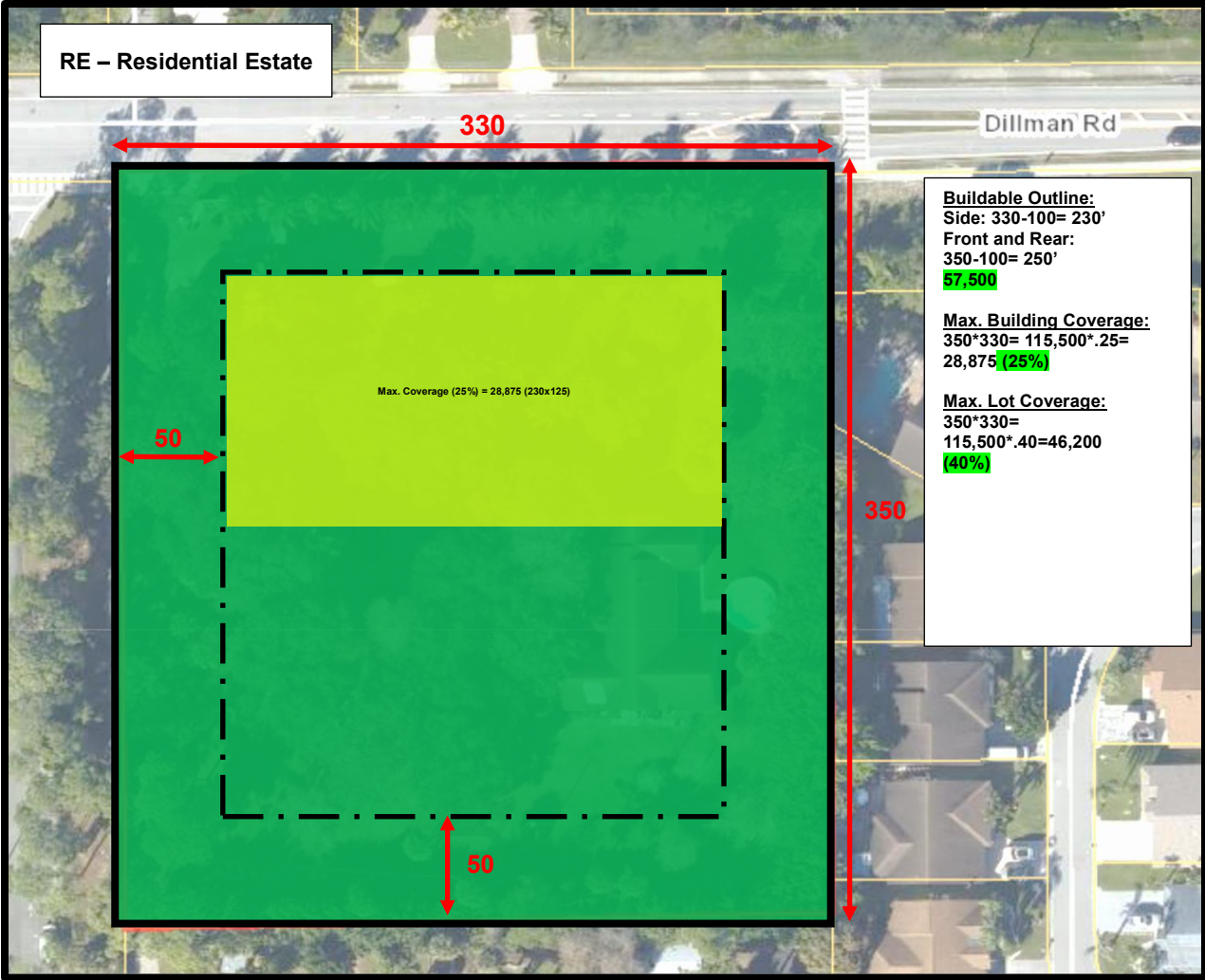


**RM-2 Residential
(Manatee Key)**



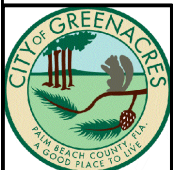
**RM-2 Residential
(Manatee Key) @ Max Coverages**





GENERAL NOTES

1. PROPOSED OR REPLACEMENT DRIVEWAYS LESS THAN 12' WIDE, AS WELL AS ALL SWALES, PROPOSED IN RIGHT OF WAY, SHALL ADHERE TO THE FOLLOWING CITY DETAILS BASED UPON THE TYPE OF DRIVEWAY MATERIAL TYPE AND THE SIZE OF CITY RIGHT OF WAY WIDTH ADJACENT TO THE PROPERTY, AS APPLICABLE: D101(A), D-101(B), D-101(C), D-102(A), D-102(B), D-102(C), D-103(A), D-103(B), D-103(C), S-101(A), S-101(B), AND S-101(C).
2. PROPOSED OR REPLACEMENT DRIVEWAYS GREATER THAN 12' WIDTH WILL REQUIRE PLANS AND DRAINAGE CALCULATIONS PREPARED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER DEMONSTRATING STORM WATER ATTENUATION FOR ADDITIONAL IMPERVIOUS AREA ADDED BY THE DRIVEWAY EXPANSION DOES NOT CAUSE A NET STORM WATER SOIL OR SURFACE STORAGE REDUCTION AS A RESULT OF THE EXPANDED DRIVEWAY. PERVIOUS PAVERS, EXFILTRATION TRENCH, OR OTHER STORM WATER METHODS ACCEPTABLE TO THE CITY MAY BE NECESSARY TO MEET THE STORM WATER ATTENUATION REQUIREMENTS. THIS REQUIREMENT IS NOT INTENDED FOR MASTER PLANNED NEIGHBORHOODS OR HOA'S WHERE THE PERMITTED APPROVED PLANS ON FILE CALL FOR A DRIVEWAY THAT IS LARGER THAN 12' WIDE. IN THOSE CASES DRIVEWAYS CAN BE REPLACED PER THE ORIGINAL APPROVED PLANS ON FILE BUT EXPANSIONS BEYOND THE PREVIOUSLY PERMITTED SIZE/WIDTH WOULD NEED TO MEET THESE REQUIREMENTS.
3. REMOVAL OF TREES WITHIN RIGHT OF WAY REQUIRES A RIGHT OF WAY PERMIT.
4. REMOVAL OF TREES ON PRIVATE PROPERTY REQUIRES A LANDSCAPE PERMIT.
5. THERE SHALL ONLY BE ONE DRIVEWAY PER UNIT UNLESS MASTER HOA DEVELOPMENT PLAN OR PREVIOUS PERMIT INDICATES OTHERWISE. IF PRIOR PERMIT INDICATES OTHERWISE A COPY OF THE PERMIT SHALL BE FURNISHED TO THE CITY BUILDING DEPARTMENT FOR CONCURRENCE PRIOR TO CONSTRUCTION OF DRIVEWAY.



CITY OF GREENACRES
PLANNING, GIS, AND
ENGINEERING DIVISION
5800 MELALEUCA LANE
GREENACRES FL, 33463
561-642-2054

DRIVEWAY/SWALE DETAIL GENERAL NOTES APPLIES TO ALL

D-100
ISSUED FEB. 2022



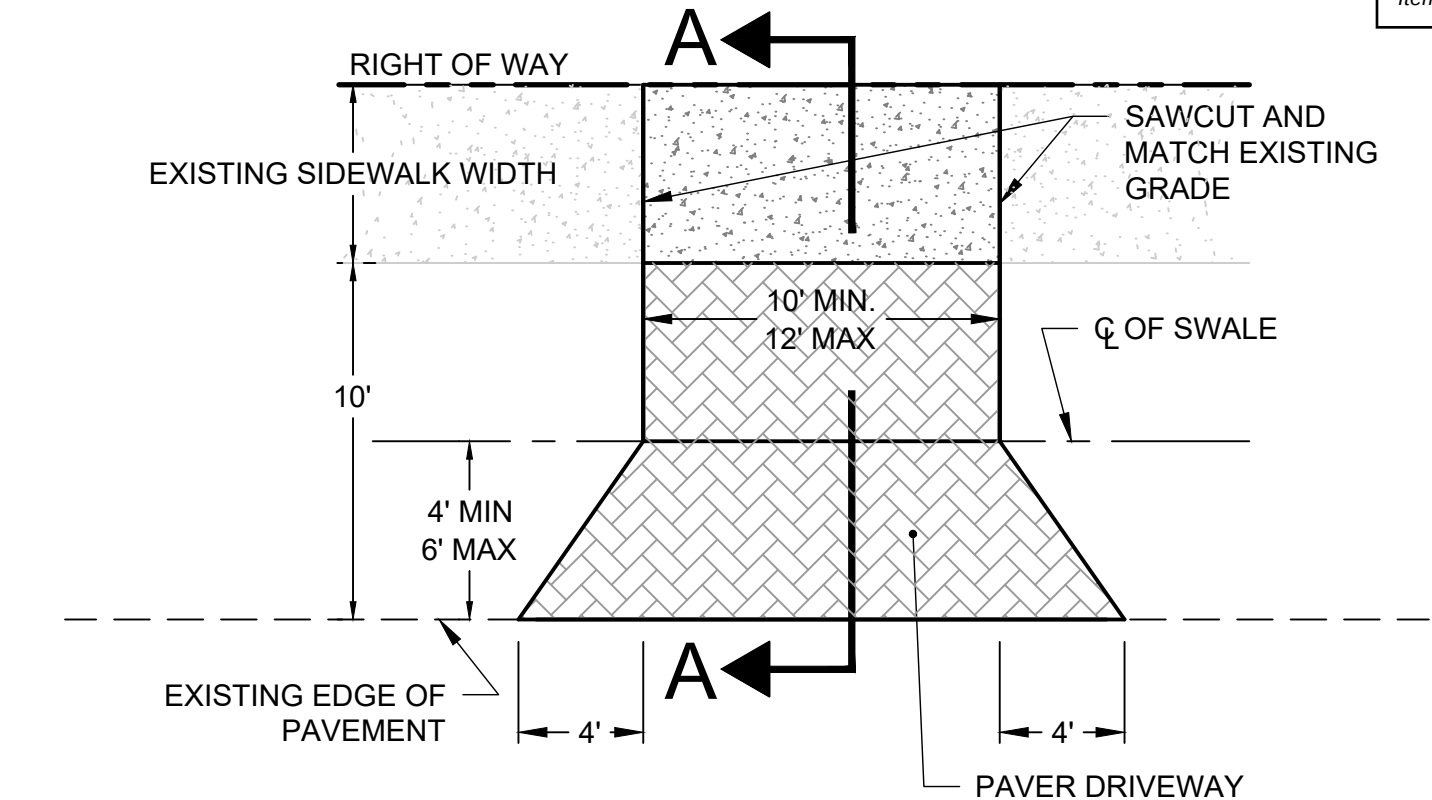
REQUIREMENTS:

1. BUILDING PERMIT REQUIRED.
2. THE TOTAL OF A% SLOPE + B% SLOPE MUST BE LESS THAN OR EQUAL TO 12.0% AND GREATER THAN 11.5%.
3. EDGE OF DRIVEWAY MUST BE AT LEAST 5' FROM PROPERTY LINE UNLESS ORIGINAL APPROVAL WAS CLOSER. COPY OF ORIGINAL APPROVAL REQUIRED.
4. ONE DRIVE PER UNIT PER PROPERTY UNLESS ORIGINAL APPROVAL FOR CIRCLE DRIVE INCLUDES TWO CONNECTIONS. COPY OF ORIGINAL APPROVAL REQUIRED.
5. HOA APPROVAL MAY BE REQUIRED.

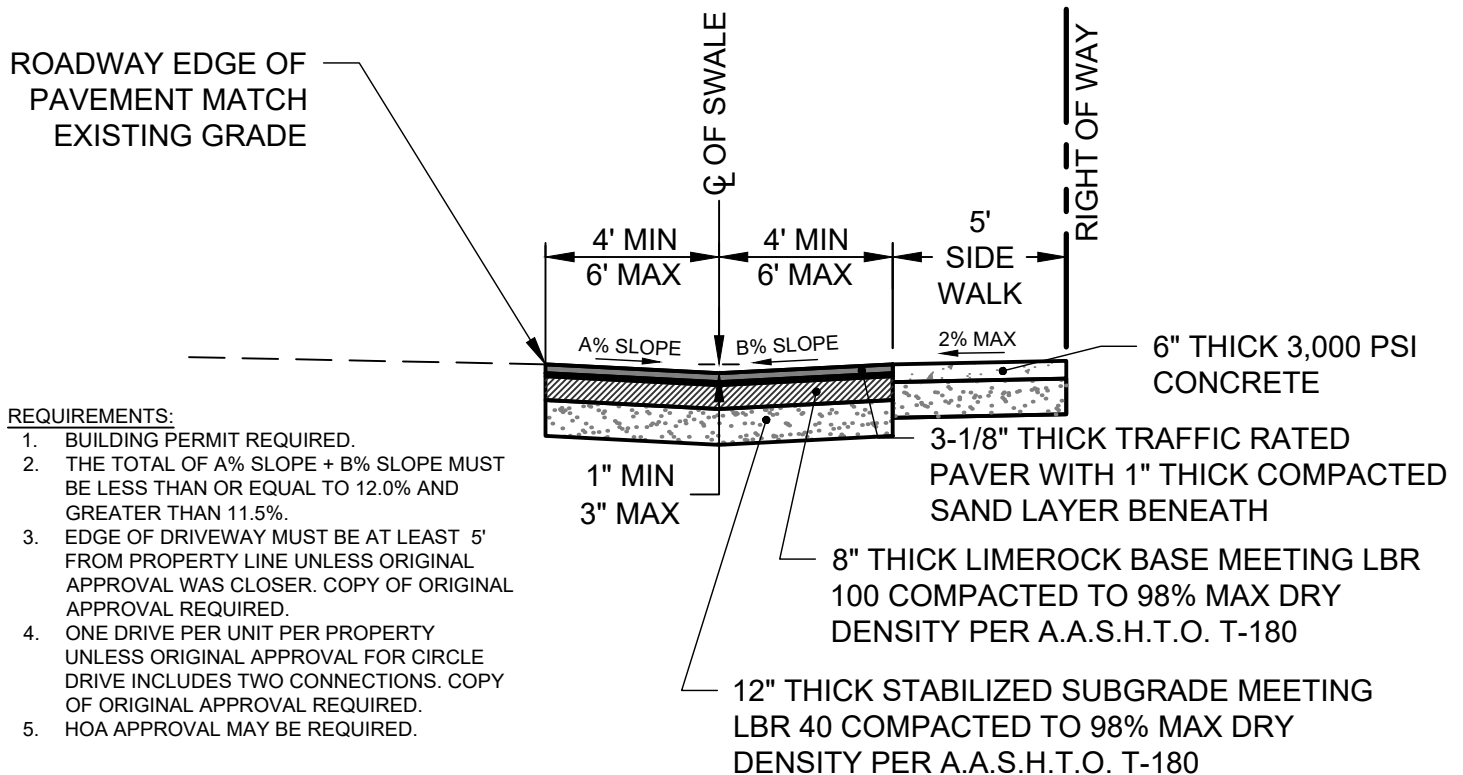
ASPHALT DRIVEWAY DETAIL FOR 50' PUBLIC RIGHT OF WAY

Page 74

SECTION A-A



PLAN



SECTION A-A



CITY OF GREENACRES
PLANNING, GIS, AND
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PAVER DRIVEWAY DETAIL FOR 50' PUBLIC RIGHT OF WAY

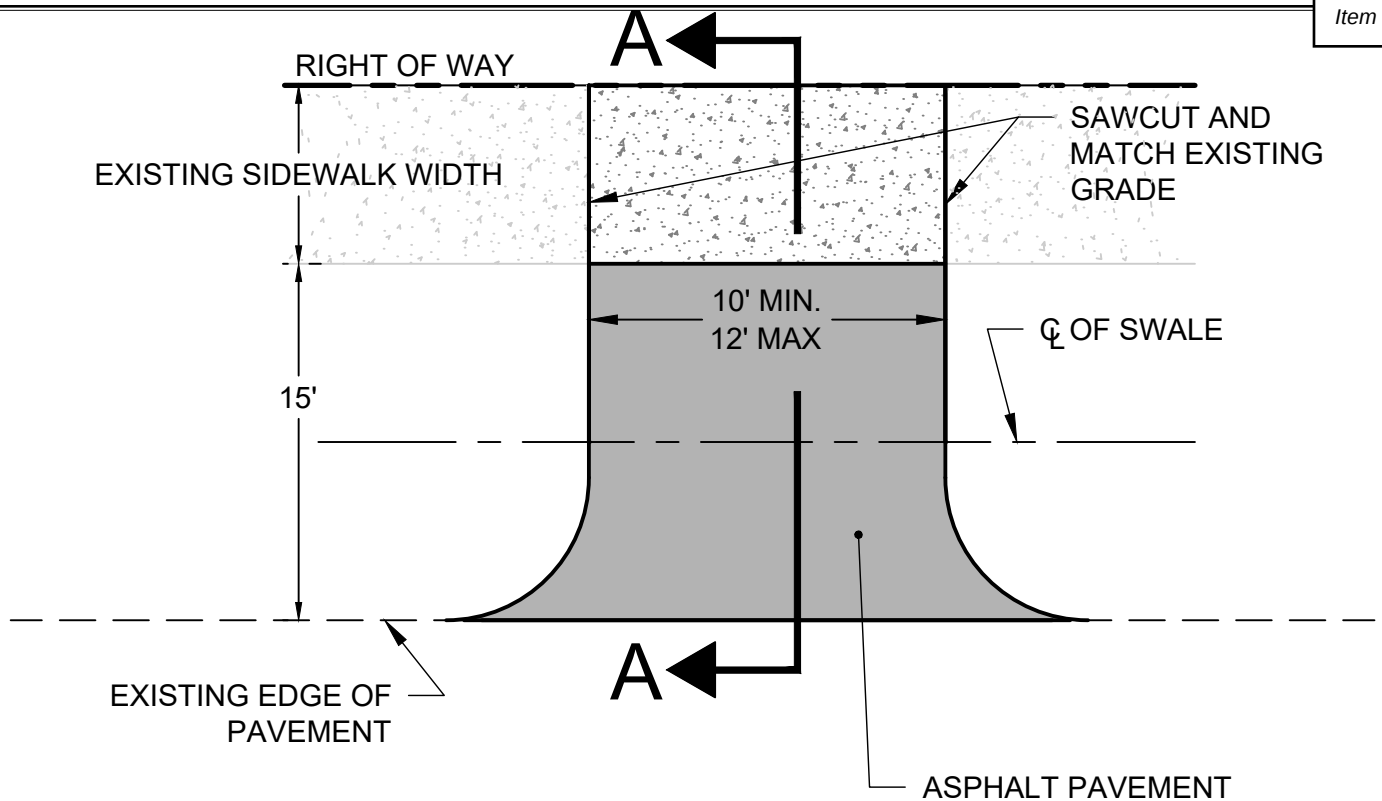
D-101C

ISSUED FEB. 2022

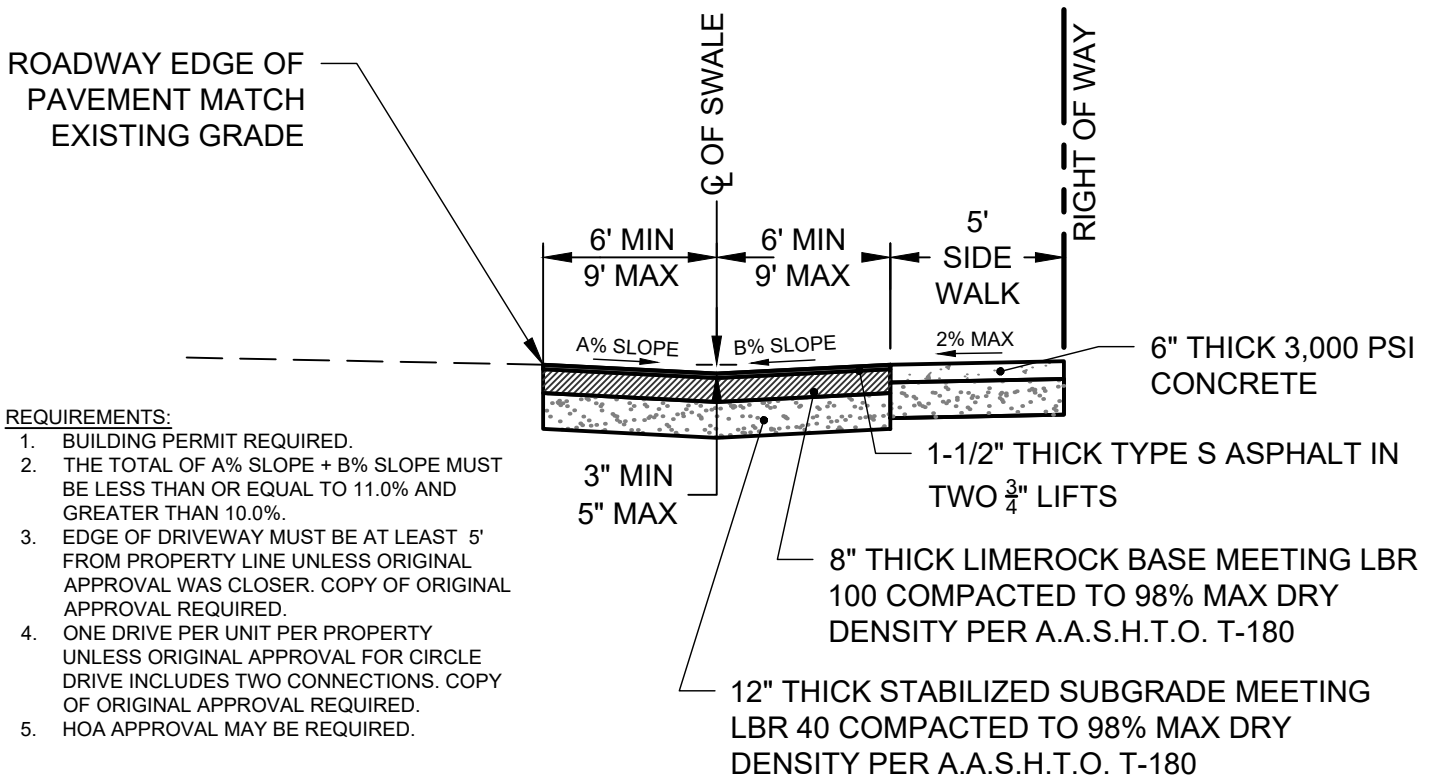


REQUIREMENTS:

1. BUILDING PERMIT REQUIRED.
2. THE TOTAL OF A% SLOPE + B% SLOPE MUST BE LESS THAN OR EQUAL TO 11.0% AND GREATER THAN 10.0%.
3. BUILDING PERMIT REQUIRED.
4. EDGE OF DRIVEWAY MUST BE AT LEAST 5' FROM PROPERTY LINE UNLESS ORIGINAL APPROVAL WAS CLOSER. COPY OF ORIGINAL APPROVAL REQUIRED.
5. ONE DRIVE PER UNIT PER PROPERTY UNLESS ORIGINAL APPROVAL FOR CIRCLE DRIVE INCLUDES TWO CONNECTIONS. COPY OF ORIGINAL APPROVAL REQUIRED.
6. HOA APPROVAL MAY BE REQUIRED.

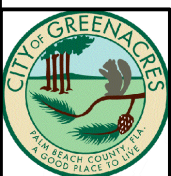


PLAN

**REQUIREMENTS:**

1. BUILDING PERMIT REQUIRED.
2. THE TOTAL OF A% SLOPE + B% SLOPE MUST BE LESS THAN OR EQUAL TO 11.0% AND GREATER THAN 10.0%.
3. EDGE OF DRIVEWAY MUST BE AT LEAST 5' FROM PROPERTY LINE UNLESS ORIGINAL APPROVAL WAS CLOSER. COPY OF ORIGINAL APPROVAL REQUIRED.
4. ONE DRIVE PER UNIT PER PROPERTY UNLESS ORIGINAL APPROVAL FOR CIRCLE DRIVE INCLUDES TWO CONNECTIONS. COPY OF ORIGINAL APPROVAL REQUIRED.
5. HOA APPROVAL MAY BE REQUIRED.

SECTION A-A

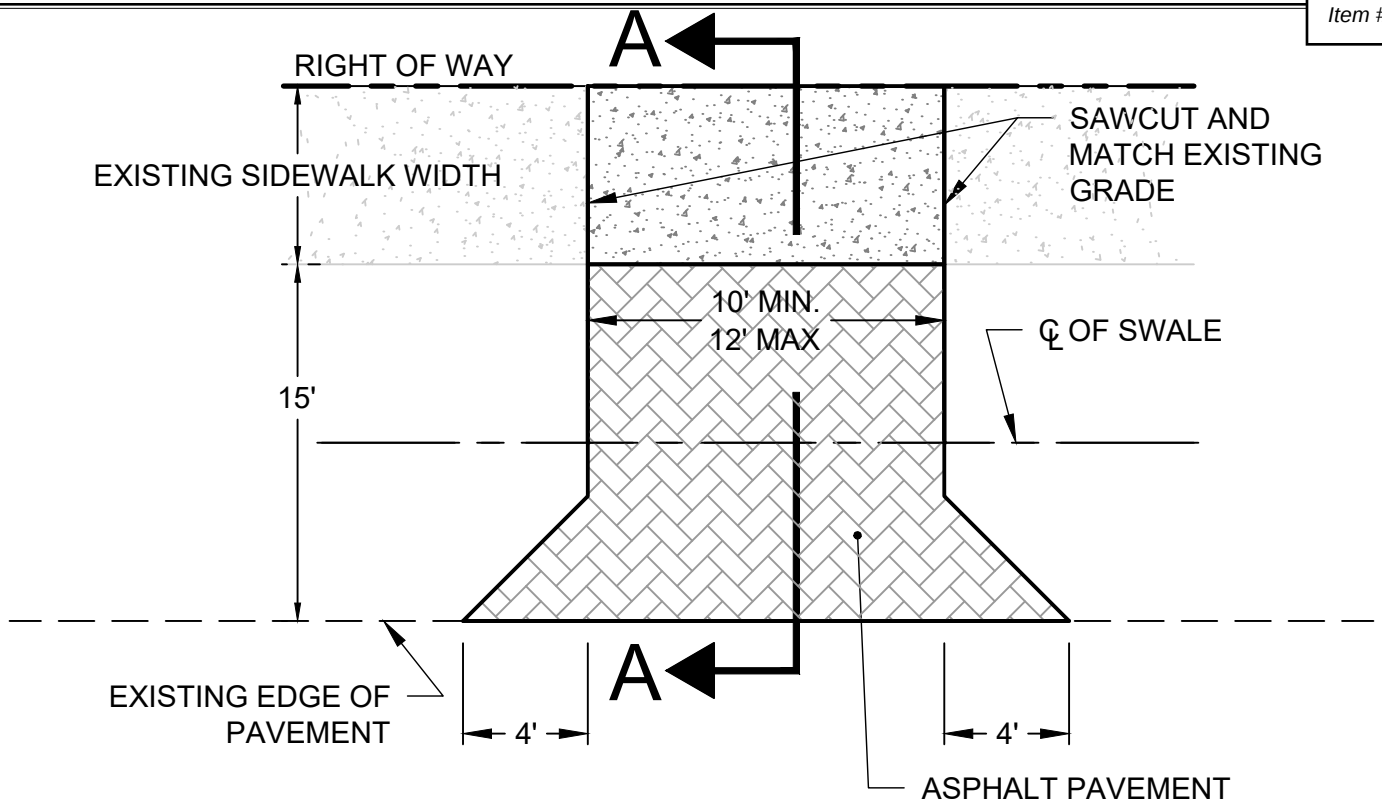


CITY OF GREENACRES
PLANNING, GIS, AND
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5800 MELALEUCA LANE
GREENACRES FL, 33463
561-642-2054

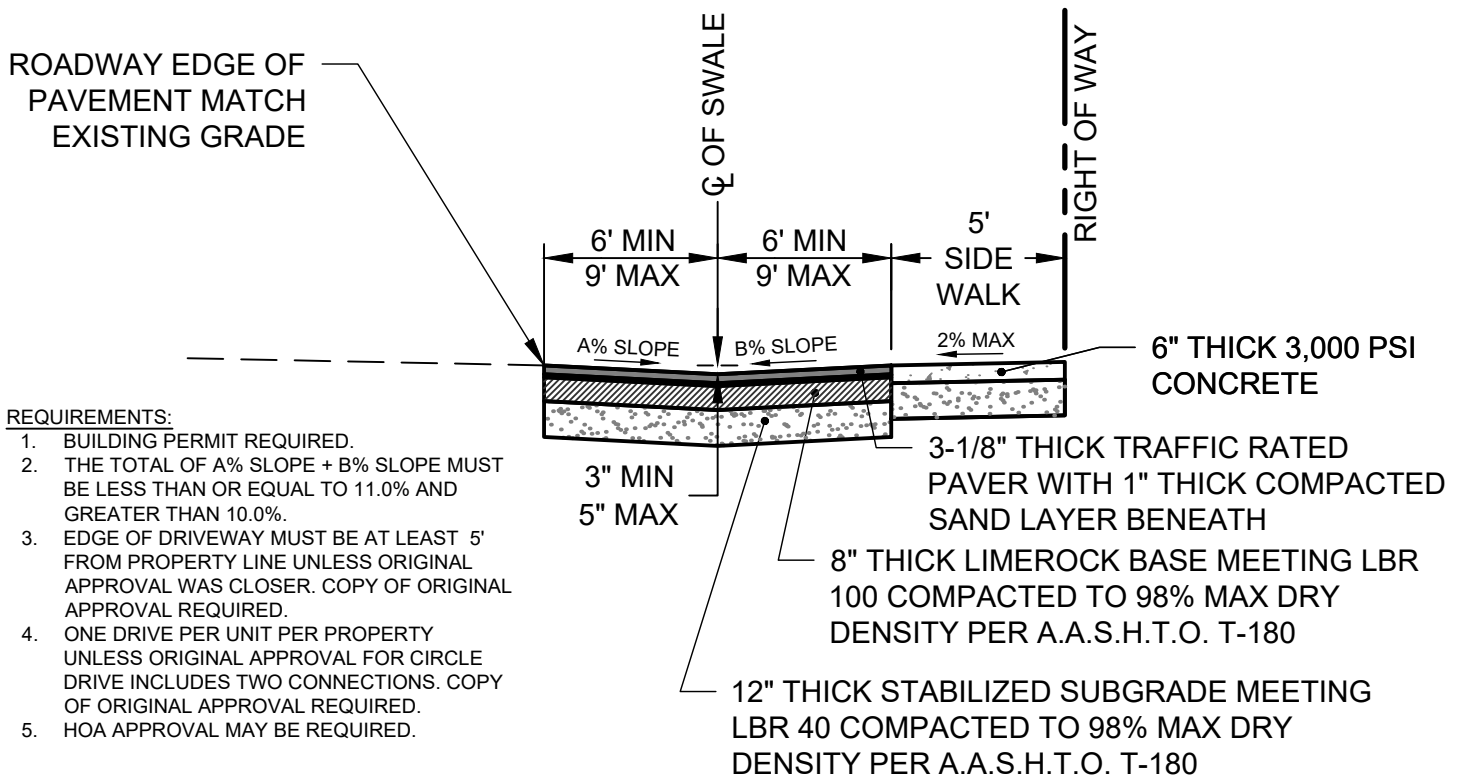
ASPHALT DRIVEWAY DETAIL FOR 60' PUBLIC RIGHT OF WAY

D-102B

ISSUED FEB. 2022



PLAN

**REQUIREMENTS:**

1. BUILDING PERMIT REQUIRED.
2. THE TOTAL OF A% SLOPE + B% SLOPE MUST BE LESS THAN OR EQUAL TO 11.0% AND GREATER THAN 10.0%.
3. EDGE OF DRIVEWAY MUST BE AT LEAST 5' FROM PROPERTY LINE UNLESS ORIGINAL APPROVAL WAS CLOSER. COPY OF ORIGINAL APPROVAL REQUIRED.
4. ONE DRIVE PER UNIT PER PROPERTY UNLESS ORIGINAL APPROVAL FOR CIRCLE DRIVE INCLUDES TWO CONNECTIONS. COPY OF ORIGINAL APPROVAL REQUIRED.
5. HOA APPROVAL MAY BE REQUIRED.

SECTION A-A

PAVER DRIVEWAY DETAIL FOR 60' PUBLIC RIGHT OF WAY



CITY OF GREENACRES
PLANNING, GIS, AND
ENGINEERING DIVISION
5800 MELALEUCA LANE
GREENACRES FL, 33463
561-642-2054

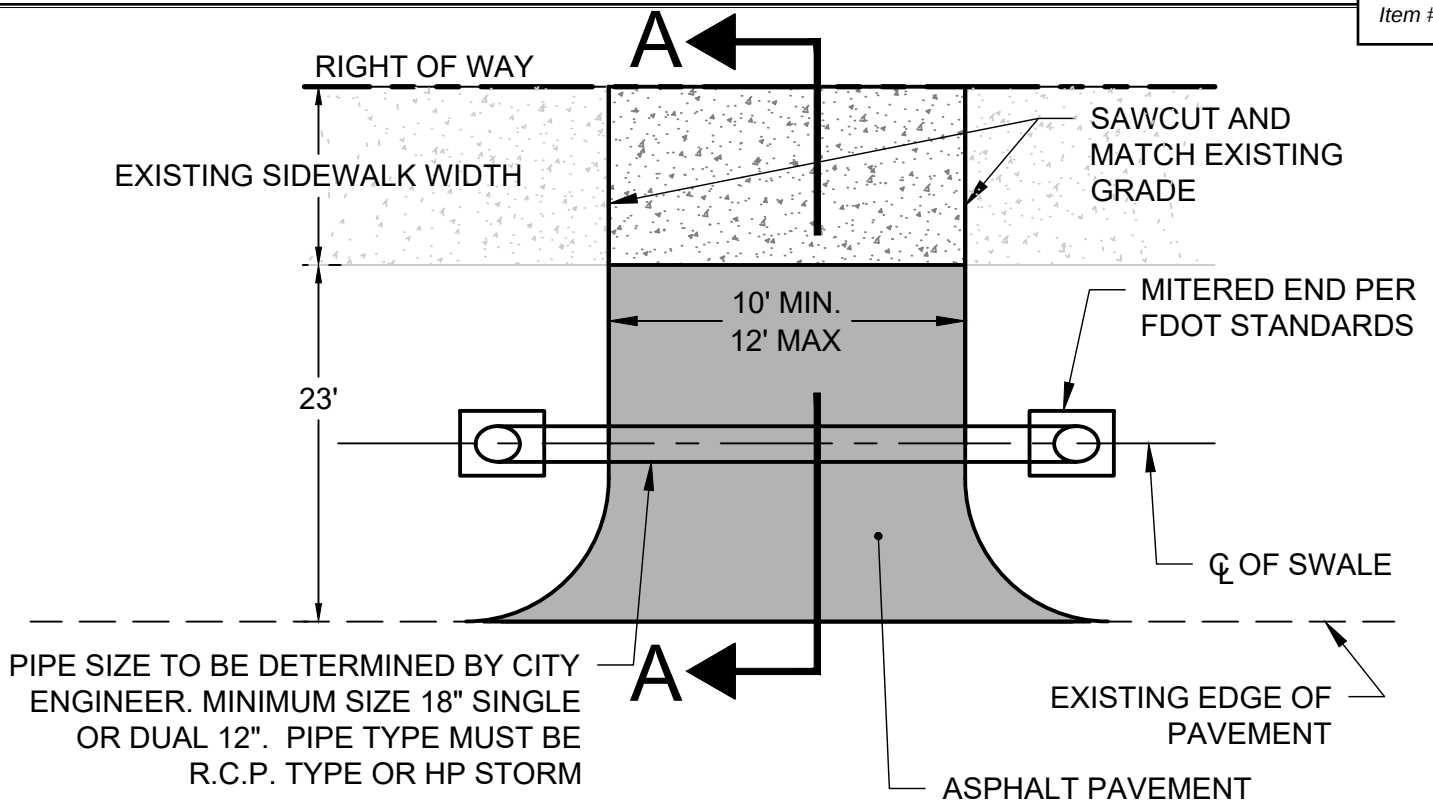
D-102C

ISSUED FEB. 2022



1. BUILDING PERMIT REQUIRED.
2. THE TOTAL OF A% SLOPE + B% SLOPE MUST BE LESS THAN OR EQUAL TO 11.0% AND GREATER THAN 9.0%.
3. EDGE OF DRIVEWAY MUST BE AT LEAST 5' FROM PROPERTY LINE UNLESS ORIGINAL APPROVAL WAS CLOSER. COPY OF ORIGINAL APPROVAL REQUIRED.
4. ONE DRIVE PER UNIT PER PROPERTY UNLESS ORIGINAL APPROVAL FOR CIRCLE DRIVE INCLUDES TWO CONNECTIONS. COPY OF ORIGINAL APPROVAL REQUIRED.
5. HOA APPROVAL MAY BE REQUIRED.

PIPE SIZE TO BE DETERMINED BY CITY
ENGINEER. MINIMUM SIZE 18" SINGLE
OR DUAL 12". PIPE TYPE MUST BE
R.C.P. TYPE OR HP STORM



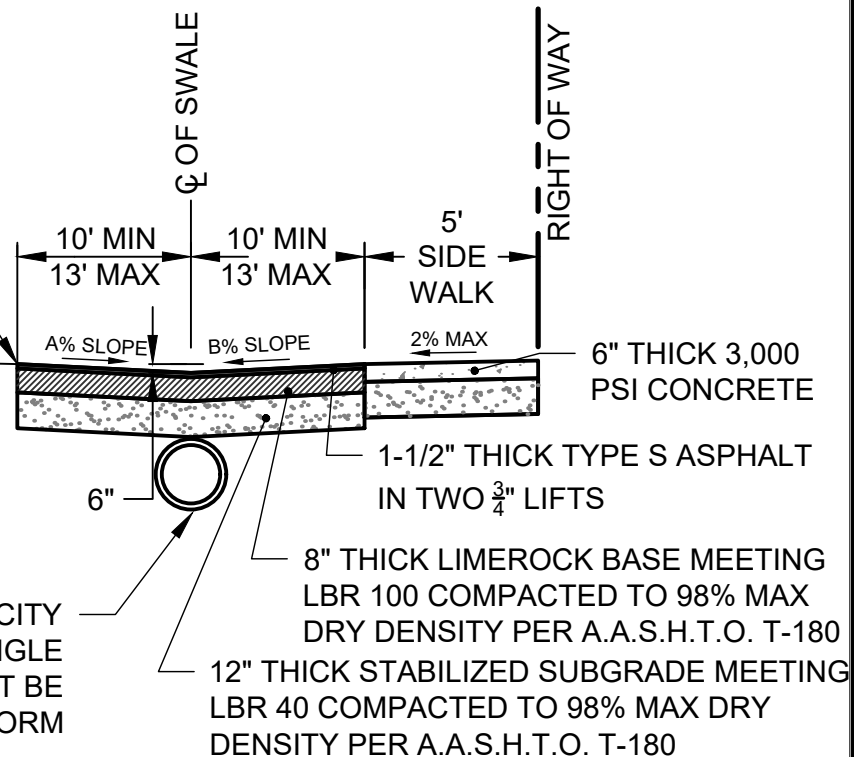
PLAN

ROADWAY EDGE OF PAVEMENT MATCH EXISTING GRADE

REQUIREMENTS:

1. BUILDING PERMIT REQUIRED.
2. THE TOTAL OF A% SLOPE + B% SLOPE MUST BE LESS THAN OR EQUAL TO 11.0% AND GREATER THAN 9.0%.
3. EDGE OF DRIVEWAY MUST BE AT LEAST 5' FROM PROPERTY LINE UNLESS ORIGINAL APPROVAL WAS CLOSER. COPY OF ORIGINAL APPROVAL REQUIRED.
4. ONE DRIVE PER UNIT PER PROPERTY UNLESS ORIGINAL APPROVAL FOR CIRCLE DRIVE INCLUDES TWO CONNECTIONS. COPY OF ORIGINAL APPROVAL REQUIRED.
5. HOA APPROVAL MAY BE REQUIRED.

PIPE SIZE TO BE DETERMINED BY CITY ENGINEER. MINIMUM SIZE 18" SINGLE OR DUAL 12". PIPE TYPE MUST BE R.C.P. TYPE OR HP STORM



SECTION A-A

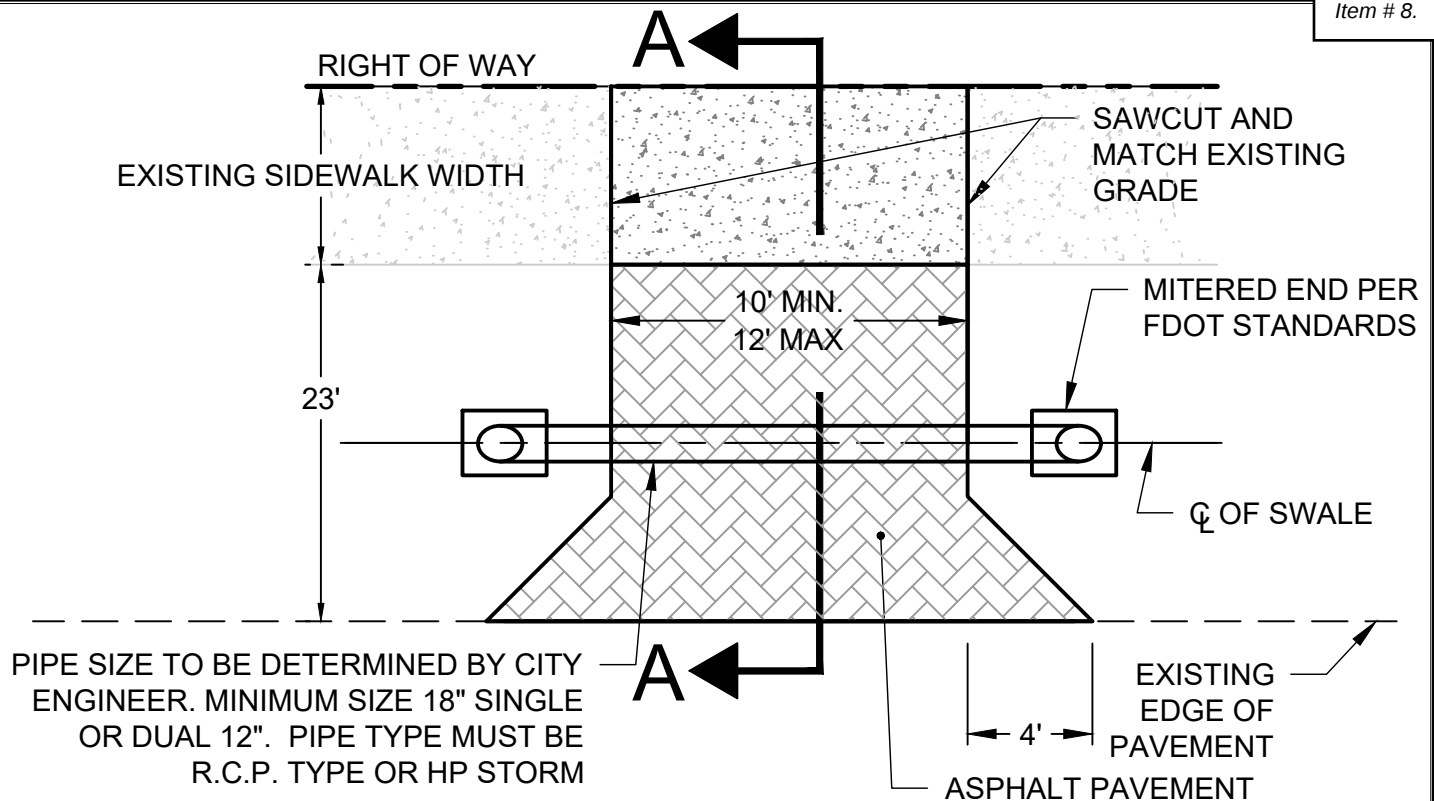


CITY OF GREENACRES
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561-642-2054

ASPHALT DRIVEWAY DETAIL FOR 80' PUBLIC RIGHT OF WAY

D-103B

ISSUED FEB. 2022



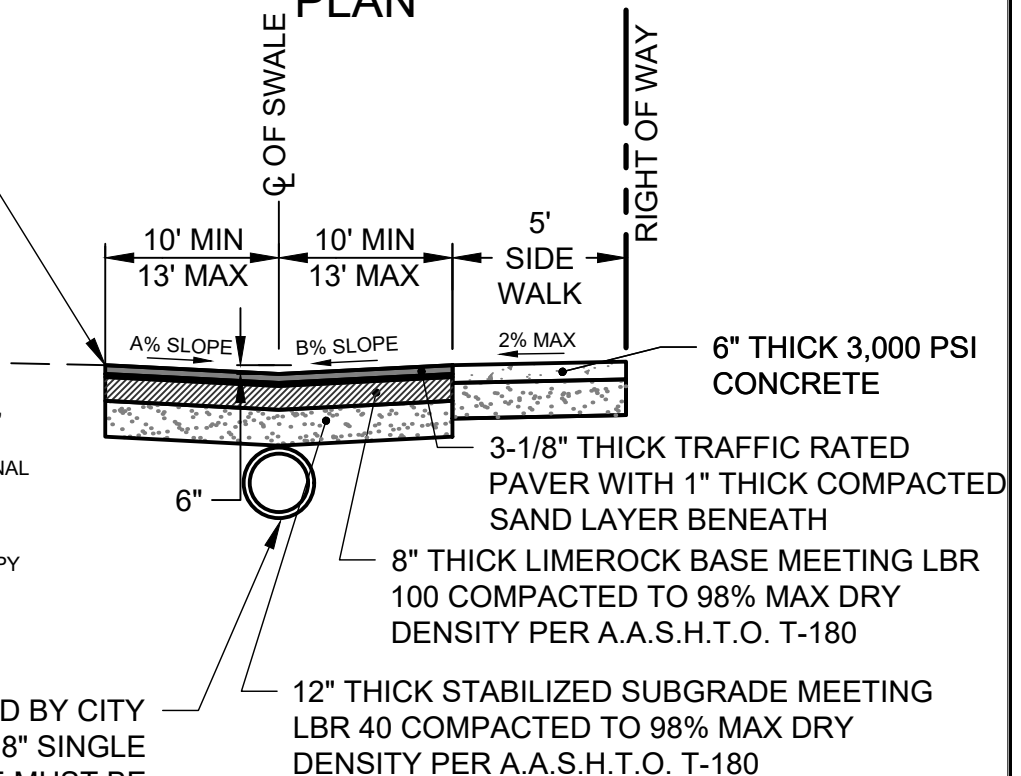
PLAN

ROADWAY EDGE OF
PAVEMENT MATCH
EXISTING GRADE

REQUIREMENTS:

1. BUILDING PERMIT REQUIRED.
2. THE TOTAL OF A% SLOPE + B% SLOPE MUST BE LESS THAN OR EQUAL TO 11.0% AND GREATER THAN 9.0%.
3. EDGE OF DRIVEWAY MUST BE AT LEAST 5' FROM PROPERTY LINE UNLESS ORIGINAL APPROVAL WAS CLOSER. COPY OF ORIGINAL APPROVAL REQUIRED.
4. ONE DRIVE PER UNIT PER PROPERTY UNLESS ORIGINAL APPROVAL FOR CIRCLE DRIVE INCLUDES TWO CONNECTIONS. COPY OF ORIGINAL APPROVAL REQUIRED.
5. HOA APPROVAL MAY BE REQUIRED.

PIPE SIZE TO BE DETERMINED BY CITY ENGINEER. MINIMUM SIZE 18" SINGLE OR DUAL 12". PIPE TYPE MUST BE R.C.P. TYPE OR HP STORM



SECTION A-A

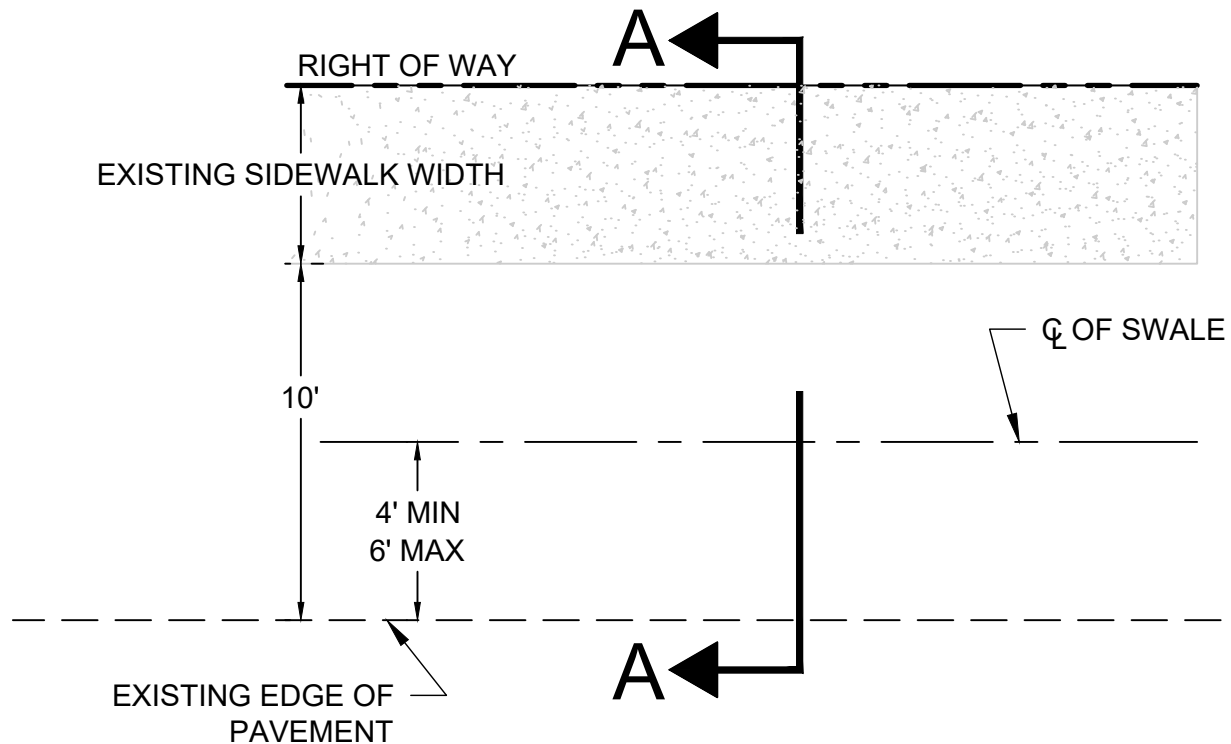
PAVER DRIVEWAY DETAIL FOR 80' PUBLIC RIGHT OF WAY

D-103C

ISSUED FEB. 2022

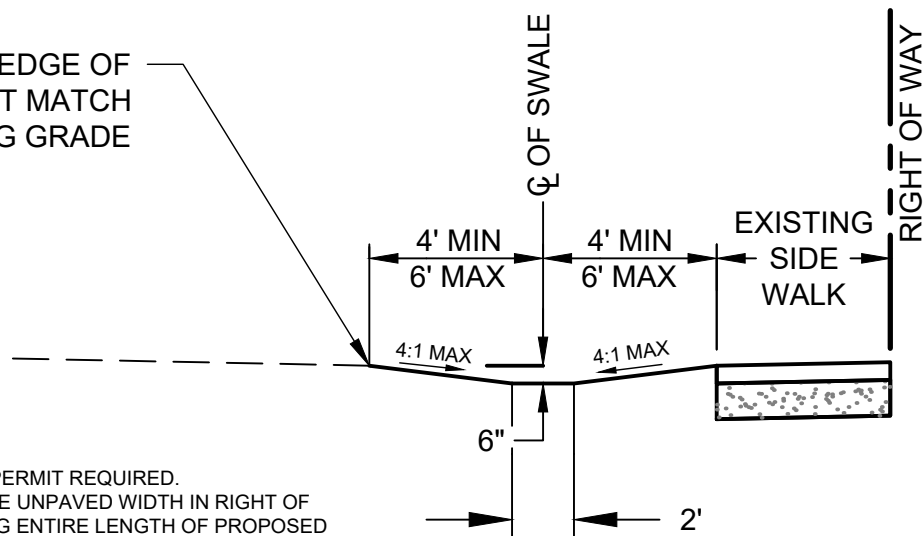


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PLAN

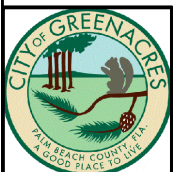
ROADWAY EDGE OF
PAVEMENT MATCH
EXISTING GRADE



REQUIREMENTS:

1. BUILDING PERMIT REQUIRED.
2. SOD ENTIRE UNPAVED WIDTH IN RIGHT OF WAY ALONG ENTIRE LENGTH OF PROPOSED SWALE OR SWALE REPLACEMENT.
3. DEPTH DIMENSION OF 6" IS TO TOP OF SOD.
4. FINAL SOD PLACEMENT SHALL BE SUCH THAT TOP OF SOD SHALL BE FLUSH WITH EDGE OF PAVEMENT AND EDGE OF WALK ELEVATION.
5. HOA APPROVAL MAY BE REQUIRED.

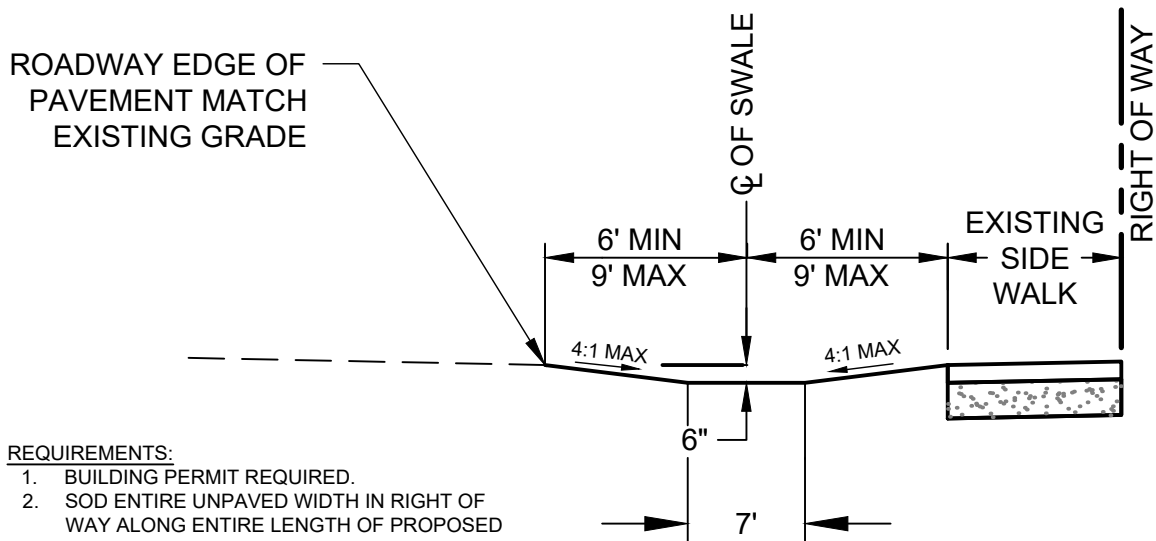
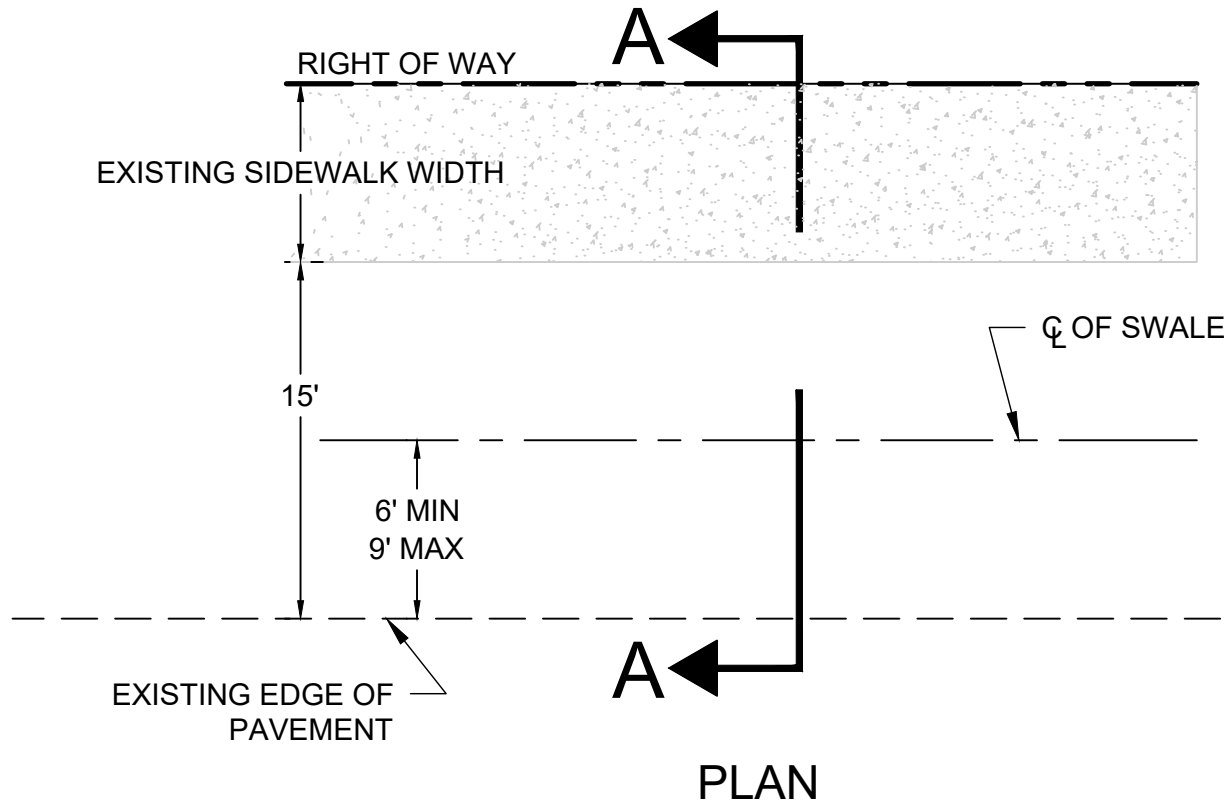
SECTION A-A



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SWALE DETAIL FOR 50' PUBLIC RIGHT OF WAY

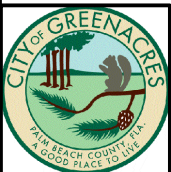
S-101(A)
ISSUED FEB. 2022

**REQUIREMENTS:**

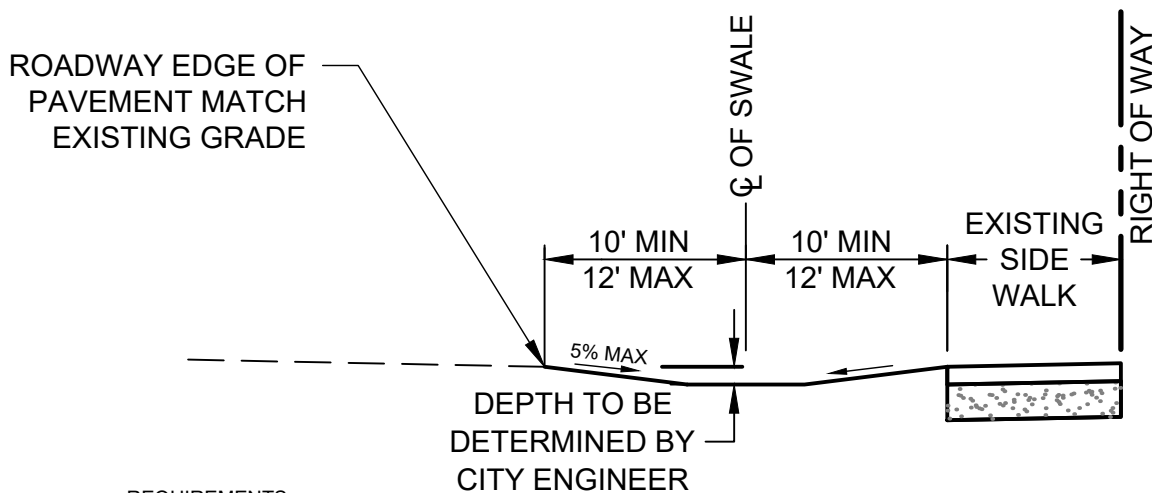
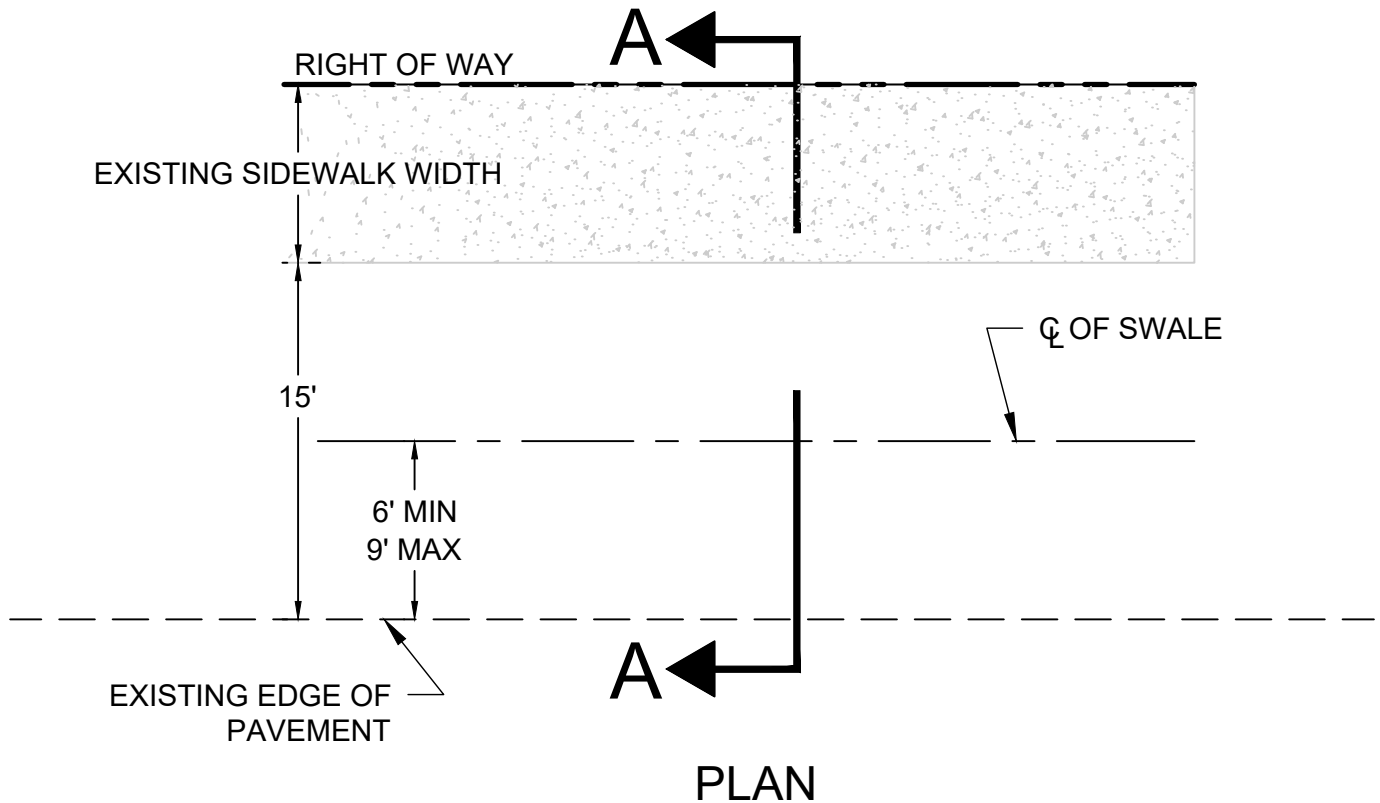
1. BUILDING PERMIT REQUIRED.
2. SOD ENTIRE UNPAVED WIDTH IN RIGHT OF WAY ALONG ENTIRE LENGTH OF PROPOSED SWALE OR SWALE REPLACEMENT.
3. DEPTH DIMENSION OF 6" IS TO TOP OF SOD.
4. FINAL SOD PLACEMENT SHALL BE SUCH THAT TOP OF SOD SHALL BE FLUSH WITH EDGE OF PAVEMENT AND EDGE OF WALK ELEVATION.
5. HOA APPROVAL MAY BE REQUIRED.

SWALE DETAIL FOR 60' PUBLIC RIGHT OF WAY

S-101(B)
ISSUED FEB. 2022



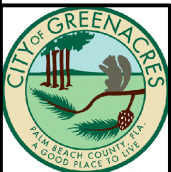
CITY OF GREENACRES
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**REQUIREMENTS:**

1. BUILDING PERMIT REQUIRED.
2. SOD ENTIRE UNPAVED WIDTH IN RIGHT OF WAY ALONG ENTIRE LENGTH OF PROPOSED SWALE OR SWALE REPLACEMENT.
3. DEPTH DIMENSION OF 6" IS TO TOP OF SOD.
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5. HOA APPROVAL MAY BE REQUIRED.

SWALE DETAIL FOR 80' PUBLIC RIGHT OF WAY

S-101(C)
ISSUED FEB. 2022



CITY OF GREENACRES
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Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance No. 2025-06

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 16, ZONING REGULATIONS, ARTICLE I, IN GENERAL; ARTICLE III, DISTRICT REGULATIONS; ARTICLE IV SUPPLEMENTAL DISTRICT REGULATIONS; AND ARTICLE VII, LANDSCAPING, TO REVISE DEFINITIONS, STANDARDS RELATED TO IMPERVIOUS AND PERVIOUS SURFACES, AND DRIVEWAY REQUIREMENTS FOR RESIDENTIAL PROPERTIES; PROVIDING FOR SERVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed Ordinance clarifies the definitions and provides for impervious surface and pervious yard standards, and driveway requirements for residential properties. The Ordinance ensures predictability for homeowners and protects the City's infrastructure and neighborhoods from stormwater impacts.

The Ordinance aligns with the City's drainage requirements of Section 12-58 of the Code of Ordinances, and it will also support the City's goals for sustainability, environmental responsibility and aesthetic character as provided in the City's Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

The proposed Ordinance does not impose any new fee or cost and is not expected to have a direct economic impact on private for-profit businesses or the City's regulatory costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Not applicable. The proposed Ordinance is applicable to residential properties only (and not commercial businesses and/or properties).

4. Additional information the governing body deems useful (if any):

Not applicable.