City Council Meeting
City of Greenacres, Florida
Monday, July 20, 2026 at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

Agenda

Mayor and City Council
Chuck Shaw, Mayor
John Tharp, Deputy Mayor
Peter Noble, Councilmember District II
Judith Dugo, Councilmember, District III
Susy Diaz, Councilmember, District IV
Elisa Leheny, Councilmember, District V
Administration
Andrea McCue, City Manager
Christy Goddeau, City Attorney
Glen J. Torcivia, City Attorney
Quintella Moorer, City Clerk

Call to Order and Roll Call

Pledge of Allegiance

Agenda Approval

Comments From the Public for Agenda Items Only

Special Business - None.

Consent Agenda

1. **Official City Council Meeting Minutes:** City Council Meeting Minutes, July 6, 2026. - Quintella L. Moorer, City Clerk.

2. **Resolution 2026-29:** Relating to the provision of residential Solid Waste Collection Services in the City of Greenacres, providing for purpose and definitions; providing for legislative determinations; approving the Assessment Rate for residential Solid Waste Collection Services for the Fiscal Year beginning on October 1, 2027; imposing a residential Solid Waste Collection Services Assessment against assessed property located within the City of Greenacres for the fiscal year beginning on October 1, 2027; providing for severability; providing for conflicts; and providing an effective date. - Teri Beiriger, Director of Finance.

3. **Resolution 2026-32:** Satisfying certain liens imposed against residential property, pursuant to Section 15-31, City of Greenacres Code. - Teri Beiriger, Director of Finance.

4. **Resolution 2026-33:** Authorizing the purchase of a new Youth Programs playground from Playmore West, Inc., in an amount not to exceed $710,690.46, utilizing the School District of Manatee County Contract No. 26-0041-MR; approving a waiver of competitive selection for certain project components; authorizing the execution of necessary documents.- Monica Powery, Director of Purchasing.

5. **Resolution 2026-34:** Authorizing the execution of the Fiscal Year 2026-2027 Community Development Block Grant (CDBG) Agreement for Phase V Original Section Septic to Sewer Project; and providing for an effective date. - Carlos Cedeno, Director of Public Works.

Regular Agenda

6. **Resolution 2026-36:** Approving a Facility License Agreement; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Andrea McCue, City Manager and Erica Henn, VP of Education and Katelyn Bates, VP of Operations at Junior Achievement of the Palm Beaches & Treasure Coast.

7. **Resolution 2026-31:** Authorizing the execution of a Piggyback Agreement between the City of Greenacres and Accenture Infrastructure and Capital Projects, LLC for Fire Assessment Fee Study Services; authorizing utilization of the City of Orange City Contract No. P275-25, pursuant to request for Proposals No. P275-0-2025/MHH; providing for conflicts, severability, and an effective date. - Monica Powery, Director of Purchasing.

8. **Resolution 2026-35:** Approving the purchase of land; providing for authorization for City staff to execute all closing documents and an effective date. - Andrea McCue, City Manager.

9. **Ordinance 2026-01: First Reading:** Annexing two parcels of land totaling approximately 8.91 acres, located approximately 0.5 miles south of Melaleuca Lane, at 5163 and 5217 South Military Trail, as requested by Jeanne Ducharme of Cotleur & Hearing, agent for the owners Mizner Dell Lake Worth LLC, and Palm Beach Baptist Church Inc., in accordance with Chapter 171.0413 of the Florida Statutes; providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's official boundary map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Assistant Director of Development and Neighborhood Services.

10. **Ordinance 2026-03: First Reading:** Amending the Future Land Use Map of the Future Land Use Element of the City's Comprehensive Plan, to change the Future Land Use designation of two parcels of land totaling approximately 8.91 acres, located at 5163 and 5217 South Military Trail from a Palm Beach County MR-5, Medium Residential, 5 units per acre to City of Greenacres Residential High Density (RS-HD), as requested by Jeanne Ducharme of Cotleur & Hearing, agent for the owners Mizner Dell Lake Worth LLC, and Palm Beach Baptist Church Inc.; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDOC); providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Gionni Gallier, Assistant Director of Development and Neighborhood Services.

11. **Ordinance 2026-04: First Reading**: Rezoning for two parcels of land totaling approximately 8.91 acres, located at 5163 and 5217 South Military Trail, from a Palm Beach County Agricultural Residential (AR) zoning designation to a City of Greenacres Residential High (RH) zoning designation, as requested by Jeanne Ducharme of Cotleur & Hearing, agent for the owners Mizner Dell Lake Worth LLC, and Palm Beach Baptist Church Inc.; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Assistant Directo of Development and Neighborhood Services.

12. **PUBLIC HEARING: Ordinance 2026-05: First Reading:** A city-initiated Comprehensive Plan text amendment to the Future Land Use Element of the City of Greenacres Comprehensive Plan to support mixed-use, redevelopment, reinvestment, activity centers, and public benefits; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Department of Commerce; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Gionni Gallier, Assistant Director, and Linda Louie, Zoning Administrator of Development and Neighborhood Services.

13. **PUBLIC HEARING: Ordinance 2026-06: First Reading:** Amending Article I, "In General," Section 16-1, "Definitions"; amending Article III, "District Regulations," Division 16, "Mixed Use Development-Original Section (MXD-OS)," and Division 17, "Lake Worth Road Urban Corridor (UC) Overlay District"; amending Article 4, "Supplementary District Regulations," Division 2, Section 16-628, "Maximum Building Height," and creating Section 16-628.1, "Transitional Height"; amending Article 8, "Off-Street Parking and Loading," Sections 16-1334 and 16-1335; amending related code sections and cross-references; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Gionni Gallier, Assistant Director and Linda Louie, Zoning Administrator of Development and Neighborhood Services.

Discussion Items - None.

Comments From the Public on Non-Agenda Items

City Manager's Report

14. Community and Recreation Services.

15. Development and Neighborhood Services.

16. Economic Development.
17. Finance.
18. Fire Rescue.
19. Information Technology.
20. Palm Beach Sheriff's Office, District 16.
21. Public Works.
22. Purchasing.
23. Youth Programs.

City Attorney's Report

Mayor and City Council Report

Adjournment

Future City Council Meetings

August 3, 2026.

August 17, 2026.

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 by sending an email or calling at 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 3 days advance notice of any meeting, by contacting City Clerk Quintella Moorer at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. Hearing Assistance: If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.

City Council Meeting
City of Greenacres, Florida
Monday, July 6, 2026, at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

Minutes

Mayor and City Council
Chuck Shaw, Mayor
John Tharp, Deputy Mayor
Peter Noble, Councilmember District II
Judith Dugo, Councilmember, District III
Susy Diaz, Councilmember, District IV
Elisa Leheny, Councilmember, District V
Administration
Andrea McCue, City Manager
Christy Goddeau, City Attorney
Glen J. Torcivia, City Attorney
Quintella Moorer, City Clerk

Call to Order and Roll Call

Mayor Shaw called the meeting to order at 6:00 PM. City Clerk Moorer called the Roll. All Councilmembers were present.

Pledge of Allegiance

Agenda Approval

Motion made by Councilmember Dugo, Seconded by Councilmember Diaz to Approve the agenda.

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

Comments From the Public for Agenda Items Only

None.

Special Business

1. **Presentation:** Legislative Update. - The Honorable House of Representative Anne Gerwig, District 93.
   Mayor Shaw welcomed Representative Gerwig and thanked her for the $500 thousand appropriation for the City's Septic to Sewer Project. She highlighted a few bills that she helped pass, such as Teacher Certification, Lab worker, and the Health Department of Children and Families as it relates to in-home childcare.

   She stated the City was doing great. She mentioned that the proposed property tax amendment would affect the City's spending, but she was sure the City would be able to standardize the process and make things happen. She also mentioned the City had options to balance funding.

   Photos were taken.

2. **Proclamation:** Parks and Recreation Month, July 2026 and Parks and Recreation Professionals Day, July 17, 2026. - Jean Francois, Assistant Director of Community and Recreation Services.
   Councilmember Leheny read the proclamation by title.

   Mr. Francois thanked the Council and City for the opportunity to be recognized. Mr. Francois thanked all the staff and provided books for all Council and Administration.

   Photos were taken.

Consent Agenda

3. **Official City Council Meeting Minutes:** City Council Meeting Minutes, June 15, 2026, and City Council Special Budget Meeting Minutes, June 15, 2026. - Quintella L. Moorer, City Clerk

4. **Resolution 2026-30:** Authorizing the City of Greenacres and American Traffic Solutions, Inc., d/b/a Verra Mobility for school zone speed photo enforcement services; waiving competitive solicitation requirements pursuant to Section 2-213 of the City of Greenacres Code of Ordinances; providing for conflicts, severability, and an effective date. - Monica Powery, Director of Purchasing.

   Motion made by Deputy Mayor Tharp, Seconded by Councilmember Noble to Approve the Consent Agenda.

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

Regular Agenda

5. Florida League of Cities Annual Conference, August 13-15, 2026, Voting Delegate selection. - Andrea McCue, City Manager.

   Motion made by Councilmember Diaz, Seconded by Deputy Mayor Tharp to Approve Councilmember Dugo as the Voting Delegate.

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

Discussion Items - None.

Comments From the Public on Non-Agenda Items

Mr. Benjamin Wade, a resident, was concerned about parking obstruction in front of fire hydrants at Rambo Park. He felt it would be better to allow PBSO to issue parking tickets to decrease the issue.

Ms. Emily Jacobs - Roberts, a resident, suggested implementing in the City the requirement for bells on electronic bicycles to alert pedestrians while using the sidewalks.

City Manager's Report

Ms. McCue complimented all the staff for hosting an amazing Fourth of July event. She was grateful for their efforts and hard work. She also mentioned most of the schools in Greenacres had achieved a grade of A or B.

City Attorney's Report

Mr. Torcivia reminded the Council to file their Form 1, and he introduced his intern student.

Ms. Haley, University of South Florida, Political Science student, introduced herself and thanked the Council and Mr. Torcivia for the opportunity to intern for the summer.

Mayor and City Council Report

Councilmember Diaz complimented the Ignite the Night event, and she also expressed concerns about electric bikes and suggested the issue be reviewed.

Councilmember Noble also advised of the unique hazards and danger of electric bikes and felt the city needed to review.

Deputy Mayor Tharp complimented the staff on the success of the Ignite the Night event and the band.

Mayor Shaw also complimented the event.

Adjournment

6:40PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____

Item Summary

Meeting Date: July 20, 2026

From: Teri Beiriger, Director

Subject: **Resolution 2026-29:** Relating to the provision of residential Solid Waste Collection Services in the City of Greenacres, providing for purpose and definitions; providing for legislative determinations; approving the Assessment Rate for residential Solid Waste Collection Services for the Fiscal Year beginning on October 1, 2027; imposing a residential Solid Waste Collection Services Assessment against assessed property located within the City of Greenacres for the fiscal year beginning on October 1, 2027; providing for severability; providing for conflicts; and providing an effective date. - Teri Beiriger, Director of Finance.

Background

The City of Greenacres approved Ordinance No. 2019-08 the franchise agreement with Advanced Disposal Services Solid Waste Southeast, Inc. (nka Waste Management) for solid waste collections with an initial term of October 1, 2019, through September 30, 2024 ("Franchise Agreement"). Section 6-276 of the City's Code of Ordinances incorporates the Franchise Agreement into the Code and addresses the terms, conditions, and continuation of the Franchise Agreement. Resolution 2024-35 amended and renewed the franchise agreement. The original contract price allowance increase was tied to the Consumer Proce Index (CPI) and capped at 3.5%. The new agreed upon rate increased to $18.29 for monthly curbside pickup, which reflects the necessary adjustments to accommodate the rising costs in the industry. Additionally, an automatic 5% yearly increase was implemented for all residential pickup for an additional five (5) years, to and including September 30, 2029.

Analysis

This resolution will formally adopt the solid waste assessment roll to be provided to the property appraiser as necessary for inclusion on the 2026 tax bill and set the assessment rates for the fiscal 2027 solid waste collection and recycling charges. The Greenacres solid waste assessment is billed in advance for solid waste collection and

recycling services for the period October 1, 2026, through September 30, 2027.

The Greenacres assessment for solid waste collection and recycling is distinguishable from the Solid Waste Authority's assessment on the tax bill from solid waste disposal costs at the County's landfills.

Greenacres solid waste assessment rates are designed to generate the revenues necessary to cover the contractual and administrative costs of providing the solid waste and recycling collection services. The City uses three (3) rate tiers based on the type of service provided and the frequency of collection. Curbside service rates are higher than containerized rates due to the increased number of individual stops at each individual residence to provide collection services. Multi-family developments using containerized services result in efficiencies and cost savings for the City's contracted waste hauler that are passed on to those property owners resulting in lower rates. The following annual residential rates are proposed:

Fiscal 2027 Annual Residential Collection Rates (Assessed on 2026 Tax Bill)	Proposed Rates	With 4% Tax Collector Discount
Curbside pickup	$277.30	$266.20
Containerized pickup (dumpsters) 2x/week	$136.10	$130.70
Containerized pickup (dumpsters) 3x/week	$179.90	$172.70

The total assessment for a residential duplex would be calculated by multiplying the number of residential units in the duplex by the Annual assessment rate, as shown in the example below:

Parcel #: 18-42-43-27-01-001-0001 Address: 123 Greenacres Lane, Greenacres FL 33467

Number of residential units		x	Annual garbage rate $	=	Total assessment $
	2		$277.30		$554.60

Financial Information

The estimated cost of residential solid waste collection and recycling services for the fiscal year 2027, including administrative and franchise fees, is $3,519,536, to be covered by residential solid waste assessments totaling $3,578,827. (See Exhibits A & B of Resolution 2026-29).

The above proposed total assessment for 2026 tax bill includes a 5% increase in the annual garbage rate from the 2025 annual garbage rate.

Legal

Resolution 2026-29 has been prepared in accordance with applicable City regulations.

Staff Recommendation

Council approval of Resolution 2026-29 to adopt the solid waste assessment roll and set the final assessment rates for the solid waste assessment on the 2026 tax bill that covers the solid waste collection and recycling services for the period beginning October 1, 2026, through September 30, 2027, the City's 2026-27 fiscal year.

Attachments:

1. Resolution 2026-29 Solid Waste Annual Assessment
2. Resolution 2026-29 Exhibit A
3. Resolution 2026-29 Exhibit B

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES IN THE CITY OF GREENACRES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2027; IMPOSING A RESIDENTIAL SOLID WASTE COLLECTION SERVICES ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF GREENACRES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Greenacres Ordinance No. 2018-15, adopted on August 20, 2018, provides for the home rule authority of the City to impose Residential Solid Waste Collection Services Assessments against residential property located within the City, and provides findings of special benefit to real property as a result of such services; and,

WHEREAS, the City has in place a Solid Waste and Recycling Collection Contract with Advanced Disposal Services Solid Waste Southeast, Inc. (nka "Waste Management"), pursuant to which the City provides Residential Solid Waste Collection Services to; among others, all residential properties that receive Residential Solid Waste Collection Services within the City; and,

WHEREAS, the City Commission desires to impose a Residential Solid Waste Collection Services Assessment within the City for the Fiscal Year beginning on October 1, 2027, using the tax bill collection method; and,

WHEREAS, the Ordinance 2018-15 requires the City Council to adopt an Annual Assessment Resolution during its budget adoption process, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of

all interested parties; and,

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing was published and mailed when and as required by Florida Statutes, which provided notice to all interested persons of an opportunity to be heard; and,

WHEREAS, consistent with the published notice, a public hearing was held on August 19, 2024, and comments and objections of all interested parties have been heard and considered; and,

WHEREAS, the City Council has determined that the adoption of this Annual Assessment Resolution and the Assessment Roll for the Fiscal Year beginning October 1, 2027, serves a valid public purpose.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the City Council as true and correct statements and incorporated herein by this reference.

Section 2. This Resolution is adopted pursuant to the provisions of the Ordinance and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. The rate schedule attached hereto as Exhibit "A" and hereby incorporated herein by reference, and the schedule of costs attached hereto as Exhibit “B” specifying the Residential Solid Waste Collection Services Assessed Rates and Costs determined in Section 9 of this Final Assessment Resolution and the Residential Solid Waste Collection Services Assessments established in Section 9 of this Final Assessment Resolution.

Section 4. Upon the imposition of the Residential Solid Waste Collection Services Assessment for Residential Solid Waste Collection Services upon assessed property located within the City, the City shall provide Residential Solid Waste Collection Services to such assessed property through the Collection Contract. The cost to provide such Residential Solid Waste Collection Services to Assess Properties, as described herein, shall be funded from the proceeds of the Residential Solid Waste Collection Services Assessment. It is hereby ascertained, determined, and declared that each parcel of assessed property located within the City will be benefited by the City's provision of Residential Solid Waste Collection Services in an amount not less than the Residential Solid Waste Collection Services Assessment imposed against such parcel, computed in the manner set forth in this Final Assessment Resolution.

Section 5. Residential Solid Waste Collection Services Assessments shall be imposed against all assessed properties that receive Residential Solid Waste Collection Services, as provided herein. The Cost Apportionment described herein is approved and adopted as the methodology to impose and compute the Residential Solid Waste Collection Services Assessment.

IMPOSITION AND COLLECTION

5.1 The Residential Solid Waste Collection Services Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

5.2 The Residential Solid Waste Collection Services Assessment imposed pursuant to this Resolution is imposed by the City Council of the City of Greenacres, not the Palm Beach County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the

Property Appraiser or Tax Collector under the provisions of this Resolution, and pursuant to the City's agreements with such entities, shall be construed as ministerial.

APPORTIONMENT

5.3 The size or the value of the Residential Property does not determine the scope of the required solid waste services. The potential demand for Residential Solid Waste Collection Services is driven by the existence of a Residential unit and the type and frequency of collection provided.

5.4 Apportioning the Residential Solid Waste Assessed Costs for Residential Solid Waste Collection Services attributable to assessed properties on a per Residential unit basis according to the type and frequency of service provided is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method.

5.5 There are two types of residential service provided:

5.5.1 Curbside solid waste collection and recycling services - the collection of solid waste and recyclable materials from all residential dwelling units that receive individualized solid waste and recycling collections services generally using individual containers for each residential dwelling unit ("Curbside"); or

5.5.2 Containerized solid waste collection and recycling services - the collection of solid waste and recyclable materials from all residential dwelling units that use central or shared containers, with or without a compactor, and not by means of individual containers ("Containerized").

5.6 The frequency of solid waste collection shall be 2 times per week for all Curbside solid waste collection and recycling services, and 2 or 3 times per week, as deemed necessary and upon request by the residential property owners, for all Containerized solid waste collection and recycling services.

5.7 Unoccupied Residential units in the City may not receive residential Solid Waste Collection Services during such time as the Residential unit is unoccupied, however, the City cannot know which Residential units are unoccupied at the time the assessments are levied. Therefore, it is fair and reasonable to impose the assessment on all Residential units designated on the Solid Waste Assessment Roll and which are expected to or actually receive Residential Solid Waste Collection Services. Unoccupied Residential units also derive some benefit from the provision of Residential Solid Waste Collection Services to neighboring Residential units, which avoids blight and health and safety issues associated with the accumulation of solid waste in the surrounding areas and neighborhood.

Section 6. The Collection Contract provides for an annual charge to the assessed properties for the Residential Solid Waste Collection Services provided by the city through its Collection Contract. The Residential Solid Waste Collection Services Assessed Costs include other costs associated with the Residential Solid Waste Collection Assessment, which are then allocated to the assessed properties in addition to the annual charge in the Collection Contract to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Residential units on such Tax Parcel. For the Fiscal Year commencing October 1, 2027, the annual charge per residential unit for Solid Waste Collection services shall be assessed according to the following service types and frequencies:

6.1	Curbside service, Frequency 2 times per week ($266.20 with tax collector discount)	$ 277.30
6.2	Containerized pickup, Frequency 2 times per week ($130.70 with tax collector discount)	$ 136.10
6.3	Containerized pickup, Frequency 3 times per week ($172.70 with tax collector discount)	$ 179.90

Section 7. The Residential Solid Waste Collection Service Assessed Costs to be assessed and apportioned among assessed properties pursuant to the cost Apportionment for the Fiscal Year commencing October 1, 2027, is the amount determined in the Residential Solid Waste Collections Services Cost Schedule, attached hereto as Exhibit B. The proposed Residential Solid Waste Collection Services Assessments specified in the Assessment Rate Schedule, attached hereto as Exhibit A, are hereby established to fund the Residential Solid Waste Collection Services Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2027. The Residential Solid Waste Collection Services Assessments established in this Annual Assessment Resolution shall be the assessment rates applied by the Assessment Coordinator in the preparation of the updated Residential Solid Waste Collection Services Assessment Roll for the Fiscal Year commencing October 1, 2027.

SECTION 8. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Residential Solid Waste Collection Services Assessment).

SECTION 9. The Assessment Roll, as defined in the Ordinance 2018-15, shall be filed with the City Clerk and the Residential Solid Waste Collection Services Assessments set forth therein shall stand confirmed. All Residential Solid Waste Collection Services Assessments shall constitute legal, valid, and binding first liens, unless otherwise provided by law, upon property against which such Assessments are made until paid.

SECTION 10. The Assessment Roll, as adopted and approved herein, shall be certified by the Assessment Coordinator, and delivered no later than September 15, 2026, to the Palm Beach County Property Appraiser.

SECTION 11. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 12. That all prior Resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 13. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

RESOLVED AND ADOPTED this 20th day of July 2026

Chuck Shaw, Mayor

Voted:

John Tharp, *Deputy Mayor*

Attest:

Quintella Moorer, City Clerk

Voted:

Peter Noble, *Council Member, District II*

Voted:

Judith Dugo, *Council Member, District III*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Elisa Leheny, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

Greenacres FY2027 Solid Waste Rates for Tax Bill

Rates and Percentage Increases FY2024, 2025, 2026 & 2027 (Proposed)

	FY2024	4% Discount	FY2025	4% Discount	FY2026	4% Discount	FY2027	4% Discount
Residential Rates	**Assessment**	**FY2024**	**Assessment**	**FY2025**	**Assessment**	**FY2026**	**Assessment**	**FY2027**
A Curbside pickup	184.90	177.50	251.50	241.40	$264.10	$253.50	$277.30	$266.20
B Containerized pickup (dumpsters) 2x/week	123.40	118.50	123.40	118.50	$129.60	$124.40	$136.10	$130.70
C Containerized pickup (dumpsters) 3x/week	163.20	156.70	163.20	156.70	$171.40	$164.50	$179.90	$172.70
		With 4% Discount		With 4% Discount		With 4% Discount		With 4% Discount
	FY2023	**FY2023**	**FY2024**	**FY2024**	**FY2025**	**FY2025**	**FY2027**	**FY2027**
Annual Increases in Dollars	**$ Increase**	**$ Increase**	**$ Increase**	**$ Increase**	**$ Increase**	**$ Increase**	**$ Increase**	**$ Increase**
A Curbside pickup	6.30	6.00	66.60	63.90	$12.60	$12.10	$13.20	$12.70
B Containerized pickup (dumpsters) 2x/week	4.20	4.10	-	-	$6.20	$5.90	$6.50	$6.30
C Containerized pickup (dumpsters) 3x/week	5.50	5.30	-	-	$8.20	$7.80	$8.50	$8.20
		After 4% Discount		After 4% Discount		After 4% Discount		After 4% Discount
	FY2023	**FY2023**	**FY2024**	**FY2024**	**FY2025**	**FY2025**	**FY2027**	**FY2027**
Annual Percentage Increase	**% Increase**	**% Increase**	**% Increase**	**% Increase**	**% Increase**	**% Increase**	**% Increase**	**% Increase**
A Curbside pickup	3.5%	3.5%	36.0%	36.0%	5.0%	5.0%	5.0%	5.0%
B Containerized pickup (dumpsters) 2x/week	3.5%	3.6%	0.0%	0.0%	5.0%	5.0%	5.0%	5.0%
C Containerized pickup (dumpsters) 3x/week	3.5%	3.5%	0.0%	0.0%	5.0%	5.0%	5.0%	5.0%

Total assessment calculation, at discounted rates:

Rate Class	FY2027 Annual Rate	x	Residential Units	=	Total Assessment
A Curbside pickup	$266.20		9,009		$ 2,398,196
B Containerized pickup (dumpsters) 2x/week	$130.70		6,660		870,462
C Containerized pickup (dumpsters) 3x/week	$172.70		1,796		310,169
Total FY2027 Solid Waste Assessment					3,578,827
FY2027 Calculated Solid Waste Costs					3,519,536
Net					$ 59,291

Greenacres Cost of Residential Solid Waste Collection and Recycling Services

Calculate tax collector discount and estimated uncollectible:	
Total Assessments	3,578,827
Est collection rate 96.4%	3,449,989
Discount, 3.6%	128,838
Estimated uncollectible, 3.6% of assessment*	128,838

* Based on Greenacres' average 96.4% collection rate of property taxes over last 10 years

Administrative costs			
Greenacres administrative costs, personnel		$	96,772
Tax Collector, 1% of collections			34,500
PBC Tax Collector - postage cost			1,560
Property Appraiser - administrative cost			150
Palm Beach County Information Systems Services fee			3,850
Palm Beach Post - advertising			-
Printing and mailing services for rate increase			-
Tyler Technologies - utility maintenance			1,300
Estimated uncollectable			128,838
Total Administrative Costs		**$**	**266,970**
Solid waste Collection and Recycling:			
Contract costs:			
Waste Hauler	$ 3,089,408		
Franchise Fees	$ 163,158		
Total waste hauler		**$**	**3,252,565**
Greenacres total solid waste costs		**$**	**3,519,536**

Item Summary

Meeting Date: July 20, 2026

From: Teri Beiriger, Director

Subject: **Resolution 2026-32:** Satisfying certain liens imposed against residential property, pursuant to Section 15-31, City of Greenacres Code. - Teri Beiriger, Director of Finance.

Background

Section 15-30, City of Greenacres Code, provides for the imposition of liens upon residential properties for the non-payment of City solid waste bills. Section 15-32, City of Greenacres Code, provides for release of the liens when accounts are paid in full.

Analysis

Fifteen (15) liens on two (2) solid waste accounts totaling $4,280.54 have been paid in full. The attached Resolution No. 2026-32 releases these fifteen (15) liens on two (2) solid waste accounts.

Financial Information

Liens amounting to $4,280.54 have been paid in full and are proposed for release.

Legal

The resolution has been prepared in accordance with all applicable City regulations.

Staff Recommendation

Approval of Resolution No. 2026-32.

Attachments:

1. Res 2026-32 Release of SW Liens ITEM SUMMARY
2. Res 2026-32 Release of SW Liens
3. Res 2026-32 Exhibit A 06302026

ITEM SUMMARY

MEETING DATE: July 20, 2026

FROM: Teri Lea Beiriger, Finance Director, Department of Finance

SUBJECT: Resolution No. 2026-32 Release of Liens for Solid Waste Collection

BACKGROUND

Section 15-30, City of Greenacres Code, provides for the imposition of liens upon residential properties for the non-payment of City solid waste bills. Section 15-32, City of Greenacres Code, provides for release of the liens when accounts are paid in full.

ANALYSIS

Fifteen (15) liens on two (2) solid waste accounts totaling $4,280.54 have been paid in full. The attached Resolution No. 2026-32 releases these fifteen (15) liens on two (2) solid waste accounts.

FINANCIAL INFORMATION

Liens amounting to $4,280.54 have been paid in full and are proposed for release.

LEGAL

The resolution has been prepared in accordance with all applicable City regulations.

STAFF RECOMMENDATION

Approval of Resolution No. 2026-32.

RESOLUTION NO. 2026-32

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, SATISFYING CERTAIN LIENS IMPOSED AGAINST RESIDENTIAL PROPERTY, PURSUANT TO SECTION 15-31, CITY OF GREENACRES CODE.

WHEREAS, the City Council of Greenacres, Florida, adopted Resolutions contained in the list, attached hereto as Exhibit "A", imposing liens upon certain residential properties for the owners' failure to pay for the collection and disposal of garbage, recyclable materials and vegetative waste as required by Section 15-26, City of Greenacres Code; and

WHEREAS, the owners of the residential properties contained in Exhibit "A", have brought their accounts current for the payment of the debts and charges for the collection and disposal of garbage, recyclable materials and vegetative waste, plus applicable interest, and administrative fees.

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

SECTION 1. Under the terms of Section 15-32, City of Greenacres Code, residential properties contained in the list supplied by the Finance Department of Greenacres, Florida, attached to this Resolution as Exhibit "A", have satisfied their imposed liens as recorded with the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Official Records Book.

SECTION 2. This Resolution shall be recorded in the Public Records of Palm Beach County, Florida, and shall have the effect of releasing said liens against those residential properties contained in the list attached hereto as Exhibit "A" only.

RESOLVED AND ADOPTED on this 20th day of July 2026.

Chuck Shaw, Mayor

Voted:

John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Elisa Leheny, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

City of Greenacres Solid Waste Collections

RELEASE OF LIENS **Resolution #2026-32**

Exhibit A

Through June 30, 2026

Account Number	PCN	Customer Name	Property Address	Legal Description	Lien #	Lien Amount	Book/Pg	Lien Pd
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2009-07	$ 176.28	23115 / 0078	4/15/2026
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2011-07	$ 299.94	24402 / 0259	4/15/2026
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2012-05	$ 207.27	25062 / 1715	4/15/2026
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2014-05	$ 460.97	26684 / 0342	4/15/2026
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2015-04	$ 286.32	27380 / 1015	4/15/2026
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2016-11	$ 354.99	28187 / 0785	4/15/2026
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2017-14	$ 379.62	29007 / 0139	4/15/2026
01018-001	18-42-44-26-04-000-0180	Hunter, Julia	5940 Piney Ct, Greenacres, Fl 33463	PINE COUNTRY LOT 18	2018-10	$ 430.31	29739 / 1807	4/15/2026
02328-001	18-42-44-23-08-003-0131	Kalixte, Wildrede	5815 S 38th St, Greenacres, Fl 33463	VILLA DEL TRIO ELY 30 FT OF LT 13 BLK 3	2010-35	$ 90.33	24125 / 0115	6/1/2026
02328-001	18-42-44-23-08-003-0131	Kalixte, Wildrede	5815 S 38th St, Greenacres, Fl 33463	VILLA DEL TRIO ELY 30 FT OF LT 13 BLK 3	2011-39	$ 158.05	24800 / 0785	6/1/2026
02328-001	18-42-44-23-08-003-0131	Kalixte, Wildrede	5815 S 38th St, Greenacres, Fl 33463	VILLA DEL TRIO ELY 30 FT OF LT 13 BLK 3	2013-05	$ 249.90	25834 / 1345	6/1/2026
02328-001	18-42-44-23-08-003-0131	Kalixte, Wildrede	5815 S 38th St, Greenacres, Fl 33463	VILLA DEL TRIO ELY 30 FT OF LT 13 BLK 3	2014-29	$ 199.98	27047 / 0885	6/1/2026
02328-001	18-42-44-23-08-003-0131	Kalixte, Wildrede	5815 S 38th St, Greenacres, Fl 33463	VILLA DEL TRIO ELY 30 FT OF LT 13 BLK 3	2015-46	$ 254.73	27923 / 0003	6/1/2026
02328-001	18-42-44-23-08-003-0131	Kalixte, Wildrede	5815 S 38th St, Greenacres, Fl 33463	VILLA DEL TRIO ELY 30 FT OF LT 13 BLK 3	2017-14	$ 403.13	29007 / 0139	6/1/2026
02328-001	18-42-44-23-08-003-0131	Kalixte, Wildrede	5815 S 38th St, Greenacres, Fl 33463	VILLA DEL TRIO ELY 30 FT OF LT 13 BLK 3	2018-10	$ 328.72	29739 / 1807	6/1/2026
2 accounts					*15 liens*	*$ 4,280.54*		

Item Summary

Meeting Date: July 20, 2026

From: Monica Powery, Director

Subject: **Resolution 2026-33:** Authorizing the purchase of a new Youth Programs playground from Playmore West, Inc., in an amount not to exceed $710,690.46, utilizing the School District of Manatee County Contract No. 26-0041-MR; approving a waiver of competitive selection for certain project components; authorizing the execution of necessary documents.- Monica Powery, Director of Purchasing.

Background

The City has identified the need for a new playground for the Youth Programs Department to accommodate the increased number of children anticipated with the opening of its new facility. The project includes furnishing and installing new playground equipment, poured-in-place rubber surfacing, artificial turf, and a multi-use court.

The City currently uses Playmore West, Inc. for recreational products and services on an as-needed basis. Playmore West provides recreational products and services, including playgrounds, site furnishings, design, and installation. The company has successfully completed similar playground projects for the City and has demonstrated the experience and expertise required to perform this project.

The City's Procurement Code was recently amended to update purchasing procedures, thresholds, exemptions, and alternate source processes. Under the revised Procurement Code, piggyback purchases exceeding $50,000 require City Council approval.

Analysis

Staff is requesting authorization to purchase the new playground from Playmore West, Inc., under the terms and conditions of the School District of Manatee County Contract No. 26-0041-MR, effective September 1, 2025, through August 31, 2030. This competitively solicited invitation to bid (ITB) provides pricing for playground equipment, site furnishings, design, and installation services, enabling the City to procure the required products and services in a cost-effective and efficient manner.

The proposed pricing for the Playworld playground equipment, freight, and installation is available under the School District of Manatee County Contract No. 26-0041-MR. During the development of the project, Playmore West obtained pricing for the additional project components, including the poured-in-place (PIP) rubber surfacing, artificial turf, rock base, and multi-use court. Safety 1st Playgrounds, Inc. provided the most competitive pricing for these components. However, Safety 1st Playgrounds is not named as a manufacturer for these materials under School District of Manatee County Contract No. 26-0041-MR.

Playmore West has extended the 3% contract discount on the artificial turf, poured-in-place (PIP) surfacing, and rock base. The vendor has also provided an additional courtesy discount of $232,245.68, resulting in significant overall cost savings for the City.

Based on the significant cost savings, City staff requests approval of a waiver the competitive selection pursuant Section 2-213 of the City's Code of Ordinances for the poured-in-place (PIP) rubber surfacing, artificial turf, rock base, and multi-use court. The requested approval will allow the City to obtain the additional discounted pricing offered by Playmore West, Inc., maximizing project value while using a single contractor for the complete installation.

See below for a summary of the price breakdown showing contract and courtesy discounts.

List Price for Playground & Surfacing Materials	936,206.40
Contract Discount (Playground)	(11,035.25)
Contract Discount (Surfacing Materials)	(18,469.01)
Contract Price	906,702.15
Courtesy Discount (Playground)	(44,141.00)
Courtesy Discount (Surfacing Materials)	(232,245.68)
Cost for Playground & Surfacing Materials	630,315.47
Provide & Install Asphalt Multi-Use Court	77,000.00

Engineering Drawings	1,875.00
Building Permit Project Management	1,500.00
Final Project Cost	**710,690.47**

Financial Information

Funding is available and will be charged to account CIP 305-40-46-63-91, City Park Improvement.

Legal

The purchase is being made in accordance with the City's Procurement Code and utilizes the terms and conditions of School District of Manatee County Contract No. 26-0041-MR. Council approval is requested in accordance with the revised Procurement Code requirements for piggyback purchases and waiver of competitive solicitation.

Staff Recommendation

Approval of Resolution No. 2026-33 authorizing the purchase of the new Youth Programs playground from Playmore West, Inc., in the amount not to exceed $710,690.46.

Attachments:

1. Resolution 2026-33
2. Playmore West, Inc. Proposal #EST3664
3. School District of Manatee County Contract No. 26-0041-MR

RESOLUTION NO. 2026-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE PURCHASE OF A NEW YOUTH PROGRAMS PLAYGROUND FROM PLAYMORE WEST, INC., IN AN AMOUNT NOT TO EXCEED $710,690.46, UTILIZING THE SCHOOL DISTRICT OF MANATEE COUNTY CONTRACT NO. 26-0041-MR; APPROVING A WAIVER OF COMPETITIVE SELECTION FOR CERTAIN PROJECT COMPONENTS; AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has identified the need for a new playground for the Youth Programs Department to accommodate the increased number of children anticipated with the opening of its new facility; and

WHEREAS, the City's Procurement Code was recently amended to update purchasing procedures, thresholds, exemptions, and alternate source processes. Under the revised Procurement Code, piggyback purchases exceeding $50,000 require City Council approval; and

WHEREAS, the City of Greenacres (the "City") has utilized Playmore West, Inc. for recreational products and services on an as-needed basis, including playground equipment, site furnishing, design, and installation services; and

WHEREAS, Playmore West, Inc. has provided pricing under the School District of Manatee County Contract No. 26-0041-MR, effective September 1, 2025, through August 31, 2030, a competitively solicited invitation to bid (ITB) for playground equipment, site furnishings, design, and installation services; and

WHEREAS, City staff recommends utilizing the ITB for playground equipment, freight, and installation; and

WHEREAS, City staff requests a waiver of the competitive selection process for the additional project components, including the poured-in-place (PIP) rubber surfacing, artificial turf, rock base, and multi-use court in accordance with Section 2-213 of the City's Code of

Ordinances resulting in a significant cost savings and allow the project to be completed by a single contractor; and

WHEREAS, City staff recommends that the City Council approve the purchase of the new Youth Programs playground from Playmore West, Inc., for an amount not to exceed $710,690.46, as being in the City's best interest.

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

SECTION 1. The City Council hereby approves the purchase of the new Youth Programs playground from Playmore West, Inc., in an amount not to exceed $710,690.46, utilizing the terms and conditions of School District of Manatee County Contract No. 26-0041-MR for the playground and waiver of competitive selection process in accordance with Section 2-213 of the City’s Code of Ordinances for the additional project components.

SECTION 2. The City Council authorizes the appropriate City officials to execute the purchase orders and related documents necessary for these services.

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

RESOLVED AND ADOPTED this 20 of day of July 2026

Chuck Shaw, Mayor

Voted:

John Tharp, *Deputy Mayor*

Attest:

Quintella Moorer, City Clerk

Voted:

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, *Council Member, District III*

Voted:

Susy Diaz, Council Member, *District IV*

Voted:

Elisa Leheny, *Council Member, District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

playmore
RECREATIONAL PRODUCTS + SERVICES

Proposal

#EST3664

Bill To
City of Greenacres
Public Works
5750 Melaleuca Ln
Greenacres FL 33463

Ship To
Youth Community Center
TBD

Proposal Date	Project Manager
7/7/2026	Vivian Figueroa

Title: City of Greenacres - Youth Community Center
Memo:

			Terms: Net 30
Quantity	**Description**	**Unit Price**	**Total Extended**
1	**Custom & Design** DR1061C	$220,705.00	$220,705.00
	School District of Manatee County Contract 26-0041-MR Discount	-5%	($11,035.25)
	Discount Courtesy	($44,141.00)	($44,141.00)
1	**Freight** Playworld	$16,000.00	$16,000.00
1	**Play Equipment Installation** Priced per Manatee Contract	$83,867.90	$83,867.90
12,911	**Playground Surfacing** Artificial Turf - 12,911 sf	$27.50	$355,052.50
	School District of Manatee County Contract 26-0041-MR Discount	-3%	($10,651.58)
5,300	**Playground Surfacing** Poured in Place EPDM - 5,300 sf	$28.55	$151,315.00
	School District of Manatee County Contract 26-0041-MR Discount	-3%	($4,539.45)
18,211	**Miscellaneous Installation** Rock Base - 18,211 sf	$6.00	$109,266.00
	School District of Manatee County Contract 26-0041-MR Discount	-3%	($3,277.98)
1	**Miscellaneous Installation** Provide & Install Asphalt Multi-Use Court	$77,000.00	$77,000.00
	Discount Surfacing and Install Discount	($232,245.68)	($232,245.68)
1	**Engineered Drawings**	$1,875.00	$1,875.00
1	**Building Permit Project Management** Processing Only	$1,500.00	$1,500.00
THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS		**Subtotal**	$710,690.46
		Tax	$0.00
		Total	$710,690.46

Proposal

#EST3664

Accepted By

Printed Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING. PO/Reference #:_____ ***THANK YOU!***

6300 Metro Plantation Road
Fort Myers, FL 33966

(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free

Standard Terms and Conditions

General Terms

Acceptance of this proposal, quotation, contract, purchase order, or authorization to proceed constitutes acceptance of all terms and conditions contained herein.

- Prices are valid for thirty (30) days unless otherwise noted. After thirty (30) days, prices are subject to change without notice.
- Add 10% to the total project price if Prevailing Wages are required and not specifically included in the proposal.
- Add 3% to the total project price if Payment and Performance Bonds are required and not specifically included in the proposal.
- Add 2% to the total project price if participation in an OCIP or CCIP program is required and not specifically included in the proposal.
- Sales tax will be charged unless a valid Sales Tax Exemption Certificate is provided prior to invoicing.
- All colors, options, layouts, and selections must be approved in writing. Playmore shall not be responsible for discrepancies resulting from verbal approvals or selections.
- Installation, site work, demolition, grading, drainage, permits, engineering, surveys, utility locates, testing, or other related work are not included unless specifically stated in the proposal.
- If customer or others perform installation, all equipment must be installed in accordance with manufacturer instructions, ASTM standards, CPSC guidelines, applicable codes, and industry standards.

Warranties

Playmore warrants equipment, surfacing, and installation workmanship for a period of one (1) year from the date of substantial completion unless otherwise stated in writing.

Any applicable manufacturer warranties extending beyond one year shall remain in effect in accordance with the manufacturer's warranty terms and conditions. Manufacturer warranty claims shall be processed directly through the manufacturer. Playmore assumes no responsibility for manufacturer warranties beyond its one-year workmanship warranty.

Normal wear, abuse, vandalism, misuse, improper maintenance, unauthorized repairs, acts of nature, or damage caused by others are excluded from warranty coverage.

Playground Surfacing

All playground equipment shall be installed over safety surfacing in compliance with applicable ASTM standards and current CPSC guidelines.

If customer or others elect to install equipment or surfacing contrary to manufacturer recommendations, ASTM standards, CPSC guidelines, or applicable codes, customer assumes all responsibility and liability associated with such installation, including any resulting claims, injuries, or litigation.

Installation Standard Services Include (As Required)

- Shipping coordination and receiving instructions
- Pre-installation site meeting
- Public utility locate request through Sunshine 811
- Delivery and movement of new equipment on-site
- Equipment layout
- Installation in accordance with manufacturer instructions
- General jobsite cleanup (debris left on-site unless otherwise noted)
- Post-installation walkthrough

Installation Customer Responsibilities

Unless specifically included in the proposal, customer responsibilities include:

- Site plans and surveys
- Site preparation, grading, drainage, and earthwork
- Removal of existing equipment or site improvements
- Private utility locates
- Dumpster and debris disposal
- Accepting deliveries and unloading equipment

- Providing staging and storage areas
- Site security
- Site access for equipment and personnel

Building Permits

Required building permits are the responsibility of the Owner and/or Contractor. If a building permit is required for the project, a permit coordination fee equal to 5% of the total project price will be added unless already included in the proposal.

All zoning, planning, health department, environmental, architectural, HOA, and other jurisdictional reviews, permits, approvals, site plans, surveys, engineering documents, and supporting materials required for permitting are the responsibility of others unless specifically stated otherwise in the proposal.

If signed and sealed engineered drawings are required, additional charges may apply unless specifically included in the proposal.

Equipment and materials will not be released for vendor fabrication until all required building permits have been obtained unless Playmore has received a fully executed Early Manufacturing Release & Risk Acknowledgment from the customer.

Theft / Vandalism

Customer is responsible for securing the project site, equipment, and materials at all times. Playmore shall not be responsible for theft, vandalism, damage, or loss occurring before final project completion and acceptance.

Any costs associated with replacement equipment, materials, labor, mobilization, delays, or additional services resulting from theft, vandalism, or site damage shall be the responsibility of the customer.

Site Access / Utilities

Customer shall provide and maintain adequate access to the project site for heavy trucks, equipment, deliveries, and personnel throughout the duration of the project.

If access is restricted, limited, or located an unreasonable distance from the installation area, any additional labor, equipment, transportation, staging, handling, or mobilization costs incurred shall be the responsibility of the customer unless specifically included in the proposal.

Playmore will exercise reasonable care during delivery and installation activities; however, the customer acknowledges that normal construction and installation operations may result in damage to existing site conditions, including but not limited to sod, irrigation systems, concrete, asphalt, landscaping, private utilities, sidewalks, curbing, or other improvements. Repair or replacement of such items shall be the responsibility of the customer unless specifically included in the proposal.

Customer is responsible for identifying and marking all private underground utilities and site improvements prior to commencement of work.

Any additional protective measures requested by the customer, including temporary access roads, plywood protection, crane pads, or ground protection systems, shall be at the customer's expense unless specifically included in the proposal.

Rock / Unsuitable Soil / Unknown Conditions

Most installations require excavation and concrete footings below finished grade. Removal of existing surfaces or ground coverings, including but not limited to asphalt, concrete, rubber surfacing, poured-in-place surfacing, wood fiber, sand, gravel, mulch, or other materials interfering with excavation, shall be the responsibility of others unless specifically included in the proposal.

If unforeseen site conditions or underground obstructions are encountered, including but not limited to:

- rock,
- coral,
- unsuitable soils,
- groundwater,
- buried concrete,
- asphalt,
- utilities,
- drainage systems,
- root systems,
- debris,
- or other unknown obstructions,

Any resulting additional labor, equipment, material, engineering, disposal, dewatering, delay, or excavation costs shall be treated as extra work and billed in addition to the original proposal amount.

Additional Responsibilities

Any additional responsibilities, exclusions, clarifications, or assumptions shall be specifically identified in the proposal.

PlayMoreWorryLess™ Playground Warranty and Inspection Program

Playground Installation Warranty

In addition to all applicable manufacturer product warranties, Playmore warrants its installation services for a period of one (1) year from the date of project completion.

During this warranty period, Playmore will, at no cost to the Owner, provide all labor necessary to correct defects resulting from improper installation workmanship.

This warranty does not cover conditions resulting from normal wear and tear, misuse, vandalism, acts of nature, or failure to perform routine maintenance.

Complimentary Playground Inspection Service

For the service life of installed playground equipment, Playmore offers one (1) complimentary annual playground inspection, to be conducted in coordination with an Owner representative.

- Inspections will be performed by a Certified Playground Safety Inspector (CPSI).
- The inspection consists of a visual assessment of the play area to identify potential safety, maintenance, or warranty-related concerns.
- Inspection findings and recommendations are advisory and do not replace the Owner's responsibility for routine maintenance and repairs.

To schedule the annual inspection, please contact Customer Service at (888) 886-3757.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN [redacted] DAYS AFTER RECEIPT OF ORDER.

1. **PLAYGROUND EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of `Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

2. **SITE EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]

3. **SHADE STRUCTURE** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN [redacted] DAYS AFTER RECEIPT OF ORDER.

1. **PLAYGROUND EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.		
Catalog Name	**Catalog number/year**	**Percentage Discount Off of `Catalog**
[redacted]		[redacted]

4. SURFACING MATERIALS -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

5. INSTALLATION To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added).

INSTALLER or SUBCONTRACTOR COMPANY NAME	Percentage Mark up of equipment cost
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

The bidder proposes and agrees to provide all labor, materials, supervision, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:

6. Repair Technician- standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.), hourly rate	**$** [redacted]
7. Repair Technician- non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday), hourly rate	**$** [redacted]

MATERIALS-Component Parts: Replacement OR repair parts

8. Percentage mark-up of repair materials. Where applicable, A MAXIMUM OF 15% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC. Note: All invoices shall be billed on a markup basis except during a declared disaster (no mark-up permitted).	[redacted] % mark-up **Maximum 15% Markup**

4. SURFACING MATERIALS -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 26-0041-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and PLAYMORE WEST INC. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE, PARK AND PLAYGROUND EQUIPMENT **SDMC No.** 26-0041-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from SEPTEMBER 1, 2025 through AUGUST 31, 2030. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District 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 the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 442307

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	10271 DEER RUN FARMS RD, SUITE1, FT MYERS, FL 33966
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO BOX 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS*: Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
PLAYMORE WEST INC. CONTRACTOR/COMPANY NAME	10271 DEER RUN FARMS RD, SUITE1, FT MYERS, FL 33966 ADDRESS
PHONE 239-791-2400	EMAIL LUKER@PLAYMOREONLINE.COM
TYPE OR PRINT NAME LUKE RUSSELL	TITLE PRESIDENT
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 X41129	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Luke Russell Digitally signed by Luke Russell DN: cn=Luke Russell gn=Luke Russell c=US United States l=US United States e=luker@playmoreonline.com Reason: I have reviewed this document Location: Date: 2025-06-25 08:26-04:00	6/25/25	Joseph A. Ranaldi Joseph A. Ranaldi (Jul 21, 2025 16:49 EDT)	
Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
		Kevin Chapman (Jul 23, 2025 23:08:20 GMT+2)	
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
Kevin Pendley (Jul 17, 2025 14:13 EDT)			
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: PLAYMORE WEST INC.

TELEPHONE NUMBER: 239-791-2400

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
PERK, CARRIE	8/9/2026	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: PLAYMORE WEST INC.

Address: 10271 DEER RUN FARMS RD, SUITE1, FT MYERS, FL 33966

Phone Number: 239-791-2400

Authorized Representative's Name: LUKE RUSSELL

Authorized Representative's Title: PRESIDENT

Email Address: LUKER@PLAYMOREONLINE.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Luke Russell

Digitally signed by Luke Russell
DN: cn=Luke Russell gn=Luke Russell c=US United States l=US United States e=luker@playmoreonline.com
Reason: I have reviewed this document
Location:
Date: 2025-06-25 08:27-04:00

Signature of Authorized Representative

6/25/25

Date

SUBMIT TO: All Bids must be submitted via VendorLink--www.myvendorlink.com at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* **INVITATION TO BID** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan		
TELEPHONE #: 941-708-8770 ext 41129	**DATE ISSUED: May 16, 2025**	
EMAIL ADDRESS: ryan@manateeschools,net		
TITLE: **PARK AND PLAYGROUND EQUIPMENT**	**NUMBER:** **26-0041-MR**	**SUBMITTAL DEADLINE:** **JUNE 11, 2025, 3:00 PM**
PRE-PROPOSAL CONFERENCE - N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: June 2, 2025		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"). **LEGAL COMPANY NAME:** [redacted]	**Florida Division of Corporation Document Number** (www.sunbiz.org): [redacted] **CONTRACTOR E-VERIFY NUMBER:** [redacted]	
MAILING ADDRESS: [redacted]	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. Authorized Signature [redacted] Typed Name [redacted] [redacted] Title Date	
CITY – STATE – ZIP: [redacted]		
TELEPHONE NO: [redacted]		
FAX NO: [redacted]		
FEI/EIN Number: [redacted]		
Email Address: [redacted]		

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN [redacted] DAYS AFTER RECEIPT OF ORDER.

1. **PLAYGROUND EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of `Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

2. **SITE EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]

3. **SHADE STRUCTURE** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN [redacted] DAYS AFTER RECEIPT OF ORDER.

1. **PLAYGROUND EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.		
Catalog Name	**Catalog number/year**	**Percentage Discount Off of `Catalog**
[redacted]		[redacted]

4. SURFACING MATERIALS -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

5. INSTALLATION To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added).

INSTALLER or SUBCONTRACTOR COMPANY NAME	Percentage Mark up of equipment cost
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

The bidder proposes and agrees to provide all labor, materials, supervision, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:

6. Repair Technician- standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.), hourly rate	**$** [redacted]
7. Repair Technician- non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday), hourly rate	**$** [redacted]

MATERIALS-Component Parts: Replacement OR repair parts

8. Percentage mark-up of repair materials. Where applicable, A MAXIMUM OF 15% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC. Note: All invoices shall be billed on a markup basis except during a declared disaster (no mark-up permitted).	[redacted] % mark-up **Maximum 15% Markup**

4. SURFACING MATERIALS -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
[redacted]		[redacted]
[redacted]		[redacted]
[redacted]		[redacted]

RENTAL OF EQUIPMENT

On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course services and only used with prior written approval from the School District of Manatee County representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.

9. Rental of equipment percentage mark-up of cost. This is equipment that is used on occasion, not in the regular course of electrical services. A MAXIMUM OF 10% MARKUP of cost of rental equipment will be allowed	[redacted] % mark-up **Maximum 10% Markup**

*If additional space is needed, copy form as needed.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No [redacted]

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

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MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

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MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: [redacted]

[redacted]

DEALER'S WARRANTY: [redacted]

LOCATION OF REPAIR SERVICES: [redacted]

AVAILABILITY OF REPAIR PARTS: [redacted]

ESTIMATED TIME TO EFFECT REPAIR: [redacted]

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE: [redacted]

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through [redacted].

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of [redacted].

Company Name: [redacted]

Print Name: [redacted]

Signature: _____ Date: [redacted]

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: ____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name: [redacted] Telephone #: [redacted]

Contact Name: [redacted] E-mail Address: [redacted]

Scope of Work Provided: [redacted]

Project Dollar Value: [redacted] Present Contract Status: [redacted]

Contract Dates: [redacted]

Reference # 2

Organization Name: [redacted] Telephone #: [redacted]

Contact Name: [redacted] E-mail Address: [redacted]

Scope of Work Provided: [redacted]

Project Dollar Value: [redacted] Present Contract Status: [redacted]

Contract Dates: [redacted]

Reference # 3

Organization Name: [redacted] Telephone #: [redacted]

Contact Name: [redacted] E-mail Address: [redacted]

Scope of Work Provided: [redacted]

Project Dollar Value: [redacted] Present Contract Status: [redacted]

Contract Dates: [redacted]

The School District of Manatee County is authorized to check your company's previous performance and contact references.

Authorizing Signature (Respondent)

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: [redacted]

Bidder's principal place of business (County and State): [redacted]

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☒No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☒No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☒No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☒No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☒No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☒No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.

_____

_____

_____

_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.

[redacted]

_____

_____

_____

_____

[redacted]

Company Name

[redacted]

Corporate Name of Bidder (Typed)



Authorized Representative's Signature **Date**

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[redacted]

Company Name

Signature of Contractor's Authorized Official

[redacted]

Name and Title (Printed)

[redacted]

Date

APPENDIX F

FEDERAL DEBARMENT CERTIFICATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[redacted]

Company Name



Signature of Contractor's Authorized Official

[redacted]

Name and Title of Contractor's Authorized Official

[redacted]

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX G

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

[redacted]

Company Name

Signature of Contractor's Authorized Official

[redacted]

Name and Title of Contractor's Authorized Official

[redacted]

Date

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX H

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

[redacted]
Company Name

Signature of Contractor's Authorized Official

[redacted]
Name and Title of Contractor's Authorized Official

APPENDIX I

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: [redacted]

[redacted]

Company Name

Signature of Contractor's Authorized Official

[redacted]

Name and Title of Contractor's Authorized Official

[redacted]

Date

APPENDIX J

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: [redacted]

Address: [redacted]

Phone Number: [redacted]

Authorized Representative's Name: [redacted]

Authorized Representative's Title: [redacted]

Email Address: [redacted]

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

[redacted]

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: [redacted]

MAILING ADDRESS: [redacted]

CITY, STATE, ZIP CODE: [redacted]

TELEPHONE NUMBER: [redacted]

FAX NUMBER: [redacted]

*SIGNATURE: _____ DATE [redacted]

NAME AND TITLE: (Typed) [redacted]

EMAIL ADDRESS: [redacted]

Links to Manufacturers Websites

Playground Equipment
Playworld – https://playworld.com/
Berliner – https://berliner-playequipment.com/us/
Cre8Play – https://www.cre8play.com/
ExoFit – https://www.exo.fit/
TrekFit – https://trekfit.ca/
Action Play Systems – https://actionplaysystems.com/

Site Equipment
Wabash Valley – https://www.wabashvalley.com/
Premier Polysteel – https://premierpolysteel.com/

Shade Structures
USA Shade – https://www.usa-shade.com/
Shade Systems – https://www.usa-shade.com/
Apollo Sunguard – https://apollosunguard.com/
Americana – https://americana.com/
Playworld Shade – https://playworld.com/

Surfacing Materials
Sunshine Turf – https://www.sunshineturf.info/
The Recreational Group – https://www.recreationalgroup.com/
No Fault – https://nofault.com/
ForeverLawn – https://www.foreverlawn.com/
Pro-Techs – https://pro-techssurfacing.com/
The Mulch and Soil Company – https://www.themulchsoilco.com/
Zeager – https://zeager.com/
DuraPlay – https://duraplay.com/

May 23,2025

RE: Sole Source Letter

To Whom It May Concern:

This letter is to confirm that Playmore Recreational Products and Services is the exclusive authorized contracted dealer for Playworld in the state of Florida. Furthermore, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,



Kristi M. Teats
Customer Service/LogisticsManager Playworld
Kristi.Teats@playpower.com

570-522-5447

Berliner
Play equipment for life

Berliner Seilfabrik
Play Equipment Corporation
96 Brookfield Oaks Dr Ste 140
Greenville, SC 29607

Phone +1.864.627.1092
Fax +1.864.627.1178
info@berliner-playequipment.com

To whom it may concern,

This letter is to confirm Playmore West, Inc. dba Playmore Recreational Products and Services is the authorized dealer/distributor/reseller of Berliner in the State of Florida. They are also authorized to install and service all Berliner products.

Should you require further information please don't hesitate to contact me.

Kind Regards

Sarah Shepherd

Sarah Shepherd

Regional Sales Director-Eastern USA

March 13th, 2025

RE: Authorized Sales and Distribution Representative – State of Florida

To Whom It May Concern:

This is to acknowledge that Playmore West, Inc dba Playmore Recreational Products and Services, is an authorized sales representative and distributor of Cre8Play products, parts, and services within the State of Florida.

As Cre8Play's representative, Playmore Recreational Products and Services, has the authority to bid and supply themed play environments and services on behalf of Cre8Play.

Please refer all inquiries and orders directly to Playmore Recreational Products and Services.

Should you have any additional questions, please feel free to contact Playmore Recreational Products and Services, or Cre8Play directly.

Thank You,

Nickolas Demetrakas V.P. Operations/Finance

11/21/2024

To Whom it May Concern,

This letter confirms that Playmore Recreational Products and Services is certified to sell and install ExoFit Outdoor Fitness Equipment.

Sincerely,

Danny Flesher

President

Exofit Outdoor Fitness Equipment

PlayPower
Inspiring the world to play.

To Whom It May Concern:

Please let this letter serve notice that **Playmore Recreational Products and Services**, is an authorized sales and service representative of the Wabash Valley, Urbanscape and Green Valley product lines in the State of Florida.

If you have any questions, please feel free to contact me at 1-813-760-0382.

Respectfully,

Dan Sullivan
National Sales Manager MSP
Daniel.sullivan@playpower.com
WABASHVALLEY MFG., INC.

WABASH VALLEY

USASHADE
& Fabric Structures

USA Headquarters
DFW International Commerce Park
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261
FedEx and UPS Shipments

Mailing Address
P.O. Box 3467
Coppell, TX 75019
US Postal Service

To Whom It May Concern:

It is our pleasure to inform you that Playmore Recreational Products and Services is a certified independent sales rep firm and installer of USA Shade and Fabric Structures.

Sincerely,

Whitney Klen

Whitney Klen
National Sales Manager
Independent Reps and National Accounts
USA Shade and Fabric Structures, Inc.

Shade systems INC
4150 S.W. 19th Street • Ocala, FL 34474
Tel.: 352/237-0135 · TOLL-FREE: 1-800-609-6066 · FAX: 352/237-2256
E-mail: info@shadesystemsinc.com • Web: www.shadesystemsinc.com

To Whom It May Concern:

Playmore Recreational Products and Services is an authorized distributor of Shade Systems in the state of Florida. Furthermore, Playmore Recreational Products and Services can provide installation of our products.

If there is need of additional information, please feel free to contact me.

Sincerely,

Margo Ross
Customer Service Manager
Shade Systems, Inc.

5801 Mayfair Rd., Suite 4
North Canton, Ohio 44720
866.992.7876
FOREVERLAWN.COM

To Whom It May Concern:

Playmore Recreational Products & Services is an authorized supplier and installer of ForeverLawn products, including ForeverLawn Playground Grass.

If you have any questions or need additional documentation, please don't hesitate to contact us.

Kind Regards,

Derek Taylor
ForeverLawn, Inc.
5801 Mayfair Rd., Suite 4
North Canton, OH 44720
330.499.8873

A Service Disabled Veteran Owned Small Business!

To Whom It May Concern:

This letter is to inform you that Playmore Recreational Products & Services is an authorized distributor and installer of Apollo Sunguard Systems, Inc. shade products throughout the entire State of Florida.

Sincerely,

Danielle Cibello

Danielle Cibello
Vice President of Sales

Apollo Sunguard Systems, Inc.
4487 A Ashton Road, Sarasota, Florida 34233
Toll Free: (800) 319-1010 Phone: (941) 925-3000 Fax: (941) 925-3001
www.apollosunguard.com

SUNSHINE TURF

1036 Dunn Ave Ste 4-238
Jacksonville FL 32218
(904) 383-0243

Subject: Authorization to Sell and Install Sunshine Turfs Products

We are pleased to inform you that Playmore Recreational Products and Services is an authorized distributor of Sunshine Turfs products. This letter hereby grants Playmore Recreational Products and Services to sell and install our range of Sunshine Turfs products in the terms outlined below.

Terms of Authorization:

1. **Scope of Authorization:**
   Playmore Recreational Products and Services is authorized to market, sell, and install Sunshine Turfs products.
2. **Compliance with Standards:**
   All installations and sales must comply with Sunshine Turfs' guidelines and quality standards to ensure customer satisfaction and brand integrity.
3. **Brand Representation:**
   Playmore Recreational Products and Services is expected to represent Sunshine Turfs professionally, using approved marketing materials and maintaining the brand image.

We look forward to a successful partnership and are confident that Playmore Recreational Products and Services will contribute to the growth and reputation of Sunshine Turfs. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Jennifer Freeman

Office Manager

904-383-0243

Pro-Techs Surfacing, LLC

11/21/2024

To Whom It May Concern,

This is to verify that all representatives at Playmore Recreational Products & Services, 10271 Deer Run Farms Rd., Suite 1, Fort Myers, FL 33966; is an approved certified vendor to sell our products nationally and offer installation on our products.

If you should need any further information or explanation, please contact us.

Thank you,

Tracy Slegus

Tracy Slegus

Office Manager

3840 Ridgewood Rd., Unit 4343, Copley, OH 44321, Phone: 330-576-6058, Email: info@pro-techssurfacing.com

To whom it may concern:

Playmore West is currently a customer of The Mulch and Soil Company and they are authorized to sell and install our materials.

Please note that the Mulch and Soil Company is currently operating under Forestry Resources, LLC as well.

Sincerely –

Kristine Magee

Customer Service Manager

The Mulch and Soil Company

Phone: 239.334.7272

ZEAGER
EST. 1967

Quality, Integrity & Innovation.

□o□em□er 21st, 202□

To whom this may concern,

□laymore Recreational □roducts □ Ser□ices is authori□ed to sell, and install, the followin□ □roducts manufactured □y □ea□er Bros., Inc. includin□□ WOODC□R□□T□ □remium en□ineered wood fi□er, WoodCar□et□ □eote□tile Fa□ric, and T□FFM□T□ surface mats.

Sincerely,

Scott M. Merchlinski
Sales □ Marketin□ Mana□er
□ea□er Bros., Inc.

Main Office
□hone □00-3□□-□52□
Fa□717-9□□-7□□1
info□ □ea□er.com

□ea□er.com

Lower □ □□□er Midwest
□hone □00-29□-9227
Fa□270-5□□-□□93
□hc□ □ea□er.com

May 28, 2025

To Whom It May Concern:

Playmore Recreational Products and Services is an authorized distributor of Action Play Systems in the state of Florida. Furthermore, Playmore Recreational Products and Services can provide installation of APS products.

If there is a need for additional information, please feel free to contact us.

Sincerely,

Angie Oxidine-Robinette, Sales and Product Specialist
Action Play Systems, 18535 Old Statesville Rd. Suite C
Cornelius, NC 28031
(855)752-9722
angie@actionplaysystems.com

PREMIER POLYSTEEL

The Best Commercial Outdoor Furniture Available. Period.

05/28/2025

To whom it may concern,

This letter is to inform you that Playmore Recreational Products and Services is one of our dealers and is authorized to sell our products in Florida, USA. Should you have any questions, please reach out to us at (641) 324-2750 or (877) 746-3826.

Thank You,

Amber Dorsey
Customer Service Supervisor
Premier Polysteel
A Division of ADA Enterprises, Inc.

Premier Polysteel – a Division of ADA Enterprises, Inc.
305 Enterprise Drive PO Box 77 Northwood, IA 50459
(641) 324-2750 1-800-746-3826 Fax (641) 324-1092
www.premierpolysteel.com

TREKFIT INC

7000 F Boul. Industriel

Chambly, Qc, Canada, G3L 4X3

514 447 8884

info@trekfit.ca

Wednesday, May 28, 2025

To whom it may concern,

This letter is to confirm Playmore Recreational Products and Services is the authorized dealer / distributor / reseller of TREKFIT in the State of Florida.

They are also authorized to install and service all TREKFIT products.

Should you require more information please don't hesitate to contact me.

Best Regards



Eric Tomeo

President

THE RECREATIONAL GROUP

May 30, 2025

To Whom It May Concern,

Playmore Recreational Products and Services is an authorized distributor of XGrass Synthetic Turf and Duraflex Poured-in-Place Rubber—both of which are brands under The Recreational Group umbrella. In addition to distribution, Playmore is certified to provide professional installation services for these products.

If you have any questions regarding Playmore's authorization or capabilities related to products within The Recreational Group portfolio, please don't hesitate to reach out.

Best,

Lauren Harrigan

Lauren Harrigan
Vice President – Installed Sales
859.361.7784
Lauren.Harrigan@recreationalgroup.com

DuraPlay Inc.
150 Brownson Lane
Driftwood, TX 78619

Regarding DuraPlay Safety Surfacing, an ECORE Company,

PlayMore Recreational Products and Services is an authorized distributor of DuraPlay Safety Surfacing and ECORE related products. Furthermore, DuraPlay provides factory certified and insured, proprietary installations to PlayMore Recreational Products and Services for all our products.

November 21, 2024

TO WHOM IT MAY CONCERN

RE: Playmore Recreational Products and Services

Dear Sir/Madame:

By way of this letter, No Fault LLC d/b/a No Fault Surfaces confirms that Playmore Recreational Products and Services is certified to sell and offer installation of our products.

If you have any other questions, please do not hesitate to contact me.

With kind regards, I am

Sincerely,

Michele Munson
General Manager
No Fault® Surfaces
6750 Exchequer Drive
Baton Rouge, LA 70809
M: 225.247.7449
michele.munson@nofault.com

P.O. Box 1290 - Salem IL 62881 - 1-800-851-0865

□une 2nd. 2025

□laymore Recreational □roducts □ Ser□ices of Florida is an authori□ed dealer and certified installer for □mericana Buildin□ □roducts.

Thank You,

□hil □i□er
Re□ional Sales Mana□er
□mericana Outdoors

Item Summary

Meeting Date: July 20, 2026

From: Carlos Cedeno , PW Director

Subject: **Resolution 2026-34:** Authorizing the execution of the Fiscal Year 2026-2027 Community Development Block Grant (CDBG) Agreement for Phase V Original Section Septic to Sewer Project; and providing for an effective date. - Carlos Cedeno, Director of Public Works.

Background

On February 27, 2026, the City of Greenacres applied to the Palm Beach County Department of Housing and Economic Development for a Community Development Block Grant (CDBG) for Fiscal Year 2026-2027. The project will construct gravity sewer line lines and services to homes along Jennings Avenue from 10th Avenue North south to Biscayne Drive with a septic system currently serving 1,170 residential units. The estimated cost of Capital Improvement Project 305-193, *Original Section Septic to Sewer Phase V North* is $1,720,592.

Analysis

To proceed with the project, the attached Agreement between Palm Beach County Department of Housing and Economic Development and the City of Greenacres needs to be approved by the Council. This agreement is similar to the previous CDBG agreements between Palm Beach County and the City of Greenacres. The agreement will become effective October 1, 2026.

Financial Information

The Agreement provides $205,398 of the estimated $1,720,592 construction cost of the project. The remaining portion of funds needed to complete the project has been budgeted in the FY 2026-2027 Capital Improvement Program budget.

Legal

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

Staff Recommendation

Approval of Resolution FY 2026-2027 CDBG Agreement through the adoption of Resolution 2026-34.

Attachments:

1. Res 2026-34 Phase V CDBG Lift Station Agreement
2. Res. 2026-34 Phase V CDBG Lift Station Agreement Exhibit A
3. Res. 2026-34 Transmittal Instructions

RESOLUTION NO. 2026-34

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF THE FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR PHASE V ORIGINAL SECTION SEPTIC TO SEWER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City council entered into an Interlocal Agreement with Palm Beach County on June 5, 2017, for the Community Development Block Grant (CDBG) program to qualify for appropriations in Federal Fiscal Years 2021, 2022, 2023, 2024, 2025 and 2026; and

WHEREAS, on February 27, 2026, the City of Greenacres applied to the Palm Beach County Department of Housing and Economic Development (DHED) for a Community Development Block Grant for Fiscal Year 2026-2027. The overall goal of the project is to construct gravity sewer lines and services and serve 1,170 residential units on septic service from 10th Avenue North to the south by Lake Worth Road, to the east by Haverhill Road, and to the west by the LWDD E-3 Canal; and

WHEREAS, it was determined there is a need for the following project to be undertaken: Phase V North of the gravity sanitary sewer infrastructure constructed 10th Ave North and Biscayne Boulevard along Jennings Avenue. The project will provide sanitary sewer service to properties within the City's Original Section and enhance water quality standards to City residents.

WHEREAS, the Council has previously approved $1,720,592 in Utilities Fund monies in the FY 2027 Capital Improvement Program Budget for this project; and

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

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

SECTION 1. The City Council grants authorization for the execution of the FY 2026-2027 Community Development Block Grant (CDBG) Funding Agreement for the Original Section Septic to Sewer North Phase V Improvements of the City of Greenacres attached hereto as Exhibit A.

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

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

SECTION 4. This resolution shall be effective October 1, 2026.

RESOLVED AND ADOPTED this 20th of day of July, 2026

Chuck Shaw, *Mayor*

Voted:

John Tharp, *Deputy Mayor*

Attest:

Quintella Moorer, *City Clerk*

Voted:

Peter Noble, *Council Member, District II*

Voted:

Judith Dugo, *Council Member, District III*

Voted:

Susy Diaz, *Council Member, District IV*

Voted:

Elisa Leheny, *Council Member, District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, *City Attorney*

CDBG CAPITAL IMPROVEMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

CITY OF GREENACRES

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **City of Greenacres**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **5800 Melaleuca Lane, Greenacres, FL 33463**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-26-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2026-2027** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **$205,398** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

(A) **"CDBG"** means the Community Development Block Grant Program of Palm Beach County.

(B) **"County"** means Palm Beach County.

(C) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.

(D) "**Federal Public Benefit**" means any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States, as defined in 8 USC 1611(c)

(E) **"HED Approval"** means the written approval of the HED Director or his designee.

(F) **"HED"** means Palm Beach County Department of Housing & Economic Development.

(G) **"HUD"** means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

(H) **"Low and Moderate Income Persons"** means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

(I) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

(J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "**Qualified Alien**" (as defined in (8 USC 1641) means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:

1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act,
2. An alien who is granted asylum under section 208 of such Act,
3. A refugee who is admitted to the United States under section 207 of such Act [8 U.S.C. 1157],
4. An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for a period of at least 1 year,
5. An alien whose deportation is being withheld under section 243(h) of such Act [8 U.S.C. 1253] (as in effect immediately before the effective date of section 307 of division C of Public Law 104–208) or section 241(b)(3) of such Act [8 U.S.C. 1231(b)(3)] (as amended by section 305(a) of division C of Public Law 104–208),
6. An alien who is granted conditional entry pursuant to section 203(a)(7) of such Act [8 U.S.C. 1153(a)(7)] as in effect prior to April 1, 1980,
7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980), or an individual who lawfully resides in the United States in accordance with a Compact of Free Association referred to in section 1612(b)(2)(G) of this title.

(L) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.

(M) "**Subrecipien**t" means the **City of Greenacres,** a Subrecipient as defined in 2 CFR Parts 184 and 200.

(N) "**Unduplicated Individuals**" means an individual who is counted only once during a specific time frame, regardless of how many times that individual received a service during said time frame.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The activities to be undertaken by the Subrecipient shall commence on **October 1, 2026** and be completed by **December 31, 2027** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit "A".**

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

Capital Improvements
The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(1)(i).

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for funded activities as provided in Exhibit "A". The total amount to be paid by the County hereunder shall not exceed the maximum and total authorized sum of **$205,398**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, HED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

Reimbursements: All reimbursement requests received from the Subrecipient pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved reimbursement requests will then be sent by County's representative to the County Finance Department for payment. Reimbursements will normally be paid within forty-five (45) days following the County representative's approval.

Vendor Self Service (VSS) Registration: In order to do business with the County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Subrecipient intends to use sub-consultants/subcontractors, Subrecipient shall ensure that all sub-consultants/subcontractors are registered as consultants/contractors in VSS. All subconsultant/sub-contractor agreements must include a contractual provision requiring that the sub-consultant/sub-contractor register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants/sub-contractors are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the HED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **ASSURANCE STATEMENT**

The Subrecipient, shall administer its grants in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. PRWORA states that non-citizens who are not Qualified Aliens are not eligible to receive any Federal Public Benefit, unless such service is specifically exempt per PRWORA.

(F) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(G) **ADDITIONAL HED, COUNTY, AND HUD REQUIREMENTS**

HED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by HED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be 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 the Agreement. As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient 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 Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient 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.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this 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. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low- and Moderate- Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The project funded under this Agreement must comply with CDBG Criteria for national objectives as outlined in 24 CFR 570.208. **Upon request from HED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement.

As often as HED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where HED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the

Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of $25,000 must either be used to meet one of the national objectives in Federal

Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, HED, or the Palm Beach County Inspector General's office, as indicated herein.

Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient. **This subsection shall survive termination or expiration of this Agreement.**

15. INSURANCE BY SUBRECIPIENT

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County

Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements as may be amended. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
(B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(C) Executive Order11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(E) Florida Statutes, Chapter 112;
(F) Palm Beach County Purchasing Code;
(G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(H) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/
(I) Palm Beach County Five (5) Year Consolidated Plan prepared by HED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies. In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, modify or amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Modifications to performance timelines, except for the Expiration Date, may be approved by the HED Director or his designee by written notice. All other modifications to the Agreement, including the Expiration Date, shall be accomplished by amendment to the Agreement.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Timothy J. Carey, Assistant County Attorney II
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Carlos Cedeno, Director of Public Works
City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies With Activities in The Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, this Agreement may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient 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 thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, 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, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, 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, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

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 Subrecipient 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 Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient 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 Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements.

If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient 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 Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. 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. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient 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 Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant 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. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant 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 Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. **Failure to comply with this subsection shall constitute a material breach of this Agreement.**

40. CDBG SPECIFIC REQUIREMENTS

A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

B. Evaluation and Monitoring: The Subrecipient agrees that HED will carry out periodic monitoring and evaluation of activities as determined necessary by HED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be monitored by HED. **Substandard performance, as determined by HED, will constitute noncompliance with this Agreement**.

The Subrecipient agrees to furnish upon request to HED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by HED to enable HED to evaluate progress. The Subrecipient shall provide information as requested by HED to enable HED to complete reports required by the County or HUD. The Subrecipient shall allow HED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by HED or HUD.

Upon request, HED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to HED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

E. Citizen Participation: The Subrecipient shall cooperate with HED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HED.

F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from HED.

41. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit “A”, the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit “B”, the terms of Exhibit “B” shall govern.

42. ENTIRETY OF AGREEMENT

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this 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

WITNESS our Hands and Seals on this _____ day of _____, 20___.

WITNESS:

_____
Signature

_____
Name (type or print)

_____
Signature

_____
Name (type or print)

SUBRECIPIENT:

CITY OF GREENACRES

By: _____
Andrea McCue, City Manager

(Corporate Seal)

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

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

By: _____
Jonathan B. Brown,
Deputy County Administrator

Approved as to Form and
Legal Sufficiency

By: _____
Timothy J. Carey,
Assistant County Attorney II

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

By:_____
Carlos R. Serrano,
Deputy Director

EXHIBIT "A"

CAPITAL IMPROVEMENT PROJECT
SCOPE OF WORK

A. PROJECT SCOPE: The scope of work for the **Original Section Sewer Improvements Phase V**, shall include, but not be limited to the installation of the gravity sewer main lines to service homes and businesses located along Jennings Avenue, from 10th Avenue N and south to Biscayne Drive, to continue sewer expansion of the entire Original Section neighborhood (Project). Improvements typical of sewer system improvement type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above Project. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- The area in which the Improvements shall be constructed is the area bound on **the north by 10th Avenue North, to the south by Lake Worth Road, to the east by Haverhill Road, and the west by the Lake Worth Drainage District E-3 Canal system (LWDD E-3 Canal).**

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting Low- and Moderate- Income persons as an "Area-Benefit Activity" or Low/Moderate Income Area ("LMA"), per 24 CFR 570.208(a)(1)(i), for a period of not less than five (5) years after project completion.

The project is located in a HUD-designated Low/Moderate Income Area (LMA) service area and is within a Palm Beach County CDBG Target Area. The Project therefore meets the CDBG national objective of benefiting low- and moderate-income persons on an Area Benefit basis, as defined in 24 CFR 570.208(a)(1)(i). The County shall maintain documentation supporting the service area determination and the LMI percentage, consistent with HUD guidance on Area Benefit activities.

The Subrecipient shall ensure that the Project continues to serve the identified service area/intended beneficiaries throughout the required five (5) year period and shall notify the County in writing of any changes to project scope, service area, or use that may affect the national objective determination, during the five (5) year period after the completion or termination of this Agreement.

All documentation supporting the Area Benefit qualification shall be retained by Subrecipient for HUD monitoring and audit purposes in accordance with 2 CFR 200.334 and applicable HUD retention requirements.

C. PROFESSIONAL SERVICES: The Subrecipient, using its own resources, may retain a Florida

professional consultant to provide design services to create plans and specifications for the construction of the Project. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above consultant services shall be paid for by the Subrecipient. **Note**: Eligible expenses for reimbursement under this Agreement, shall be for materials and/or construction costs **only** associated with the Project, unless otherwise indicated in writing.

D. PROCUREMENT AND CONSTRUCTION

The procurement process and contract award for all goods and services shall be in compliance with the Subrecipient's Procurement Code and 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event specifications for goods, services and or construction activities are required, the following shall apply:

NOTE: All construction work shall be included under one (1) contract. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for a competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

(a) The Subrecipient's advertisement for bid shall contain language noting: (1) the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, (2) Davis-Bacon and Related Acts and wage rates apply, (3) the advertisement shall include the need for participation by Section 3 businesses, the requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).

(b) Prior to issue of the advertisement for bid, HED may request that the Subrecipient submits to HED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

(c) Following the bid process, the Subrecipient shall submit a copy of the final bid package to HED including any addendums, documentation regarding all protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.

(d) Prior to the Subrecipient's first reimbursement, HED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.

(2) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that specified brand name(s) are used for descriptive purposes only,
(b) State that "approved equal" equipment or materials may be accepted, and
(c) Identify the minimum requirements to establish equality.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided, so that the extent of work awarded will result in a functioning facility in the opinion of HED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract, unless otherwise approved by HED.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform HED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that HED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

E. SUBRECIPIENT SUBMISSION FOR REIMBURSEMENT

(1) **Total Reimbursement**: The County agrees to disburse a total of **$205,398** in Grant Funds, on a reimbursement basis to the Subrecipient for all budgeted costs outlined per the Project Budget (Schedule "III") and permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, **before the Effective Date of this Agreement, nor shall Subrecipient request reimbursement for payments made after the Expiration Date of this Agreement,** and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder.

(2) **Reimbursement Requests**: The Subrecipient shall request reimbursements of funds from the County by submitting to HED proper documentation of expenditures for activities rendered toward the completion of the Scope of Work consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by HED. Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document (Reference "R#") number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the authorized person making the request. Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HED.

(3) **Proof of Payment**: Proof of payment for all eligible invoices shall be included with reimbursement requests sent to HED CIREIS Division for initial intake and approval, then submitted to the Palm Beach County Finance Department for payment and will be paid within **forty-five (45) days following the County representative's approval**.

(4) **Final Reimbursement**: The Subrecipient shall submit documentation for 100% of CDBG funds no later than the **"Final Reimbursement"** date as specified herein, provided that HED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that HED approves such payment.

F. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be as follows:

(1) Award Construction Contract by or before:	**April 30, 2027**
(2) Request 50% of CDBG funds from County by:	**July 15, 2027**
(3) Complete CDBG funded Items/Construction by:	**November 30, 2027**
(4) Request 100% CDBG funds ("Final Reimbursement") by:	**December 31, 2027**
(5) CDBG Capital Improvement Agreement Expiration Date:	**December 31, 2027**

(6) If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised or amended.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

G. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

H. DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Davis-Bacon Act and Related Act requires that contractors and subcontractors must pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

(1) Compliance with applicable DBRA Wage Decisions(s).
(2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
(3) Contractor and sub-contractor debarment affidavits.
(4) Obtaining contractor and subcontractor certified payrolls.
(5) Review of certified payrolls and documentation related thereto.
(6) Compliance actions for payroll related issues.
(7) Employee/worker interviews and follow-up review of certified payrolls.
(8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from HED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to HED. **HED must approve release of retainage/final payment to Contractor**.

The Subrecipient shall provide to HED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

HED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Responsibilities', of this Agreement.

I. BUILD AMERICA BUY AMERICA ACT (BABA)

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABA), 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act, as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

(1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

(2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide all documentation related to the BABA, as provided by HED**.

J. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the department of Housing & Economic Development utilizes a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, seven (7) days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

(1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
(2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by HED, along with Federal Requirements and Wage Decision(s).
(3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
(4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

(1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
(2) The service will meet Subrecipient's requirements or expectations.
(3) Any stored data will be accurate or reliable.
(4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations. Errors or defects will be corrected.
(5) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

K. INSURANCE BY SUBRECIPIENT

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

If Subrecipient is not self-insured, Subrecipient shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured.

Upon execution of the Agreement, the Subrecipient shall provide to HED, evidence of the following minimum insurance coverages:

(1) **Commercial General Liability**: Subrecipient shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury each occurrence.

(2) **Workers' Compensation Insurance & Employer's Liability**: This coverage shall be maintained by Subrecipient, in compliance with Chapter 440, Florida Statutes, as may be amended.

(3) **Professional Liability/Errors and Omissions**: Subrecipient shall maintain Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

(4) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

(5) **Certificates of Insurance**: Upon execution of this Agreement, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

(6) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of construction contract, the Subrecipient's Contractor shall provide to HED, evidence of the following minimum insurance coverage:

(1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury each occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor includes a Waiver of Subrogation against County.

(a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include, **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.

(2) **Business Automobile Liability**: Insurance with minimum limits of **$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.

(3) **Workers' Compensation Insurance & Employer's Liability**: This coverage shall be maintained in compliance with Chapter 440, Florida Statutes, as may be amended.

(4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars ($1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

(5) **Builders Risk**: (Required if Ground-up Construction) With respect to any of the work involving the construction of real property (buildings and other improvements) during the construction project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit.

Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed $50,000, except for the peril of flood which will not exceed $500,000, nor shall a wind percentage deductible, when applicable, exceed five percent 5% of values at risk at time of loss subject to a $250,000 minimum.

Partial occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be begin prior to the notice to proceed and shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Subrecipient, Contractor and County mutually consent to the termination, whichever occurs first.

The Subrecipient and Contractor agree and understand the County shall not provide any Builders Risk insurance on behalf of Subrecipient, nor Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Subrecipient or Contractor. County shall be responsible for payment of any applicable deductible amounts, except to the extent the underlying loss or damage results from the fault, negligence or misconduct of Subrecipient or any of its contractors, vendors, officers, employee or agents whether or not covered by insurance, in which case Subrecipient shall be responsible for payment of the deductible amounts.

Should any of the work hereunder involve the hauling and/or rigging of property in excess of $500,000 or $250,000 in transit, Subrecipient's Contractor shall procure and maintain all-risk transit or motor truck cargo insurance or a similar form of coverage insuring against physical damage or loss of property being transported, stored, moved, or handled by Contractor, or any subcontractors, pursuant to the terms of this Agreement, subject to the limits, terms and conditions set forth herein.

In the event that Contractor shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Subrecipient's Contractor under this Agreement, if any, County shall have the right of injunction, or County may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Subrecipient and Contractor shall and does nevertheless indemnify, defend, protect and hold County harmless from any loss or damage incurred or suffered by County from Subrecipient or Contractor's failure to maintain such insurance, subject to Contractor's limitation on liability as set forth herein.

In the event of loss or damage, Subrecipient's Contractor shall look solely to any insurance in its favor without making any claim against the County, and Subrecipient shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and Developer, for itself and its insurers, waives all such insured claims against the County.

In the event Subrecipient relies on Contractors for any services or activities related to this Agreement prior to Conveyance, the Contractors will agree to indemnity the County, will maintain same insurance requirements with the exception of Builder's Risk insurance.

Contractor will agree to the Waiver of Subrogation and will name Palm Beach County as an additional insured as required. Certificates of Insurance will be provided to County representative, prior to commencement of work.

(6) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

(7) **Certificates of Insurance**: Upon execution of the construction contract, renewal, within forty-eight (48) hours of a request by Subrecipient or County, and upon expiration of any of the required coverage throughout the term of Contract, the Prime Contractor shall deliver to the Subrecipient and/or County or County's designated representative, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

(8) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

M. BONDING REQUIREMENTS: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908, defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida.

The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

N. **CONSTRUCTION PAYMENT RETAINAGE**: Throughout the term of this Agreement, the Subrecipient shall withhold five percent (5%) retainage upon each progress draw, as the maximum percentage allowed by a public entity under Florida Statues § 255.078, for public construction contracts. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to HED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment. **Subrecipient shall provide documentation to HED and receive approval for satisfaction of project requirements, prior to the Subrecipient releasing retainage/final payment to the Contractor.**

O. **REPORTS**: Upon request, the Subrecipient shall submit to HED a **Project Report** in the form provided as Schedule "I" to this Agreement, and/or any other forms as may be determined to be required by HED.

P. **USE OF THE PROJECT FACILITY/PROPERTY**: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

(a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

(b) The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

(4) Upon HED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by HED.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

Q. **HUD SECTION 3 REQUIREMENTS**: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable to Section 3 Covered Projects as defined by HUD, in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, (excluding licensed professional services contracts) entered into after November 30, 2020.

(1) **Section 3 Reporting Requirements**: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (J): Required Use of the Labor Compliance Reporting System (LCRS).

(i) **Additional Section 3 reporting requirements**: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

(2) **Section 3 Clause**: The Subrecipient shall include the following, referred to as the "**Section 3 Clause",** in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly those who are recipients of HUD assistance for housing.

Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, demolition or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

(ii) The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.

(iii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iv) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

R. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until HED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to HED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform HED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to HED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

S. COUNTY RESPONSIBILITIES

(1) Provide funding for the above-specified improvements as described in the "Project Scope" (Exhibit "A"), during the term of this Agreement, in the amount of **$205,398**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.

(2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.

(3) Provide technical assistance to the Subrecipient when requested, or as determined by HED.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A' – Scope of Work, Section A. above:

(a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.

(b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

SCHEDULE "I"

PROJECT REPORT

Reporting Period:	Month		Year	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)		
	$0.00	
50% benchmark	$0.00	
100% benchmark	$0.00	*Total DHED Funding Amount*

B. Reimbursement/Disbursement/Payment/Draw Requests

1. Enter information in the BLUE cells only.
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.
3. In Column D, enter the actual amount that was requested.

A	B	C	D	E	F
Reporting Period	**Cumulative Requirement per Agreement**	**Amount Requested per month (Projected)**	**Amount Requested per month (Actual)**	**Cumulative Reimb Request (Actual)**	**Funding Balance Remaining**
Oct-26				0.00	0.00
Nov-26				0.00	0.00
Dec-26				0.00	0.00
Jan-27				0.00	0.00
Feb-27				0.00	0.00
Mar-27				0.00	0.00
Apr-27				0.00	0.00
May-27				0.00	0.00
Jun-27				0.00	0.00
Jul-27				0.00	0.00
Aug-27				0.00	0.00
Sep-27				0.00	0.00
Oct-27				0.00	0.00
Nov-27				0.00	0.00
Dec-27				0.00	0.00

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:				
Enter all funding sources for the project including non-DHED funds.				
Funding Source	**$ Budgeted**	**$ Expended**	**Percentage Expended**	**Requested for Reimbursement**
DHED Funds (Specify Program)	$0.00	$0.00		$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	**$0.00**	**$0.00**		

D. Describe any changes in funding amounts or sources of funds.

E. Performance Requirements				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Benchmark	**Required Date**	**Projected Date**	**Actual Date**	**Benchmark Met Y/N**
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				
Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.

G. Report prepared by:		
Name:		
Phone:		**Signature:**
Date:		

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

SCHEDULE "II"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM: Asbestos Containing Building Materials
AHERA: Asbestos Hazard Emergency Response Act
EPA: Environmental Protection Agency
FLAC: Florida Licensed Asbestos Consultant
FRSA: Florida Roofing Sheet Metal and Air Conditioning Contractors Association
HED: Palm Beach County Department of Housing and Economic Development
NESHAP: National Emission Standards for Hazardous Air Pollutants
NRCA: National Roofing Contractors Association
NVLAP: National Voluntary Laboratory Accreditation Program
OSHA: Occupational Safety and Health Administration
PBCAC: Palm Beach County Asbestos Coordinator (in Risk Management)
PLM: Polarized Light Microscopy
RACM: Regulated Asbestos Containing Materials
RFCI: Resilient Floor Covering Institute
TEM: Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

A. For Renovation Projects (projects which will be reoccupied):

(a) Point counting must be conducted for all regulated asbestos containing materials (RACM)indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
1. Assume the material is greater than 1% and treat it as RACM, or
2. Require verification by point counting.

(b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)

(c) Joint compound shall be analyzed as a separate layer.

(d) Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

B. For Demolition Projects:

(a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
1. Assume the material is greater than 1% and treat it as RACM, or
2. Require verification by point counting

(b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)

(c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.

(d) Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to HED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by HED. A copy of the completed survey will be forwarded to the Subrecipient and PBCAC.

III. ASBESTOS ABATEMENT

A. <u>RENOVATION</u>

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by HED <u>prior</u> to the removal, (such as asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED. HED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Subrecipient or by HED upon request.

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the HED and the PBCAC:

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC

(d) If the Subrecipient requests HED to contract the asbestos abatement, HED will initiate the request through the PBCAC who will contract the asbestos abatement. HED will provide a copy of all contractor and consultant documents to the Subrecipient.

(e) Materials containing less than <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to HED and PBCAC prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to any demolition activities. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles ("transite"), etc.

NESHAP Category I non-friable materials, such as intact resilient floor tile and mastic and intact roofing materials, may be demolished with the structure, by implementing the proper engineering controls and using a demolition contractor. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by HED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by HED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED and the PBCAC. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

(a) Asbestos Abatement work may be contracted by the Subrecipient or by HED upon request.

(b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/HED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Subrecipient requests HED to contract the asbestos abatement, HED will initiate the request through the PBCAC who will contract the asbestos abatement. HED will provide a copy of all contractor and consultant documents to the Subrecipient.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to HED. HED will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.

2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact."

3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspected asbestos materials that were not previously sampled and/or identified in the survey report, stop all renovation/demolition work that will have the potential to disturb the suspect materials and immediately notify HED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.
For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.
The Subrecipient shall provide a copy of the asbestos report to the renovation Contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP notification form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any projects scheduled to be demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP notification form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to HED. HED shall provide a copy to the PBCAC. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street, Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is ***not*** all inclusive:

(a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

SCHEDULE "III"
PROJECT BUDGET

ORGANIZATION: City of Greenacres						**CONTACT NAME: Carlos Cedeño**		
PROGRAM: CAPITAL IMPROVEMENTS - Original Section Sewer PH 5						**TITLE: Director of Public Works**		
FY 2026-2027 PALM BEACH COUNTY CDBG						**PHONE: 561-642-2074**		
A. CAPITAL IMPROVEMENTS								
No.	**Deliverables**	**Quantity**	**Cost**	**City of Greenacres Funding**	% Alloc to Program	**PB County CDBG Funding**	% Alloc to Program	**TOTAL**
1	Mobilization	1	$ 57,399.27	$0.00	0%	$57,399.27	100%	$57,399.27
2	Maintenance of Traffic	1	$ 28,699.63	$0.00	0%	$28,699.63	100%	$28,699.63
3	Demolition of Pavement	6272	$ 98,784.00	$0.00	0%	$98,784.00	100%	$98,784.00
4	Furnish and Install 12" Stabilized Subgrade LBR 40	6272	$ 131,712.00	$131,712.00	100%	$0.00		$131,712.00
5	Furnish and Install 8" Limerock Base LBR 100	6272	$ 197,568.00	$197,568.00	100%	$0.00	0%	$197,568.00
6	Furnish and Install 2" Type SP-9.5 Alphaltic Concrete Surface (2 -1" Lifts)	6272	$ 263,424.00	$263,424.00	100%	$0.00	0%	$263,424.00
7	Furnish and Install Curb Ramp Per FDOT Index 304 (Including Detectable Surface Warning)	4	$ 2,940.00	$0.00	0%	$2,940.00	100%	$2,940.00
8	Furnish and Install Concrete Sidewalk (4")	200	$ 12,600.00	$0.00	0%	$12,600.00	100%	$12,600.00
9	Furnish and Install Concrete Sidewalk (6" Thick 3,000 PSI) Includes Compacted Subgrade	500	$ 36,750.00	$36,750.00	100%	$0.00	0%	$36,750.00
10	Furnish and Install Maintenance Access Structure (Manhole 6'-8')	4	$ 42,000.00	$42,000.00	100%	$0.00	0%	$42,000.00
11	Furnish and Install Maintenance Access Structure (Manhole 8'-10')	2	$ 42,000.00	$42,000.00	100%	$0.00	0%	$42,000.00
12	Furnish and Install Maintenance Access Structure (Manhole 10'-12')	0	$ -	$0.00	0%	$0.00	0%	$0.00
13	Furnish and Install 8" SDR 26 Gravity Sewer (6'-8')	1092	$ 286,650.00	$286,650.00	100%	$0.00	0%	$286,650.00
14	Furnish and Install 8" SDR 26 Gravity Sewer (8'-10')	655	$ 206,325.00	$206,325.00	100%	$0.00	0%	$206,325.00
15	Bahia Sod Restoration	600	$ 5,040.00	$65.00	1%	$4,975.00	99%	$5,040.00
16	Stakeout and Asbuilts	1	$ 15,750.00	$15,750.00	0%	$0.00	100%	$15,750.00
17	Testing	1	$ 9,450.00	$9,450.00	25%	$0.00	75%	$9,450.00
18	Dewatering and Dewatering Permitting	1	$ 31,500.00	$31,500.00	100%	$0.00	0%	$31,500.00
19	Conflict Allowance	1	$ 52,500.00	$52,500.00	100%	$0.00	0%	$52,500.00
20	8" DIP Water Main (If Required) For Deflection Below Proposed Sewer Sevices	600	$ 94,500.00	$94,500.00	100%	$0.00	0%	$94,500.00
21	6" PVC Sewer Sevices and Clean Outs	1	$ 42,000.00	$42,000.00	100%	$0.00	0%	$42,000.00
22	8" Water Main Line Stops (If Required)	4	$ 63,000.00	$63,000.00	100%	$0.00	0%	$63,000.00
	Total Construction Cost Estimate		**$ 1,720,591.90**	$1,515,194	**88%**	$205,398	**12%**	$1,720,591.90
	TOTAL PROJECT BUDGET			**$1,515,194**		**$205,398**		**$1,720,591.90**

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II

Subrecipient shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced, as applicable.

1. Equal Opportunity Requirements.

Contractor/subcontractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), which requires all federally assisted construction contracts, to include the Equal Opportunity Clause, implementing regulations 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." which is incorporated herein by reference.

During the performance of this Agreement, the contractor/subcontractor agrees as follows:

(a) The contractor/subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor/subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor/subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor/subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor/subcontractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor/subcontractor's legal duty to furnish information.

(d) The contractor/subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer ,advising the said labor union or workers' representatives of the contractor/subcontractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/subcontractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor/subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor/subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor/subcontractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor/subcontractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor/subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor/subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contracts in Excess of the Simplified Acquisition Threshold.**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractor/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractor/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the County or Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor/subcontractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the County.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708

Contractor/subcontractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 5 . Under 40 U.S.C. 3702 of the Act, each contractor/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor/subcontractors, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor/subcontractors, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor/subcontractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act, as amended (for contracts exceeding $150,000).

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q.

(2) The contractor/subcontractor agrees to report each violation to County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 as amended.

(2) The contractor/subcontractor agrees to report each violation to the County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

6. Debarment and Suspension (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor/subcontractor is required to verify that none of the contractor/subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The contractor/subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor/subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor/subcontractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

7. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors/subcontractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's/subcontractors sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor/subcontractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor/subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractor/subcontractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor/subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor/subcontractor is notified of such by a subcontractor at any tier or by any other source, the contractor/subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor/subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor/subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor/subcontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

10. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subcontractors and subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "**Manufactured products**" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

11. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor/subcontractor is aware of these reporting requirements, as the County may require the contractor/subcontractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor/subcontractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(c) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes,

but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor/subcontractor shall comply with any and all reporting requirements.

12. **Records Requirements**.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor/subcontractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor/subcontractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor/subcontractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor/subcontractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor/subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. **Compliance with Federal Laws.** This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor/subcontractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

14. **False Statements.** The Contractor/subcontractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

15. **No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor/subcontractor, the County or any third party resulting from the performance of this Agreement.

16. **Increasing Seat Belt Use in the United States.** County encourages the Contractor/subcontractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

17. **Reducing Text Messaging While Driving.** County encourages the Contractor/subcontractor to adopt and enforce a policy that bans text messaging while driving.

18. **Title VI of the Civil Rights Act of 1964.** The Contractor/subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

    Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

19. **Affirmative Socioeconomic Steps**. If subcontracts are to be let, the Contractor/subcontractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

20. **Reimbursement**: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **City of Greenacres**

ADDRESS: **5800 Melaleuca Lane, Greenacres, FL 33463**.

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

_____ _____
Andrea McCue, City Manager Date

SCHEDULE "II"
(TO EXHIBIT"B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, **City of Greenacres** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ _____
Andrea McCue, City Manager Date

PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)
RE: FY 2026-2027 CDBG Capital Improvement Agreement (Date issued: 7/8/26)

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1. **PRINT, SIGN AND RETURN**: **All documents MUST be Single-sided**
   - ☐ **ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" x 11" ONLY**
   - ☐ **THREE (3) SIGNATURE PAGES**
   - ☐ **THREE (3) OF EACH CERTIFICATION** (Lobbying Affidavit, Debarment Affidavit)

   NOTE: Sign all documents with blue ink or digital signatures with date & time stamp

2. **SEAL:** INCLUDE **SEAL** ON ALL THREE (3) ORIGINAL SIGNATURE PAGES.

3. **CERTIFICATE OF INSURANCE**: SEE INSURANCE REQUIREMENTS FOR MUNICIPALITY AND CONTRACTOR. PROVIDE CERTIFICATE(S) AS NEEDED:

   ☐ **INSURANCE COVERAGES** must meet the insurance requirements, as outlined in the Agreement and/or required by PBC Risk Management.

   ☐ **SHOW CERTIFICATE HOLDER AS**: **"Palm Beach County Board of County Commissioners",** C/O Department of Housing & Economic Development, 100 Australian Ave, Ste 500, West Palm Beach, FL 33406

4. **SIGNATORY LETTER**: LETTER CERTIFYING THE **INDIVIDUAL(S) AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF YOUR ORGANIZATION**, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION.

   ☐ **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED SINGLE-SIDED: (E.G., BOARD RESOLUTION, MEETING MINUTES, BY LAW, ETC.)

5. **RETURN BY 8/24/2026 TO:** **(DONOT STAPLE DOCUMENTS)**

   ATTN: TESSA WATTLEY
   DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
   100 AUSTRALIAN AVENUE, 5TH FLOOR
   WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

Item Summary

Meeting Date: July 20, 2026

From: Andrea McCue, City Manager

Subject: **Resolution 2026-36:** Approving a Facility License Agreement; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Andrea McCue, City Manager and Erica Henn, VP of Education and Katelyn Bates, VP of Operations at Junior Achievement of the Palm Beaches & Treasure Coast.

Background

Junior Achievement of the Palm Beaches and Treasure Coast's BizTown program provides a mobile immersive, on-site simulation experience for elementary school students to engage in hands-on learning of various real-world businesses and industries in a safe, structured environment.

Analysis

Junior Achievement approached the City about any space that we may have available, and the timing allowed for them to be able to utilize the former Youth Center facility. The program will run from October 1, 2026, through February 26, 2027, from 7:00am to 4:00pm.

Financial Information

There is no cost to the City.

Legal

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

Staff Recommendation

Staff recommends approval of Resolution 2026-36 and authorizing appropriate staff to execute all closing documents.

Attachments:

1. JA BizTown Greenacres Council Meeting (1)
2. Resolution 2026-36 JABiztown Facility License Agreement
3. JAPBTC City of Greenacres - Youth Center Agreement - Notarized

Junior Achievement™

EDUCATION FOR WHAT'S NEXT™



Junior Achievement of the Palm Beaches & Treasure Coast

Junior Achievement BizTown®

FY27 PILOT OVERVIEW



- Experiential learning simulation for **5th-grade students**
- **12 standards-based 30-min. lessons, with a 3-hour simulation experience**
- Students interact with **volunteers** during the JA BizTown simulation
  - Each student applies for and is given a job
  - CEO, CFO, industry-specific roles, as well as JA BizTown Mayor
- *JA BizTown* helps students understand:
  - **Community and Economy**
  - **Financial Literacy**
  - **Work and Career Awareness**
  - **Business Management**

Junior Achievement BizTown®

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

JA BizTown Timeline

- **April 24th**: Deadline for schools to apply
- **May 31st:** Notify pilot schools
- **July 30th**: Plan for lesson implementation
- **August/September**: 1-hour virtual PD
- **September-January**: Lessons implemented by school staff
- **January:** Students attend *JA BizTown* Mobile Simulation
- **Lead Teacher** - communication, coordinate field trip, lunch, etc.







Investing in the Future: The Benefits of *JA BizTown* in Greenacres

- **In-Kind Contribution Recognition –** Greenacres will be recognized for providing the facility and supporting education in the community.
- **Social Media Recognition –** Greenacres will be featured on JA's social media channels, increasing visibility.
- **Newsletter Feature –** The partnership will be highlighted in JA newsletters sent to educators, families, and supporters.
- **Annual Report Recognition –** Greenacres will be acknowledged in JA's annual report shared with community leaders.
- **Ribbon-Cutting Event –** City leaders will be recognized at a public ribbon-cutting ceremony celebrating the program launch**.**
- **Brand Presence in *JA BizTown* –** Greenacres can be represented within the *JA BizTown* experience, reaching over 1,600 students and visitors.
- **Investment in Local Youth –** Students gain hands-on learning opportunities right in their own community.
- **Financial Literacy & Career Readiness –** Students learn real-world money management, workplace, and career skills**.**
- **Community Partnership Recognition –** Greenacres will be recognized as partner of this innovative educational program.

SAVE THE DATE

Junior Achievement

BizTown

Ribbon Cutting!

Celebrating an investment in our youth, our community, and our future.



WHAT IS BIZTOWN?

JA BizTown is a signature capstone program that gives fifth-grade students a hands-on opportunity to learn what it takes to run a city.

- Students first participate in a classroom-based curriculum.
- Then, they visit a fully immersive simulation of a working city.
- Each student takes on a job, earns a paycheck, and manages personal finances.
- Students interact with local businesses and community leaders within the "city."

WEDNESDAY
JANUARY 6, 2027

9:30 – 11:30 A.M.

GREENACRES YOUTH CENTER
501 Martin Ave
Greenacres, FL 33463



Junior Achievement of the Palm Beaches & Treasure Coast

PREPARING STUDENTS FOR WHAT'S NEXT.

Junior Achievement of the Palm Beaches & Treasure Coast

Thank you for your support in helping students understand *What's Next!*

RESOLUTION NO. 2026-36

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A FACILITY LICENSE AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Junior Achievement of the Palm Beaches and Treasure Coast's "JA BizTown" (User) provides a mobile immersive, on-site simulation experience for elementary school students to engage in hands-on learning of various real-world business and industries in a safe and structured environment; and

WHEREAS, the User desires to utilize the City's former Youth Center for its JA BizTown experience; and

WHEREAS, the City desires for the User to provide its JABizTown experience to elementary school students at the City's former Youth Center; and

WHEREAS, the Agreement sets forth the obligations of the City and the User with respect to the User's JA BizTown experience to be provided at the City's former Youth Center; and

WHEREAS, the City finds that entering into this Agreement with the User serves a valid public purpose.

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

SECTION 1. In consideration of the promises and mutual covenants contained in the Agreement, it is hereby agreed that the City grants to the User a license to use the facility described in the Agreement pursuant to the terms and conditions of the Agreement.

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

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

RESOLVED AND ADOPTED this 20th day of July 2026

Chuck Shaw, *Mayor*

Voted:

John Tharp, *Deputy Mayor, District I*

Attest:

Quintella Moorer, *City Clerk*

Voted:

Peter Noble, *Council Member, District II*

Voted:

Judith Dugo, *Council Member, District III*

Voted:

Susy Diaz, *Council Member, District IV*

Voted:

Elisa Leheny, *Council Member, District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, *City Attorney*

CITY OF GREENACRES
FACILITY LICENSE AGREEMENT

THIS FACILITY LICENSE AGREEMENT ("**Agreement**") is made as of the 9th day of _June_, 2026, by and between the **City of Greenacres**, Florida, a municipal corporation and political subdivision of the State of Florida with a principal address of 5800 Melaleuca Lane, Greenacres, FL 33463 ("**City**"), and the **Junior Achievement of the Palm Beaches & Treasure Coast, Inc.**, a Florida Not for Profit Corporation with a principal address of 700 S. Rosemary Avenue, Suite 204, West Palm Beach, FL 33401 ("**User**").

WHEREAS, the User provides a mobile immersive, on-site simulation experience for elementary school students to engage in hands-on learning of various real-world businesses and industries in a safe, structured environment ("**JA BizTown**"); and

WHEREAS, the User desires to utilize the City's Youth Center for its JA BizTown experience; and

WHEREAS, the City desires for the User to provide its JA BizTown experience to elementary school students at the City's Youth Center; and

WHEREAS, this Agreement sets forth the obligations of the City and the User with respect to the User's JA BizTown experience to be provided at the City's Youth Center; and

WHEREAS, the City finds entering this Agreement with the User serves a valid public purposes.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed that the City hereby grants to the User a license to use the City facility described below pursuant to the terms and conditions of this Agreement.

SECTION 1 – TERM; TERMINATION. Subject to the revocation/termination provisions set forth herein, the User shall be entitled to use the City's Youth Center located at 501 Martin Avenue, Greenarces, Florida, specifically the entire building, including offices, restrooms, and kitchen area ("**Site**"), starting October 1, 2026 through February 26, 2027, from 7:00 a.m. to 4:00 p.m., for its JA BizTown experience ("Term"). This Agreement may be terminated by either party for convenience **upon thirty (30) days** prior written notice; however, the City may terminate immediately with written notice to the User if due to an emergency or other safety consideration as determined in the sole discretion of the City. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. **This Agreement shall not become effective until approved by the City's City Council at a duly noticed public meeting.**

SECTION 2 – LIMITED USE OF SITE; ACCEPTANCE OF SITE; USER AND CITY MAINTENANCE OF SITE; SUPERVISION AND SECURITY.

A. *Limited Use of Site*. The City grants the User a revocable, non-exclusive license to use the Site during the times, days, and dates set forth for the exclusive purpose of its JA BizTown experience including for the purpose of delivery of materials, set up and installation, ribbon-cutting event, and student-use, and breakdown and removal of materials ("**Use**"). The User shall provide the City a written detailed schedule of activities upon request. The User shall ensure that it, its officers, agents, employees, participants and guests comply with all laws, ordinances, rules, and regulations applicable to the occupation, Use and/or maintenance of the Site, and shall promptly comply and cause the same to comply with all City and other government directives for the correction, prevention and abatement of nuisances in or upon or associated with the use of the Site. No permanent alterations, additions or improvements shall be made to the Site without the City's prior written authorization. The User understands and agrees that it is solely responsible for the safety of all participants, employees, volunteers, officers, and agents of the User while on City property and/or using the Site during the term of this Agreement. The User in its use of the Site is not a contractor, employee, agent, or servant of the

City. All persons engaged in the User's Use of the Site including but not limited to before and after, shall at all times, and in all places, be subject to the User's sole direction, supervision, and control. The User shall exercise control over the means and manner in which it and its employees, contractors, volunteers, agents, participants, guests and invitees perform while at the Site and Use of the Site pursuant to this Agreement.

B. *Acceptance of Site.* The User represents and warrants that it has inspected or caused to be inspected the Site, including all facilities, utilities and improvements, if any, thereon, and that they are all acceptable "as is" and appropriate for the Use. In the event of a material change in the condition of the Site, the User's sole remedy shall be to terminate this Agreement upon written notice to the City. The User shall inspect and document conditions of the Site and notify the City of any damage, deficiencies or dangerous conditions thereon immediately upon becoming aware of the same.

C. *User Maintenance of Site.* The User shall at its expense keep and maintain the Site clean and in good repair during the Term. The User agrees to repair, replace or compensate the City, upon demand, for any excessive cleanup required or for any damage sustained to the Site during the Term, as determed by the City in its reasonable sole discretion. At the expiration or termination of this Agreement, the User shall vacate and return the Site to the City in the same or better condition as received, failing which the City may take any necessary steps to return the Site to the same condition as it was received by the User, at User's sole expense.

D. *City Maintenance of Site.* Except for providing repairs to the building interior and exterior infrastructure at the Site, the City will not be responsible for day-to-day maintenace of the Site (e.g., janitorial services; trash removal; etc.). The City will ensure all areas outside the Site are maintained unless damage or other condition is caused by or repairs are necessary due to the actions, omission, or negligence of the User or its officers, employees, volunteers, participants, spectators, visitors, guests and others present during the User's Use at the Site (collectively, "**Attendees**"). The User shall immediately notify the City of any needed repairs or maintenance or any condition at the Site or outside the Site that may be unsanitary, dangerous, and/or present a hazard to User, Attendees, or others. Within twenty-four (24) hours of any such notification, the City shall inspect the condition and either direct the User to correct the condition or the City will correct the condition. The User shall be responsible for any condition caused by the actions, omission, or negligence of the User and/or Attendees and shall either promptly correct the condition or reimburse the City for any and all costs to the City to correct the condition.

E. *Supervision and Security*. The User shall supervise and regulate its use of the Site in accordance with this Agreement, and User shall, at its sole cost and expense, take any and all actions reasonably necessary to implement safety and security measures to maintain the safety and security of any and all Attendees, including but not limited to, implementing appropriate and adequate supervision mechanisms and any and all other safety and security measures reasonably required to provide a safe, secure environment for Attendees.

F. THIS AGREEEMENT IS NOT INTENDED TO CREATE A LEASE, SUBLEASE, EASEMENT, SERVITUDE, RESTRICTIVE COVENANT, OR LIEN OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF THE USER, BUT MERELY CREATES A LICENSE IN ACCORDANCE WITH THE TERMS HEREOF.

G. ASSUMPTION OF ALL RISKS. USER KNOWINGLY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS, KNOWN AND UNKNOWN, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM ITS USE OF THE SITE. THE USER SPECIFICALLY AGREES THAT IT WILL NOT SEEK REIMBURSEMENT, DAMAGES, OR ANY OTHER KIND OF COMPENSATION FROM THE CITY, NOR MAKE ANY CLAIMS WHATSOEVER AGAINST THE CITY, AND THE CITY SHALL HAVE NO LIABILITY TO THE USER OR ANY PERSON ENTERING THE SITE BY, THROUGH OR UNDER THE USER'S RIGHTS HEREUNDER, FOR ANY LOSS, COST, DAMAGES, BODILY INJURIES OR DEATH. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SITE OR SURROUNDING PREMISES, AND THE USER ACCEPTS THIS AGREEMENT AS A LICENSE TO USE THE SITE IN ITS PRESENT CONDITION "AS IS, WHERE

IS" AND WITH ALL FAULTS. THE USER ACKNOWLEDGES THAT THE CITY SHALL NOT BE OBLIGATED TO MAKE ANY IMPROVEMENTS TO THE SITE OR SURROUNDING PREMISES.

SECTION 3 - CITY'S CONTACT; RIGHT OF ENTRY. Unless otherwise specified by the City, the City's representative for this Site shall be Andrea McCue, (561) 642-2017. The City shall have the right to enter the Site at all times during the Term and shall have free access at all times to areas occupied by the User.

SECTION 4 – FEES; UTILITIES; DEPOSIT.

A. No later than ten (10) days in advance of the Use (or as otherwise agreed to by the City), the User shall pay the City all fees due, plus all applicable late fees and sales and use taxes for use of the Site as set forth below and as otherwise required by law:

1. $_____: User fee to be paid in advance.
2. $_____: Refundable deposit to be paid in advance.
3. _____: If this is checked, the City hereby waives the User fee.
4. XXXXX: If this is checked, the City hereby waives the deposit.

B. The User shall pay the cost of those utilities generated or consumed on or within the Site during the Use, including but not limited to the Site's lighting and solid waste collection as set forth below:

1. $_____: Estimated cost of utilities and solid waste collection to be paid in advance. Any unused portion shall be returned to the User.
2. XXXXX: If this is checked, the City hereby waives the utilities and solid waste collection costs.

SECTION 5 - INDEMNIFICATION AND HOLD HARMLESS.

A. The User shall indemnify, hold harmless, and defend the City, its officers, employees, and agents from and against all claims, causes of actions, liabilities, damages, losses, and costs and expenses (including, but not limited to, reasonable costs, collection expenses, attorneys' fees, and all court, mediation or other dispute resolution costs) which may arise directly or indirectly out of the User's Use, the Site, this Agreement, and/or the JA BizTown experience as used by the User, Attendees, and/or others. The foregoing indemnification, hold harmless, and defense provision **specifically applies to, covers, and includes any and all claims, causes of action, liabilities, damages, losses, and costs and expenses (including, but not limited to, reasonable costs, collection expenses, attorneys' fees, and all court, mediation, or other dispute resolution costs) arising out of or related to the negligence of the City, its officers, employees, and agents.** The User recognizes the broad nature of these indemnification and hold harmless provisions, as well as the requirement of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve the User of its liability and obligation to defend, hold harmless, and indemnify the City as set forth in this section. The User's agreement to indemnify, defend, and hold harmless set forth herein shall also include any claims arising from copyrighted, patented, or unpatented invention, process, software, or other item manufactured or used by the User before, during, or after the Use.

B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the User. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the City to be sued, nor shall this Agreement be construed as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time. The limitations and provisions of Section 768.28, Florida Statutes, are deemed to apply to this Agreement to claims or actions in tort and/or contract.

SECTION 6 - TAXES. The City is exempt from payment of Florida State Sales and Use Tax. The User shall not be exempted from paying any tax that may be applicable to the Use or this Agreement.

SECTION 7 - INSURANCE.

A. Prior to using the Site, the User shall provide certificates evidencing insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the User has obtained insurance of the type, amount, and classification as required by the City and that no material change or cancellation of the insurance shall be effective without THIRTY (30) DAYS prior written notice to the City's representative, or as otherwise agreed to in writing by the City. Failure to comply with the foregoing requirements shall not relieve the User of its liability and obligations under this Agreement.

B. The User's insurance shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of, and shall not contribute to, the insurance provided by the User. The User shall maintain during the term of this Agreement the following coverages unless the City agrees in writing to a different coverage(s):

Workers' Compensation Insurance coverage in accordance with Chapter 440, Florida Statutes.

Employer's Liability Insurance coverage with limits as follows:

a) $500,000 Bodily Injury by Accident for each accident;
b) $500,000 Bodily Injury by Disease, policy limit;
c) $500,000 Bodily Injury by Disease, each employee.

Business Automobile Liability Insurance with limits of at least $1,000,000 per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles.

Commercial General Liability Insurance issued under an occurrence form basis, including contractual liability to cover the indemnification, hold harmless section set forth in the Agreement, with limits of not less than the following:

Each occurrence: $1,000,000.00
Personal/advertising injury: $1,000,000.00
Products/completed operations aggregate: $2,000,000.00
General aggregate: $2,000,000.00

Further, sexual abuse/molestation coverage shall be included.

C. The User agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the User shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the User enter into such a contract on a pre-loss basis.

D. The User agrees that it shall, at its own expense, keep its contents and personal property located at the Site fully insured against loss or damage by fire and/or any other casualty, and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against the City arising out of any fire and/or any other casualty.

E. It shall be the responsibility of the User to ensure that all independent subcontractors comply with the same insurance requirements herein.

F. Except for Workers' Compensation, all insurance to be maintained by the User shall specifically include the "City of Greenacres, its officials, and employees" as an Additional Insured and such additional insured coverage shall be for both premises/operations and completed operations.

SECTION 8 – SUCCESSORS AND ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES. The City and the User each binds itself and its partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of the Agreement. The User shall not assign this Agreement without the written consent of the City which may be withheld in its sole discretion. Nothing in this Agreement shall be construed as giving any rights or benefits or a cause of action hereunder to any third party as the provisions herein are solely for the City and the User.

SECTION 9 - LAW, VENUE AND REMEDIES; WAIVER OF JURY TRIAL; ENFORCEMENT COSTS. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held exclusively in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brough for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the parties agree that each party shall be responsible for their own attorneys' fees. 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. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees, other than the User's obligations under the indemnification paragraph herein.

SECTION 10 – SEVERABILITY; WAIVER; SURVIVABILITY; PREPARATION. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 11 – PALM BEACH COUNTY INSPECTOR GENERAL; PUBLIC ENTITY CRIMES. In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The User should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable. Further, as provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, the User certifies that it and its affiliates who will use the Site have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 12 – FORCE MAJEURE. The City's failure or inability to provide any facility for public use at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, floods, fires, hurricanes, acts of God, power failures, pandemic, or damage or destruction of any facility related thereto, or any other force majeure event, shall not be deemed a breach of this Agreement. The only remedy of the User shall be rescheduling the date of the Use with the City to a mutually agreeable date.

SECTION 13 – COERCION OF LABOR AND SERVICES. The User, by signing this Agreement, as set forth below, attests that the User does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

SECTION 14 – ENTIRE AGREEMENT; COUNTERPARTS. The City and the User agree that this Agreement is the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept electronic signatures (e.g., digital, email, facsimile, etc.) as originals.

SECTION 15 – NOTICE. All notices required to be provided herein shall be addressed to the respective party whose address is set forth above and shall be sent and/or delivered by certified mail (return receipt requested), hand-delivery at the Site with confirmation of delivery by sworn affidavit of providing party, or by a nationally recognized overnight carrier. If sent by certified mail, the written notice shall be deemed received on the third business day after mailing.

SECTION 16 – PUBLIC RECORDS. Public Records: User shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), 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 services.

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 the Contract Documents following completion of the Contract Documents if the User does not transfer the records to the City.

d. Upon completion of the Contract Documents, transfer, at no cost, to the City all public records in possession of User or keep and maintain public records required by the City to perform the service. If User transfers all public records to the City upon completion of the Contract Documents, User shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If User keeps and maintains public records upon completion of the Contract Documents, User 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.

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

IN WITNESS WHEREOF, the City and the User hereto have made and executed this City Facility License Agreement as of the day and year first above written.

CITY OF GREENACRES

ATTEST:

By: _____
Chuck Shaw, Mayor

By: _____
Quintella Moorer, City Clerk

Approved as to legal sufficiency and form:

By: _____
Glen J. Torcivia, City Attorney

USER: **JUNIOR ACHIEVEMENT OF THE PALM BEACHES & TREASURE COAST, INC.,**

By: _____

Print Name: Katie Spitzig

Print Position: President + CEO

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization on this 9th day of June 2026, by Katie Ann Spitzig, as the President + CEO [title] of **Junior Achievement of the Palm Beaches & Treasure Coast, Inc.**, who is personally known to me or who has produced Florida DL as identification, and who is personally known to me or who has produced S132-501-87-728-0 as identification, and who did take an oath under penalty of perjury 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 **Junior Achievement of the Palm Beaches & Treasure Coast, Inc.**, to the same.

Notary Public Signature Joseph Sherman

Notary Seal: Joseph Sherman
Notary Public - State of Florida
My Commission # HH 305712
Expires 08/28/2026

Item Summary

Meeting Date: July 20, 2026

From: Monica Powery, Director

Subject: **Resolution 2026-31:** Authorizing the execution of a Piggyback Agreement between the City of Greenacres and Accenture Infrastructure and Capital Projects, LLC for Fire Assessment Fee Study Services; authorizing utilization of the City of Orange City Contract No. P275-25, pursuant to request for Proposals No. P275-0-2025/MHH; providing for conflicts, severability, and an effective date. - Monica Powery, Director of Purchasing.

Background

The City of Greenacres desires to conduct a Fire Assessment Fee Study to evaluate the development of a special assessment program to fund fire services within the City. The study will assist the City in reviewing fire service delivery costs, available data, legally defensible apportionment methodologies, preliminary assessment rates, and implementation requirements for Fiscal Year 2027-2028.

Accenture Infrastructure and Capital Projects, LLC, formerly known as Government Services Group, Inc., submitted a proposal to provide professional services and specialized assistance for the development and potential implementation of the Fire Services Assessment Program.

Accenture was awarded a Fire Assessment Fee Study contract by the City of Orange City pursuant to Request for Proposals No. P275-0-2025/MHH, Contract No. P275-25.

Analysis

Resolution No. 2026-31 approves the execution of a piggyback agreement with Accenture Infrastructure and Capital Projects, LLC, utilizing the competitively awarded contract between the City of Orange City and Accenture for Fire Assessment Fee Study services. The agreement allows the City to obtain substantially similar professional services at the same Accenture professional services pricing identified in the Orange City contract.

The scope of services is divided into two phases. Phase One begins with the Notice to

Proceed and kick-off meeting/data collection, followed by call data analysis, proforma budget development, property data analysis, development of proforma assessment rates, and preparation and presentation of an Assessment Memorandum. If authorized by the City, Phase Two will include implementation services beginning with assistance with adoption of the fire services assessment ordinance, followed by assistance with the initial assessment resolution, the first-class and TRIM notice process, published notice requirements, final assessment resolution, and certification and transmittal of the final assessment roll in accordance with the Uniform Method.

The agreement is structured to allow the City to proceed with Phase One and make an informed decision regarding whether to proceed with Phase Two. Phase Two will not commence unless authorized by the City.

Financial Information

The total professional services fee for both phases is $52,650.00, consisting of $40,125.00 for Phase One and $12,525.00 for Phase Two. The proposed fee matches the Accenture professional services portion of the Orange City contract.

The professional services fee does not include certain pass-through or additional costs, including first-class notice production and mailing costs, newspaper publication costs, costs to obtain information from the Property Appraiser or other public officials, costs related to exempt home address information, additional postage, additional on-site meetings beyond those included in the proposal, or litigation defense. If the assessment is challenged, Accenture may assist the City on an hourly basis.

Legal

The agreement has been reviewed for compliance with the City’s purchasing policies, state statutes, and all applicable legal requirements, including due process protections and public records obligations.

Staff Recommendation

Staff recommends approval of Resolution No. 2026-31, authorizing the City to enter into a piggyback agreement with Accenture Infrastructure and Capital Projects, LLC for the Fire Assessment Fee Study and related implementation services, subject to the terms of the agreement and the City’s authorization before commencement of Phase Two.

Attachments:

1. Resolution_2026-31_Fire_Assessment_Fee_Study_Piggyback_Agreement_DRAFT
2. Piggyback_Agreement_Greenacres_Accenture_Fire_Assessment_Fee_Study_DRAFT
3. Proposal
4. Orange City Fire Assessment Fee Study Agreement

RESOLUTION NO. 2026-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF A PIGGYBACK AGREEMENT BETWEEN THE CITY OF GREENACRES AND ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC FOR FIRE ASSESSMENT FEE STUDY SERVICES; AUTHORIZING UTILIZATION OF THE CITY OF ORANGE CITY CONTRACT NO. P275-25, PURSUANT TO REQUEST FOR PROPOSALS NO. P275-0-2025/MHH; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres desires to conduct a Fire Assessment Fee Study to evaluate the development of a special assessment program to fund fire services within the City; and

WHEREAS, the study will assist the City in reviewing fire service delivery costs, available data, legally defensible apportionment methodologies, preliminary assessment rates, and implementation requirements for Fiscal Year 2027-2028; and

WHEREAS, Accenture Infrastructure and Capital Projects, LLC, formerly known as Government Services Group, Inc. ("Consultant"), submitted a proposal to provide professional services and specialized assistance for the development and potential implementation of the Fire Services Assessment Program; and

WHEREAS, the City of Orange City awarded Consultant a Fire Assessment Fee Study contract pursuant to Request for Proposals No. P275-0-2025/MHH, Contract No. P275-25, following a competitive solicitation process; and

WHEREAS, the City desires to utilize the competitively awarded City of Orange City contract through a piggyback agreement with Consultant for substantially similar Fire Assessment Fee Study services; and

WHEREAS, the piggyback agreement allows the City to obtain the same Accenture professional services pricing identified in the City of Orange City contract; and

WHEREAS, the scope of services is divided into two phases, with Phase One beginning with the Notice to Proceed and kick-off meeting/data collection, followed by call data analysis, proforma budget development, property data analysis, development of proforma assessment rates, and preparation and presentation of an Assessment Memorandum; and

WHEREAS, Phase Two will include implementation services beginning with assistance with adoption of the fire services assessment ordinance, followed by assistance with the initial assessment resolution, first-class and TRIM notice process, published notice requirements, final assessment resolution, and certification of the assessment roll in accordance with the Uniform Method; and

WHEREAS, the agreement is structured to allow the City to proceed with Phase One and make an informed decision regarding whether to proceed with Phase Two, and Phase Two will not commence unless authorized by the City; and

WHEREAS, the total professional services fee for both phases is $52,650.00, consisting of $40,125.00 for Phase One and $12,525.00 for Phase Two; and

WHEREAS, the professional services fee does not include certain pass-through or additional costs, including first-class notice production and mailing costs, newspaper publication costs, costs to obtain information from the Property Appraiser or other public officials, costs related to exempt home address information, additional postage, additional on-site meetings beyond those included in the proposal, or litigation defense; and

WHEREAS, if the assessment is challenged, Consultant may assist the City on an hourly basis; and

WHEREAS, the City Council finds that approving the piggyback agreement with Consultant serves the best interests of the City by allowing the City to evaluate and develop a legally defensible Fire Services Assessment Program and related implementation options.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby approves the Piggyback Agreement between the City of Greenacres and Accenture Infrastructure and Capital Projects, LLC for Fire Assessment Fee Study services, utilizing City of Orange City Contract No. P275-25, pursuant to Request for Proposals No. P275-0-2025/MHH, subject to the terms set forth in the agreement.

SECTION 3. Appropriate City officials are authorized to execute the Piggyback Agreement and any related documents necessary to implement the terms of this Resolution.

SECTION 4. The City is authorized to proceed with Phase One of the scope of services. Phase Two shall not commence unless authorized by the City in accordance with the Piggyback Agreement.

SECTION 5. The City's obligations under the Piggyback Agreement are subject to budgeting and appropriation of funds sufficient to pay the costs associated with the agreement.

SECTION 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. If any section, sentence, clause, phrase, or word of this Resolution is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Resolution.

SECTION 8. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED this 20th day of July, 2026

Voted:

Chuck Shaw, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Council Member, *IV*

Voted:

Elisa Leheny, *Council Member, District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF GREENACRES AND ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC

FOR FIRE SERVICES ASSESSMENT FEE STUDY

This Piggyback Agreement ("Agreement") is made as of this 20th day of July, 2026, by and between Accenture Infrastructure and Capital Projects, LLC, a limited liability company authorized to do business in the State of Florida, with a principal address of 529 E. Crown Point Road, Ocoee, Florida 34761, hereinafter referred to as "Consultant," and the City of Greenacres, a municipal corporation organized and existing under the laws of Florida, with a business address of 5800 Melaleuca Lane, Greenacres, Florida 33463, hereinafter referred to as "City."

RECITALS

WHEREAS, the City is in need of professional services and specialized assistance for the development and potential implementation of a Fire Services Assessment Program for Fiscal Year 2027-2028 (the "Services"); and

WHEREAS, on or about November 14, 2025, the City of Orange City, Florida issued Request for Proposals No. P275-0-2025/MHH for a Fire Assessment Fee Study (the "RFP"); and

WHEREAS, Orange City received proposals through a competitive procurement process, evaluated the submissions, and awarded Contract No. P275-25, Fire Assessment Fee Study, to Consultant, which contract was executed on January 29, 2026 (the "Master Agreement"); and

WHEREAS, the Master Agreement incorporates Orange City RFP No. P275-0-2025/MHH, Consultant's response dated December 18, 2025, the scope of services, the approved pricing schedule, and insurance certificates; and

WHEREAS, the City's Purchasing Policy, Chapter 2, Article VII, Division 2 - Alternative Source Selection, authorizes the City to acquire or contract for services without utilizing a sealed competitive method or the written quotation method when the desired services are the subject of another governmental entity's contract awarded based on competitive bidding or other approved competitive selection method; and

WHEREAS, Consultant submitted a proposal dated June 25, 2026 to provide the Services to the City in accordance with the same Accenture professional services pricing established under the Master Agreement, subject to the City-specific scope, schedule, and modifications set forth in this Agreement; and

WHEREAS, the City has reviewed the Master Agreement, the City's proposed scope of services, and Consultant's pricing, and has determined that use of the Master Agreement and Consultant's proposal is in the best interest of the City; and

WHEREAS, the parties desire to allow the City to piggyback the Master Agreement, subject to the modifications and additional City-required terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. RECITALS:

The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:

The Contract Documents consist of: (a) this Agreement and any written amendments; (b) Consultant's City of Greenacres Fire Services Assessment Program proposal dated June 25, 2026,

attached as Exhibit "A"; (c) the Master Agreement between Orange City and Consultant, Contract No. P275-25, Fire Assessment Fee Study, including all documents incorporated therein, attached as Exhibit "B"; (d) any City-issued purchase order or written notice to proceed; and (e) any required affidavits, certificates, or forms. In the event of a conflict, the documents shall control in the order listed in this Section. References in the Master Agreement to "Orange City" or "City of Orange City" shall mean the City of Greenacres when applied to this Agreement, unless the context requires otherwise.

No term contained in the Master Agreement shall be construed to bind the City to obligations unrelated to the Services. Any term of the Master Agreement that conflicts with this Agreement, the City's charter, ordinances, policies, or applicable Florida law shall be deemed modified to the minimum extent necessary to conform to this Agreement and applicable law.

3. SCOPE OF SERVICES:

Consultant shall provide professional services and specialized assistance for the development and, if authorized by the City in writing, implementation of the City's Fire Services Assessment Program for Fiscal Year 2027-2028, as more particularly described in Exhibit "A." Phase One includes development of preliminary proforma assessment rates, an assessment memorandum/report, preliminary roll/database work, revenue requirement analysis, and apportionment methodology development. Phase Two includes implementation assistance, including ordinance and resolution support, notice roll/data export support, final assessment roll creation, and certification/export/transmittal assistance in conformity with the Uniform Method and section 197.3632, Florida Statutes.

4. TERM AND TERMINATION:

The term of this Agreement shall commence upon full execution by the parties and shall remain in effect until completion of the Services, unless earlier terminated as provided herein. The anticipated project schedule contemplates completion of Phase Two and certification of the final assessment roll by September 15, 2027, subject to timely receipt of data, policy direction, required approvals, statutory deadlines, and written authorization of Phase Two.

The term of this Agreement and any continuation of services are subject to the continued validity, renewal, or extension of the Master Agreement to the extent required for a lawful piggyback. If the Master Agreement expires or is terminated during the term of this Agreement, the City may terminate this Agreement upon written notice, unless the City determines, in consultation with the City Attorney, that continuation is legally permissible.

Either party may terminate this Agreement with or without cause by providing not less than thirty (30) days' prior written notice. The City may terminate this Agreement immediately upon written notice for lack of funding, material breach, failure to comply with law, failure to maintain required insurance, failure to comply with public records obligations, or failure to comply with E-Verify and Human Trafficking requirements. Upon termination, the City shall pay Consultant for authorized services satisfactorily performed through the effective date of termination, subject to any setoff or other rights available to the City. Termination shall not affect any rights, obligations, or liabilities arising before termination.

5. COMPENSATION, PAYMENT AND COSTS:

Consultant shall be compensated in accordance with the not-to-exceed lump sum fees set forth below, which reflect the Accenture professional services portion of the pricing under the Master Agreement and Consultant's City-specific proposal. The total not-to-exceed amount for Phase One and Phase Two professional services is Fifty-Two Thousand Six Hundred Fifty and 00/100 Dollars ($52,650.00), unless amended in writing by the parties and approved in accordance with City requirements.

Phase	Description	Amount	Authorization/Payment Notes
Phase One	Fire Services Assessment Program Development	$40,125.00	May be authorized upon execution or written notice to proceed. Payable in three equal payments of $13,375.00, subject to invoice approval and the Florida Prompt Payment Act.
Phase Two	Implementation Services	$12,525.00	Requires separate written authorization by the City. Payable in two equal payments of $6,262.50, subject to invoice approval and the Florida Prompt Payment Act.
Total	Professional Services Not-to-Exceed	$52,650.00	Excludes specifically identified pass-through costs and additional services unless authorized in writing.

The lump sum fees include the on-site visits identified in Exhibit "A": one (1) on-site visit during Phase One and two (2) on-site visits during Phase Two. Additional on-site meetings, if requested and authorized in writing by the City, may be billed at the standard hourly rates set forth in Exhibit "A" plus expenses in accordance with section 112.061, Florida Statutes. The lump sum fees do not include first-class notice production and mailing costs, non-domestic postage, costs charged by the Property Appraiser, Tax Collector, or other public officials for required data, costs associated with exempt home address information, newspaper publication costs, or litigation defense. Any such costs must be approved by the City in writing before being incurred, unless otherwise required by law or statutory deadline.

Consultant shall submit invoices to: City of Greenacres, Attn: Accounts Payable, 5800 Melaleuca Lane, Greenacres, Florida 33463, or such electronic payment address as the City may designate. Consultant shall provide a current W-9 with its first invoice or payment request. All payments shall be made in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

6. NO AUTOMATIC AUTHORIZATION OF PHASE TWO OR ADDITIONAL SERVICES:

Execution of this Agreement does not automatically authorize Phase Two unless the City expressly approves Phase Two in writing. Consultant shall not rely on verbal direction or the existence of this Agreement as authorization to proceed with Phase Two, additional meetings, additional reimbursable expenses, litigation support, or other additional services. Any additional services must be authorized by written amendment, purchase order, or other written authorization issued by the City in accordance with City purchasing requirements.

7. CITY RESPONSIBILITIES AND DATA:

The City shall reasonably cooperate with Consultant and provide available data and information necessary for the Services, including budget and financial information, fire incident/call data, ad valorem tax roll data, property information, agreements, reports, and policy direction. Consultant shall promptly notify the City in writing if data is missing, inconsistent, incomplete, or likely to affect the schedule, cost, methodology, or legal defensibility of the assessment program.

Consultant shall use City data solely for performance of the Services and shall protect any exempt, confidential, or sensitive information, including information relating to exempt home addresses under section 119.071, Florida Statutes. Consultant shall not disclose such information except as authorized by law or by the City.

8. DELIVERABLES AND OWNERSHIP:

All final reports, assessment memoranda, rate schedules, assessment rolls, data exports, billing algorithms prepared specifically for the City, and other deliverables prepared for the City under this Agreement shall become the property of the City upon payment for the applicable services. Consultant may retain ownership of its pre-existing templates, models, know-how, software, tools, proprietary methodologies, and general expertise, provided the City receives a perpetual, royalty-free right to use the final deliverables for City purposes. Consultant shall provide final deliverables in editable or usable electronic formats reasonably requested by the City.

9. KEY PERSONNEL AND SUBCONSULTANTS:

Consultant shall assign qualified personnel to perform the Services. Consultant shall not substitute any key personnel identified in Exhibit “A” or use any subconsultant to perform any material portion of the Services without prior written notice to and approval by the City

10. NOTICES:

All notices required under this Agreement shall be in writing and shall be delivered by hand, certified mail, return receipt requested, or nationally recognized overnight courier to the following addresses, or to such other address as either party may designate in writing:

If to City:	**If to Consultant:**
Andrea McCue, City Manager City of Greenacres 5800 Melaleuca Lane Greenacres, Florida 33463 Telephone: (561) 642-2006	Sandi Neubarth, Director Accenture Infrastructure and Capital Projects, LLC 529 E. Crown Point Road Ocoee, Florida 34761 Telephone: (850) 681-3717 Email: Sandra.Neubarth@accenture.com

11. COMPLIANCE WITH LAWS:

Consultant shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, ordinances, regulations, and administrative requirements, including but not limited to section 197.3632, Florida Statutes, to the extent applicable to Consultant's scope of services. Non-compliance may constitute a material breach of this Agreement.

12. WAIVER, SOVEREIGN IMMUNITY AND THIRD-PARTY BENEFICIARIES:

Failure of a party to enforce or exercise any right under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise such right at any time thereafter. Nothing in this Agreement or any exhibit shall be construed as a waiver by the City of sovereign immunity or as consent by the City to be sued beyond the limits of section 768.28, Florida Statutes. There are no third-party beneficiaries to this Agreement.

13. PUBLIC RECORDS:

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, including section 119.0701, 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 Services; (b) upon request from the City's custodian of public records or designee, provide the City with a copy of 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 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 Consultant does not transfer the records to

the City; and (d) upon completion of this Agreement, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the Services. If Consultant transfers all public records to the City upon completion, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion, Consultant 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 compatible with the information technology systems of the City.

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

14. SCRUTINIZED COMPANIES:

As provided in section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and any authorized subcontractors are not participating in a boycott of Israel and are not on the Scrutinized Companies that Boycott Israel List. Consultant agrees that the City may terminate this Agreement if Consultant or any authorized subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if otherwise required by section 287.135, Florida Statutes.

15. E-VERIFY:

To the extent applicable, Consultant shall register with and use the E-Verify system pursuant to section 448.095(2), Florida Statutes, for all newly hired employees and shall require all subcontractors providing services under this Agreement to register with and use the E-Verify system to verify the work authorization status of newly hired employees. Consultant shall obtain and maintain subcontractor affidavits as required by law and provide copies to the City upon request. Failure to comply with section 448.095, Florida Statutes, shall be grounds for immediate termination. If the City terminates this Agreement under section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date of termination and shall be liable for any additional costs incurred by the City as a result of such termination.

16. DISPUTE RESOLUTION, GOVERNING LAW, VENUE AND REMEDIES:

All claims arising out of this Agreement or its breach shall first be submitted to mediation unless waived by the City in writing. The parties shall share the mediator's fee equally. Mediation shall be held in Palm Beach County, Florida. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held exclusively in a court of competent jurisdiction in Palm Beach County, Florida. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy available at law or in equity.

17. WAIVER OF JURY TRIAL:

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.

18. AUTHORITY TO PRACTICE:

Consultant represents and warrants that it and its personnel have and shall maintain all licenses, registrations, authorizations, and approvals required to provide the Services under this Agreement, and that Consultant shall at all times conduct its business and perform the Services in a reputable and professional manner. Proof of such licenses and approvals shall be provided to the City upon request.

19. INSURANCE:

Within thirty (30) days of execution of this Agreement, and before commencing services if requested by the City, Consultant shall provide the City with a Certificate of Insurance reflecting insurance coverage at least equal to the requirements of the Master Agreement or such other requirements as the City may approve. The Certificate of Insurance shall name the City of Greenacres and its officers, employees, and agents as additional insureds where applicable. Consultant shall maintain required coverage throughout the term of this Agreement.

20. INDEPENDENT CONTRACTOR:

This Agreement does not create an employee/employer relationship between the parties. Consultant is an independent contractor and shall not be considered the City's employee, agent, or representative except as expressly authorized in writing by the City.

21. AGREEMENT SUBJECT TO FUNDING:

This Agreement shall remain in full force and effect only as long as the expenditures provided for in this Agreement have been appropriated by the City Council of the City of Greenacres in the annual budget for each applicable fiscal year and is subject to termination based on lack of funding. Termination due to lack of funding shall be without penalty or expense to the City, and the City shall only be responsible for payment for authorized services satisfactorily performed through the effective date of termination.

22. PUBLIC ENTITY CRIMES:

Consultant 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Consultant shall immediately notify the City if it becomes aware of any violation of this statute.

23. PALM BEACH COUNTY INSPECTOR GENERAL:

In accordance with Palm Beach County Ordinance No. 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant has reviewed Palm Beach County Ordinance No. 2011-009 and is aware of its rights and obligations under such ordinance.

24. ANTI-HUMAN TRAFFICKING:

On or before the effective date of this Agreement, Consultant shall provide the City with an affidavit attesting that Consultant does not use coercion for labor or services, in accordance with section 787.06(13), Florida Statutes.

25. CYBERSECURITY, CONFIDENTIALITY AND DATA INCIDENTS:

Consultant shall implement commercially reasonable administrative, technical, and physical safeguards to protect City data from unauthorized access, disclosure, alteration, or destruction. Consultant shall promptly notify the City upon discovery of any actual or reasonably suspected unauthorized access, disclosure, or data security incident involving City data or records and shall cooperate with the City regarding investigation, mitigation, and required notices.

26. ASSIGNMENT:

Consultant shall not assign, transfer, or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the City. Any unauthorized assignment shall be void.

27. ENTIRE AGREEMENT:

This Agreement and the Contract Documents set forth the entire agreement between the parties. There are no promises or understandings other than those stated herein. No provision, term, or condition may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties. Any provision of this Agreement that is continuing in nature or imposes an obligation extending beyond the term of this Agreement shall survive expiration or earlier termination.

28. PREPARATION:

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

29. SEVERABILITY:

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

30. COUNTERPARTS AND ELECTRONIC SIGNATURES:

This Agreement may be executed in one or more counterparts and/or electronically or digitally, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become effective and binding upon the parties once signed by all signatories hereto.

Signature Page to Follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF GREENACRES, FLORIDA

_____
Chuck Shaw, Mayor

Approved as to Form:

_____
Glen J. Torcivia, City Attorney

Attested/Authenticated:

_____
Quintella Moorer, City Clerk

AMERICAN TRAFFIC SOLUTIONS, INC., D/B/A VERRA MOBILITY

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this ____ day of _____ 2026, 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 _____[CONSULTANT's Name] to the same.

Notary Public

_____
Print Name: _____
My commission expires: _____

EXHIBIT "A"

Consultant's City of Greenacres Fire Services Assessment Program Proposal dated June 25, 2026

EXHIBIT "C"

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAW

The undersigned, on behalf of the contractor listed below ("CONTRACTOR"), hereby attests under penalty of perjury as follows:

The CONTRACTOR, by signing this affidavit as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ 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 _____ 20___, 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 under penalty of perjury that the facts stated with regard to section 787.06, 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 Seal

_____

Print Name: _____

My commission expires: _____

accenture

June 25, 2026

Via Email

Monica Powery, Director of Purchasing
City of Greenacres
5800 Melaleuca Ln
Greenacres, FL 33463

Re: City of Greenacres -- Fire Services Assessment Program Proposal

Dear Ms. Powery,

This correspondence is written to present a proposal for Accenture Infrastructure and Capital Projects, LLC, formerly known as Government Services Group, Inc. (Accenture) to provide professional services and specialized assistance to the City of Greenacres (City) and its staff with the development of a special assessment program to fund fire services within the City and assistance with implementation for Fiscal Year 2027-28.

The objective of this project is to develop special assessments based on public policy established by the City within the constraints of readily available data and legal precedent. To fulfill this objective, we will provide the following:

1. Specialized services that assist the City in developing a legally defensible method of apportioning the assessments;
2. An Assessment Report which includes the assessment cost calculations and the description of the apportionment methodology;
3. Billing algorithms necessary to calculate the fire services assessments pursuant to the proposed methodology; and
4. The final fire assessment rates.

The proposed scope of services and fees contemplates a phased approach to the assessment program. Phase One of this proposal includes those tasks associated with the development of preliminary proforma assessment rates. An Assessment Report will be prepared and presented at the end of Phase One. It is at the end of Phase One that the City will be able to make an informed decision regarding whether to proceed with implementing the assessment program.

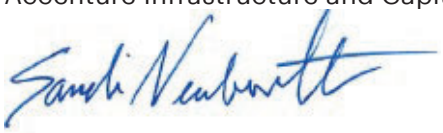
Phase Two includes the specific work effort required for the implementation of the program based on the City's policy direction as determined from the findings provided in Phase One. Phase Two is comprised of those steps necessary should the City decide to move forward with any recommended assessment program.

Accordingly, attached as Appendix A is the work plan under which Accenture will assist the City in developing and implementing the assessment program for Fiscal Year 2027-28. The scope of services is based on the assumption that the City will be an active participant and provide all of the requisite information and data to develop the assessment methodology.

Upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the attached proposal and to serve as proper Notice to Proceed. Upon execution, please provide our office with a signed copy for our files.

We look forward to working with the City of Greenacres on this very important project. If you or any other City officials have any questions, please feel free to contact me.

Sincerely,
Accenture Infrastructure and Capital Projects, LLC



Sandi Neubarth
Director
(850) 681-3717
Sandra.Neubarth@accenture.com

Appendix A

CITY OF GREENACRES
FIRE SERVICES ASSESSMENT PROGRAM
DEVELOPMENT AND IMPLEMENTATION
FISCAL YEAR 2027-28

SCOPE OF SERVICES

PHASE ONE – FIRE SERVICES ASSESSMENT PROGRAM DEVELOPMENT

Task 1: **Evaluate Reports and Research Issues** Evaluate the City's ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire protection services.

Task 2: **Identify Full Costs of Service** Identify the full cost of the fire protection service delivery using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology. Identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.

Task 3: **Develop Apportionment Methodology** Using the current ad valorem tax roll and fire incident data reported to the State Fire Marshal, develop the method of apportionment, classification of properties and the use of the data on the assessment roll. Review the assessment methodology for legal sufficiency and compatibility with alternative methods of collection.

Task 4: **Determine Preliminary Revenue Requirements** Determine the total fire protection assessment revenue requirements to ensure the City recovers the costs of: (a) net fire protection service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.

Task 5: **Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.

Task 6: **Apply Apportionment Methodology to Database** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.

Task 7: **Calculate a Preliminary Proforma Schedule of Rates** Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.

Task 8: **Prepare and Present Assessment Memorandum** Prepare and present an Assessment Memorandum which documents the apportionment methodology and proforma assessment rates.

PHASE TWO -- IMPLEMENTATION

Task 9: **Assist with Fire Services Assessment Ordinance** Advise and assist the City's legal counsel in the drafting of a fire services assessment ordinance to establish the procedures for implementation of a fire services assessment program.

Task 10: **Assist with Assessment Resolutions** Advise and assist the City's legal counsel in drafting the assessment resolutions that conform to the assessment ordinance and that implements the City's policy decisions and proposed methodology.

Task 11: **Assist with Rate Adoption Process** Accenture will advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:

(a) Produce Notice Roll and Data Exports After verification of final rates for the assessment program, Accenture will create the notice roll by applying the rates to the assessment roll. Accenture will then produce the data exports needed for the production of TRIM notices. Data exports for TRIM notices will be transmitted as necessary to the Property Appraiser's office, per their specifications.

(b) Development and Distribution of First-Class Notice Assist the City in developing the first class notice and its distribution to any affected property owners.

Task 12: **Create Final Assessment Roll** Accenture will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.

Task 13: **Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, Accenture will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

COMPETITIVE BID STATEMENT

City of Orange City
Accenture was hired through a competitive bid process by the City of Orange City for a fire assessment fee study, RFP No. P275-0-2025/MHH. Accenture received notice to proceed in January 2026.

FEES AND COSTS

For the professional services and specialized assistance described in the scope of services for Phase One, Accenture will work under a lump sum fee arrangement of $40,125.

For the professional services and special assistance described in the scope of services for Phase Two, Accenture will work under a lump sum fee arrangement of $12,525. Except as noted below, the fees include reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services for Phase One includes one (1) on-site visit by Accenture staff to the City. The lump sum fee for professional services for Phase Two includes two (2) on-site visits by Accenture staff to the City.

Any additional on-site meetings by Accenture may be arranged at our standard hourly rates provided below. All expenses related to any additional requested meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, Zoom meetings and/or telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for Accenture are as follows:

Accenture

Vice President	$285
Director/Senior Program Manager	$235
Project Manager/Project Coordinator	$185
Senior Data Analyst	$185
Database Analyst/Technical Services	$150

Lead Project Analyst	$100
Project Analyst	$ 90
Administrative Support	$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.63 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The City is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt "home addresses" pursuant to Section 119.071, Florida Statutes.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Accenture works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, we would be available, on an hourly basis, to assist the City in its defense.

PRELIMINARY SCHEDULE

Event	Date
Phase One	
Notice to Proceed	September 2026
Kick-off Meeting/Data Collection	October – November 2026
Call Data Analysis	November – December 2026
Proforma Budget Development	December 2026 – January 2027
Property Data Analysis	December 2026 – January 2027
Proforma Assessment Rates	February -- March 2027
Prepare and Present Assessment Memorandum	March – April 2027
Phase Two	
Ordinance Adoption	April -- June 2027
Initial Assessment Resolution	April – July 2027
First Class/TRIM Notices	May – August 2027
Published Notice	May – August 2027
Final Assessment Resolution	June – September 2027
Certify Assessment Roll	by September 15, 2027

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following schedule, assuming notice to proceed is received in September 2026. If notice to proceed occurs after this date, payment will be adjusted based on the anticipated number of months remaining to complete the project.

Date		Payment
Phase One		
November 2026	1/3 of professional fees	$13,375.00
January 2027	1/3 of professional fees	$13,375.00
March 2027	1/3% of professional fees	$13,375.00
Total Phase One		**$40,125.00**
Phase Two		
June 2027	1/2 of professional fees	$6,262.50
August 2027	1/2 of professional fees	$6,262.50
Total Phase Two		**$12,525.00**

ACCEPTED AND AGREED TO FOR FISCAL YEAR 2027-28:
PHASE ONE

BY: _____ _____
CITY OF GREENACRES DATE

ACCEPTED AND AGREED TO FOR FISCAL YEAR 2027-28:
PHASE TWO

BY: _____ _____
CITY OF GREENACRES DATE

AGREEMENT

CONTRACT NO. P275-25
FIRE ASSESSMENT FEE STUDY

This Agreement, entered into this 29 day of January, 2026 by and between the City of Orange City, a Florida municipality, whose address is 205 E. Graves Avenue, Orange City, Florida 32725, hereinafter called the CITY, and Accenture Infrastructure and Capital Projects, LLC, whose address is 529 E Crown Point Road, Ocoee, Florida 34761, hereinafter called the CONSULTANT.

W I T N E S S E T H

WHEREAS, the CITY desires to obtain contracted services related to Request for Proposals (RFP) P275-0-2025, Fire Assessment Fee Study. The work generally involves all work as described in the RFP documents, specifications, and any addendum issued for this project.

WHEREAS, the CITY requested and received sealed proposals from qualified consultants to provide these services based on the RFP documents; and

WHEREAS, CONSULTANT is competent and qualified to furnish said services to the CITY and desires to provide its services for this project, and

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the CITY and the CONSULTANT covenant and agree as follows:

SECTION 1. DOCUMENTS. The following documents (collectively "Contract Document") are hereby incorporated by reference into the made part of this Agreement:

1. This Agreement and any amendment(s).
2. RFP P275-0-2025, Fire Assessment Fee Study.
3. CONSULTANT's response to the RFP dated December 18, 2025.
4. Scope of Services, Exhibit "A".
5. Approved Pricing, Exhibit "B".
6. Insurance Certificate(s), Exhibit "C".

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

(1) First, specific direction from the City Manager or designee.
(2) Second, this Agreement and any Amendments.
(3) Third, Exhibit "A".
(4) Fourth, Exhibit "B".
(5) Insurance Certificate(s), Exhibit "C".

SECTION 2. SCOPE OF SERVICES/WORK. The CONSULTANT shall perform the Work under the general direction of the CITY as set forth in the Contract Documents. The CONSULTANT agrees to furnish all skill, labor, supervision, materials, equipment, and incidentals necessary to complete the Work to the satisfaction of the CITY or its duly authorized representative.

Unless otherwise specified herein, the CONSULTANT shall perform all Work identified in this Master Agreement. The parties agree that the Work is a description of CONSULTANT's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all skill, labor, supervision, materials, equipment, and incidentals which are such an inseparable part of the Work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.

By signing this Agreement, the CONSULTANT represents that it thoroughly reviewed the documents incorporated by reference into this Agreement and that it accepts the description of the Work and the conditions under which the Work is to be performed.

SECTION 3. CONTRACT TERM. This contract shall become effective upon execution by the CITY and shall run for a period of one (1) year, and at the sole option of CITY, may be renewed for one (1) successive period not to exceed one year. Expiration of the term of this Master Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

SECTION 4. COMPENSATION. CONSULTANT shall be compensated in accordance with the approved Pricing Schedule listed in Exhibit "B". Pricing for bid items which are considered similar in nature or incidental to the Scope which were not included in the Pricing Schedule, may be negotiated by the Parties. Any additional items and pricing included by negotiation will be reduced to writing and incorporated by written amendment to this Agreement.

SECTION 5. INVOICING AND PAYMENTS. All invoices or statements must be submitted electronically to oc-payables@orangecityfl.gov. Each invoice or statement shall contain the purchase order number and a detailed description of services and costs. The City shall make payment on all invoices or statements in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

SECTION 6. E-VERIFY SYSTEM REGISTRATION.
Effective January 1, 2021, public and private employers, CONSULTANTS and subconsultants must
require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by CONSULTANT to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subsconsultants/subcontractors) assigned by CONSULTANT to perform work pursuant to the contract with the City. The CONSULTANT

acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Orange City.

By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit to CONSULTANT attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the CONSULTANT will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

SECTION 7. PUBLIC RECORDS.

Public Records – CONSULTANT acknowledges CITY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONSULTANT acknowledges that CITY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

CONSULTANT specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall:

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

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; and

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 CONSULTANT does not transfer the records to the public agency; and

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract,

the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. Failure to comply with this Section shall be deemed a material breach of this Agreement, for which CITY may terminate this Agreement immediately upon written notice to the CONSULTANT.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CITY CLERK, AT CITYCLERK@ORANGECITYFL.GOV, 229 E. GRAVES AVENUE, ORANGE CITY, FLORIDA 32763.

SECTION 8. NOTICE.

Any notice or other communication given under this Contract will be in writing and delivered by hand, sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

For CITY:	For CONSULTANT:
City of Orange City (Attn: City Manager) 205 E. Graves Avenue Orange City, Florida 32763	Accenture Infrastructure and Capital Projects, LLC Corey Burbach, Managing Director 529 E. Crown Point Road Ocoee, Florida 34761

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF ORANGE CITY

By: _____
Christine Davis, Interim City Manager

Date: 1/29/26

Attest: _____
Kaley Burleson, City Clerk OR
Erin Pecora, Acting Deputy City Clerk

Date: 1/29/26

Approved as to legal form:

By: _____
City Attorney

ACCENTURE INFRASTRUCTURE & CAPITAL PROJECTS, LLC

By: _____

Printed Name: Corey Burbach

Title: Managing Director

Date: 1/27/206

Witness: Todd Cozolino

Printed Name: Todd Cozolino

Attachments:
Exhibit "A" – CONSULTANT's Response dated December 18, 2025.
Exhibit "B" – Pricing Schedule

As authorized by the City Council at its regularly scheduled meeting on January 29, 2026.

Accenture Infrastructure & Capital Projects
529 E. Crown Point Road
Ocoee, FL | 34761 | USA

December 18, 2025

From: Corey Burbach, Managing Director

Michael Hall, CPPB, NIGP-CPP, Senior Procurement Analyst
City of Orange City
229 E. Graves Avenue
Orange City, Florida 32763

RE: RFP No. P275-0-2025/MHH, Fire Assessment Fee Study

Dear Mr. Hall,

This correspondence is being submitted in response to Orange City's (City) Request for Proposals for Fire Assessment Fee Study to assist the City with designing a Fire Protection Special Assessment Program that is legally defensible and, if directed, to assistance with first year implementation for collection on the property tax bill.

Accenture Infrastructure and Capital Projects, LLC (Accenture) is a national program management and advisory firm that provides high-quality solutions to our clients' challenges. In 2022, Accenture acquired Government Services Group, Inc. (GSG), a Florida-based company providing specialized services to cities, counties and special districts with the development of alternative revenue programs, including Fire Protection Special Assessment Programs. GSG is now the Government Services Practice within the Advisory and Compliance section of Accenture. This practice area will be the primary team leading the work effort detailed in the City's RFP.

Accenture understands that the City is seeking the professional services and specialized assistance necessary to assist the City with designing and developing a fire protection assessment program that separates the assessable fire protection services from non-assessable EMS/ALS functions, documents a fair and equitable assessment methodology, and provide a maintainable model and process for annual updates. We also understand that the program should be designed for the tax bill collection method and, if the City elects to move forward with implementation, it will be collected on the November 2026 tax bill.

Accenture has teamed with the law firm of Nabors, Giblin & Nickerson, P.A. (NG&N) who will provide legal review and oversight for the project, as well as draft the implementing legal documents. Neither Accenture nor NG&N have any conflicts of interest in providing the services requested by the City. Please accept this as confirmation of Accenture and NG&N's interest in providing the requested services and assistance.

Accenture understands the work to be performed and is pleased to respond to the City's RFP by submitting our qualifications, experience and similar work performed, Project Team with requisite experience, project approach, work plan, and timeline. Under our response, Accenture will provide professional consulting and project management services, data analysis and specialized assistance to the City in developing a Fire Protection Assessment Program, and if directed, assisting the City with implementation of the Fire Protection Assessment Program for Fiscal Year 2026-27 that will be collected on the November 2026 tax bill.

As demonstrated throughout this proposal, Accenture has developed and implemented more special assessment programs in the State of Florida than any other consulting firm. Accenture developed some of the first assessment programs in Florida and over the years we have continued to help write the laws for special assessments. What we believe differentiates us from other consulting firms is:

- Accenture is recognized by the Courts as an Expert in the development and implementation of special assessment programs.
- Accenture is recognized by the Florida Department of Revenue, Property Appraisers and Tax Collectors as an expert in the area of assessment roll development and certification.
- Accenture is recognized as an expert in alternative funding solutions by the Florida Association of Counties, Florida League of Cities, Florida County City Managers Association, and Florida Government Finance Officers Association.
- Accenture has been involved in more than 300 special assessment programs (over 150 fire assessment programs) and has created the "gold standard" apportionment methodology for fire services assessment programs in the State.
- Accenture offers innovative apportionment methodologies to our clients which include:
    - The traditional historical demand methodology with variations to address unique client issues.
    - The enhanced demand capacity methodology which accounts for varying degrees of risk associated with building structures.
    - The demand availability methodology with a two-tier rate structure that apportions the costs of fire protection services based on (1) demand – apportioning the costs to address the time spent in response to the fire protection calls and (2) availability – apportioning the costs for the time the fire department was available to respond to primary structure fire incidents.
    - The availability methodology with a two-tier rate structure that apportions the cost of fire services based on (1) the fact that the fire department is ready and available to respond to all parcels; and (2) the value of the structures being protected by the fire protection services provided by the City.
- Accenture has developed various tools to help our clients review and analyze the impacts of the various methodologies on tax parcels so that they can make an informed decision on how to move forward with funding fire services in the future.

- Accenture knows what it takes to get the job done and will negotiate a lump sum fee based on the goals and objectives of our client. There are no hidden costs or add-ons.
- Accenture provides a thorough analysis of the call data and parcel-level data, as well as the financial impact of providing fire protection services.

Accenture is the leader in the State for the development and implementation of fire protection services special assessment programs. Accenture has developed and implemented more fire protection services special assessment programs in Florida than any other consulting firm.

When the City hires Accenture, they can be assured that they will get:

- A legally defensible fire protection services assessment methodology that is specifically tailored to meet the City's goals and objectives.
- A thorough understanding of the benefit received by property owners.
- A thorough understanding of the financial impact on all affected property owners.
- A matrix of sound and reasoned recommendations for successful implementation.
- A consulting firm with a successful track record and proven experience.
- A consulting firm with a problem-solving attitude.
- A consulting firm with a total commitment to quality.

Accenture is very excited about the opportunity to work with the City of Orange City on this very important project. I am the Senior Vice President for Accenture and authorized to represent Accenture in all matters related to this engagement. To further discuss this response, or any other related question or matters, please feel free to contact me at (949) 680-9232 or corey.burbach@accenture.com.

Sincerely,



Corey Burbach
Managing Director
(949) 680-9232
corey.burbach@accenture.com

Table of Contents

Section 1. Introduction and Company Background..... 4
1. Firm Background..... 5
History and Ownership..... 5
Accenture Office Locations..... 8
Subconsultant Firm Background..... 8
2. Approach to Municipal Financial and Assessment Studies..... 9
3. Project Team..... 9
Organization Chart..... 11
Section 2. Qualifications of Staff..... 12
1. Accenture Qualifications and Overview..... 13
2. Subconsultant Information..... 19
3. Project Team Key Personnel Qualifications..... 21
Organization Chart..... 24
Section 3: Past Performance / Experience..... 25
1. Project Experience..... 26
Section 4. Fee Proposal..... 35
1. Detailed Cost Proposal..... 36
Section 5. References..... 39
1. Reference Information..... 40
Section 6. Project Approach..... 41
1. Work Plan..... 42
2. Project Timeline..... 46
Section 7: Required Documents..... 47
Appendices / Additional Information..... 88
Appendix A: NG&N Special Defense Projects..... 89
Appendix B: Accenture Team Fire Projects..... 93
Appendix C: Team Resumes..... 96
Appendix D: Accenture Team Fire Assessment Clients..... 109
Appendix E: NG&N Special Assessment Projects..... 113

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Section 1. Introduction and Company Background

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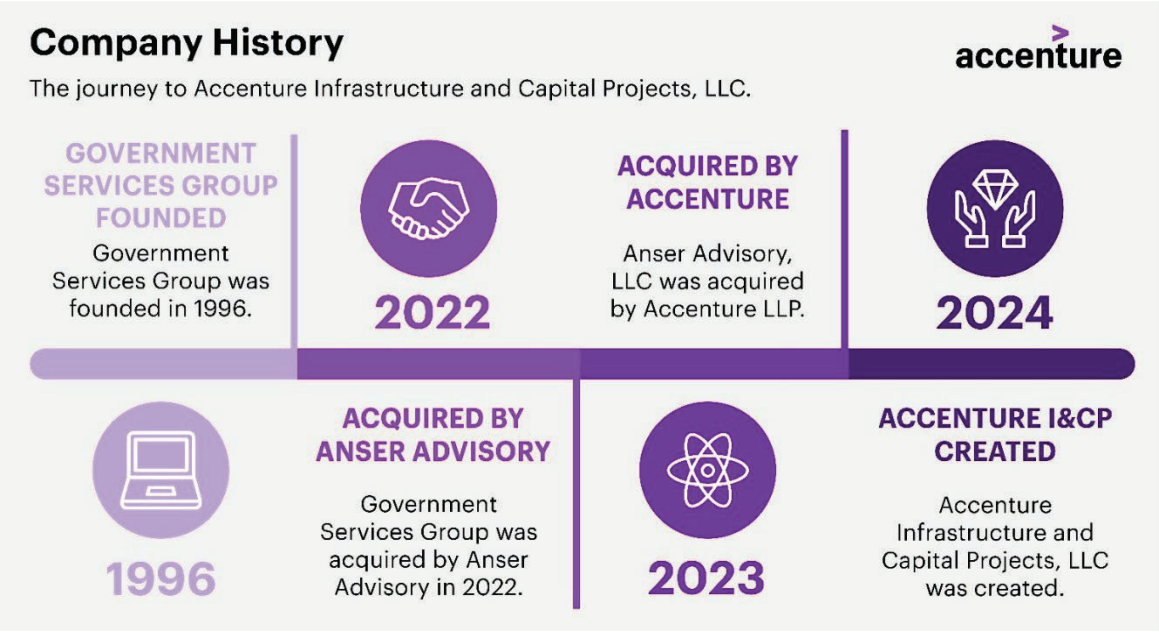
1. Firm Background

History and Ownership

Accenture Infrastructure and Capital Projects, LLC (Accenture) is licensed in the State of Florida and is a limited liability company chartered in Delaware with its principal place of business in Ocoee, FL, and is in good legal standing.

On November 5, 2021, Anser Advisory Consulting LLC completed the acquisition of Florida-headquartered advisory firm ("GSG"). On August 7, 2023, Anser Advisory Consulting LLC and its parent entity, Anser Advisory LLC, formally closed a transaction to be acquired by Accenture (NYSE: ACN). Accenture is a leading global professional services company of over 791,000 staff serving private and public sector clients in more than 120 countries. Anser Advisory continued to provide services spanning infrastructure advisory, compliance, and management services on behalf of public sector clients. The acquisition of Anser Advisory had no impact on the continuity of services and our key staff. A full transition has now been completed and we are operating as a fully integrated team providing services to cities and counties throughout the state on a number of new and legacy contracts.

In 2024, our **Infrastructure & Capital Projects (I&CP)** practice was established through the integration of leading firms—Anser Advisory (which acquired GSG in 2021), Comtech Group, Partners in Performance, and BOSLAN—bringing together decades of hands-on experience in capital planning, program delivery, and financial analysis for public agencies across the United States. Today, Accenture I&CP unifies this expertise under the Accenture brand, delivering innovative, data-driven solutions to owners, developers, and operators of physical infrastructure.



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Accenture serves as a national leader in infrastructure advisory, program management, and public sector consulting, with deep experience supporting Florida counties, municipalities, and Special Districts in the development of alternative revenue programs, identification of enhanced revenue opportunities, and overall evaluation and long-term planning of financial growth. The work effort for this project will be primarily conducted by our Tallahassee office.

Accenture is recognized for:

National leadership in the ideation, analytics, and execution of large-scale, complex infrastructure programs, currently advising and overseeing more than $40 billion in U.S. capital spend.

Recognition by Engineering News-Record (ENR) as a Top 50 Program Management Firm and Top 100 Professional Services Firm, and by Forbes (2024) as the #1 Top Management Consulting Firm.

Global scale and local expertise, with 791,000 professionals serving clients in 120+ countries and 40+ industries, providing end-to-end services across Strategy & Consulting, Accenture Song, Technology, and Operations.

Our Florida-based team, including legacy GSG professionals, has developed and implemented more fire assessment programs in the state than any other consulting firm. We have a proven track record of creating **legally defensible assessment methodologies** tailored to each client's goals, and are recognized by Florida courts, the Department of Revenue, Property Appraisers, and Tax Collectors as experts in assessment program development, implementation, and roll certification.

Accenture understands that Orange City (City) is seeking a highly qualified firm capable of providing professional services and specialized assistance necessary for the design and development of a fire protection assessment program that is legally defensible and, If directed, to assist the City with implementation using the tax bill collection method for Fiscal Year 2026-27. Accordingly, this proposal is being submitted as confirmation of Accenture's interest in providing the requested services and assistance.

Accenture has delivered value-added Non-Ad Valorem Assessment services to various Florida clients since 1996. Our services begin with strategic organizational planning and continue by managing each project's execution and compliance. With a diverse client base, our team is adept at adding value to early program development through creativity and critical thinking. We dive into projects at any development cycle phase, with a crucial focus on driving value and maximizing accountability. We are unconventional as a firm because we believe in honoring old-school traditions while leveraging new-school methods. This is our value proposition to you.

ACCENTURE* FOOTPRINT

Our Scale

791,000
global Accenture leaders

9,000+
clients in more than 120 countries

$64.9B+
revenue for fiscal 2024

Our Record

2025 ENR TOP 100 #7 PROFESSIONAL SERVICES

2025 ENR TOP 50 #5 PROGRAM MANAGEMENT

PLATINUM TOP 100 PROJECTS 2024 CANADIAN INFRASTRUCTURE

Forbes TIME 2025 People COMPANIES THAT CARE FORTUNE 100 BEST FORTUNE BEST

*this data represents Accenture LLP, the parent company. The bidding entity for this contract is the subsidiary, Accenture Infrastructure & Capital Projects, LLC. More information is provided in the subsequent pages.

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We deliver this proposition by bringing world-class people together in a nationally recognized Great Place to Work™ with the management and technology infrastructure to continually offer clients deep expertise, sector-specific experience, and rapid deployment of project resources.

Since 1996, Accenture's government services professionals have prided themselves on smart, effective, and efficient service, providing specialized services to cities, counties, and special districts. Across the practice, our general areas of service include fire services, revenue enhancement, stormwater, water & wastewater, grants management, community development, and program administration. In each service area, Accenture has perfected particular capabilities, offering deliverables that are tailored according to specific client needs.

Accenture's Government Services Practice within the Advisory and Compliance section of Accenture will serve as the primary division providing the requested and required services outlined in this response.

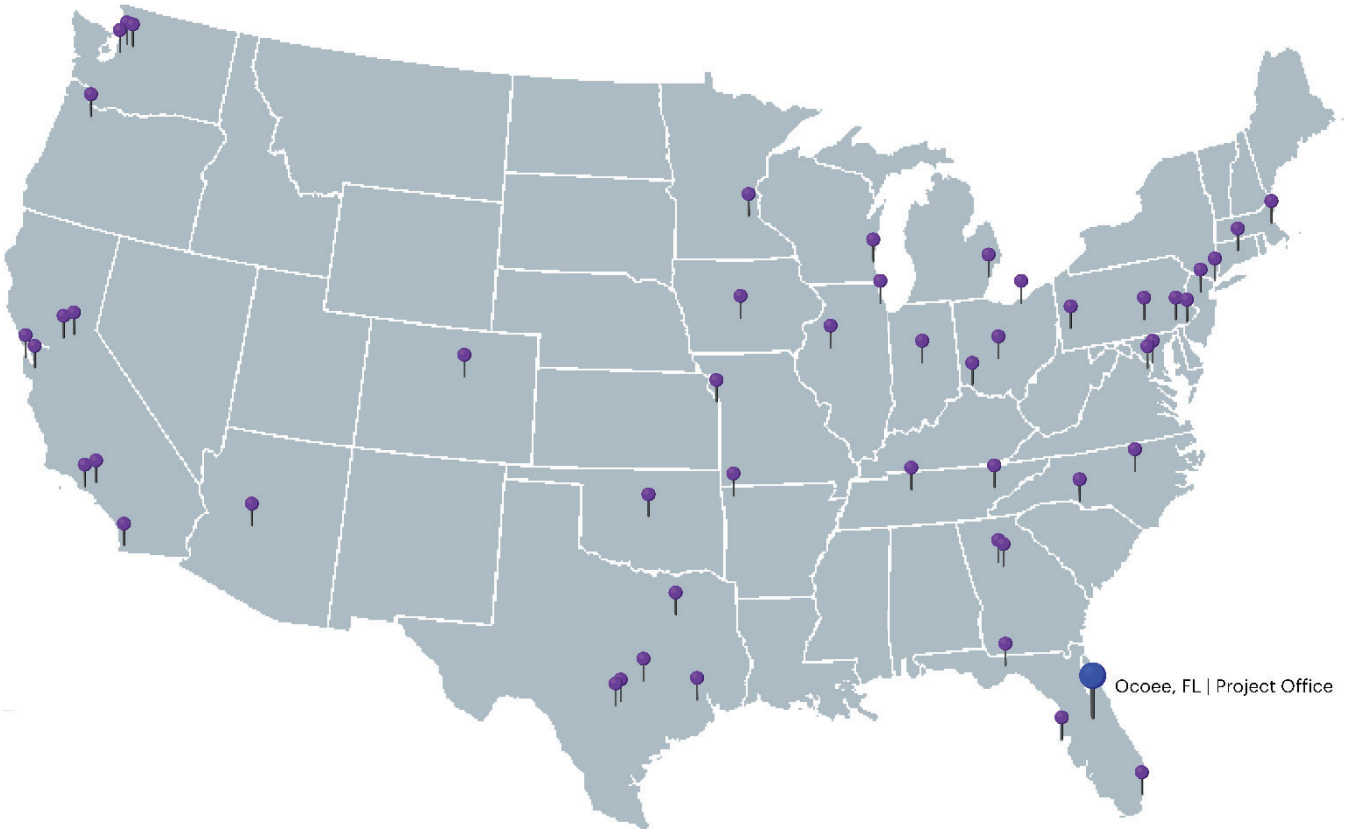
Accenture has earned a reputation as a leader in the development, implementation, and administration of special assessment programs. We believe that our experience throughout the State of Florida in developing unique funding and service delivery solutions, coupled with our specialization in government finance and taxation issues, will enable our firm to provide fully developed and complete program(s) that will satisfy the City's specific project requirements. As demonstrated throughout our proposal, we have the expertise, experience, and in-house resources to complete this project on schedule and within budget.

Accenture also works with cities and counties in creating funding concepts that include the use of special assessment programs for the funding of infrastructure needs for communities. These projects include capital facilities, water, sewer, stormwater, transportation, neighborhood improvements, canal maintenance, and street lighting. We produce implementable solutions within project timeframes. In 2025, Accenture successfully submitted 100 assessment rolls to 28 County Tax Collectors, on behalf of our clients. Additionally, we assisted our clients in generating over $447 million in non-ad valorem assessment revenue for critical infrastructure and services.

Over the past 29 years, Accenture has been involved in the development and implementation of over 300 special assessment programs, including over 150 fire assessment programs, and has created some of the most unique funding scenarios currently utilized. We have earned a reputation as a leader in the administration of special assessment programs. Accenture is regularly asked to maintain and privatize many of the functions previously performed by cities and counties in revenue management and collection. Currently, Accenture maintains over 75 assessment databases for clients on an annual basis. We also assist our clients with preparing and certifying annual assessment rolls for the tax collectors.

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Accenture U.S. Office Locations



Subconsultant: Nabors, Giblin & Nickerson, P.A. Firm Overview

Nabors, Giblin & Nickerson, P.A. ("NG&N" or "Firm") is a Florida-based law firm that specializes in local government representation. The Firm was established in 1984 so that its principals could focus their practice upon the representation of local governments on a statewide basis. The Firm currently has 27 attorneys located in three offices: Tallahassee, Tampa and Plantation.

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2. Approach to Municipal Financial and Assessment Studies

Our approach, which has been developed over a 29-year period, was garnered through numerous similar assessment projects involving over 150 Florida cities and counties. This not only reflects upon our vast experience on similar projects, but also lends great credibility to our recommendations to City staff, elected officials, and the public. In fact, we have been designated by the Courts as an expert in the development of special assessments and as such we are capable of providing competent, substantial evidence to support the case law requirements for using special assessments to fund the provision of vital services, such as fire protection services and capital infrastructure provided by the City. Being acknowledged by the Courts as experts in developing and defending special assessments, we are able to work with our clients to create an apportionment methodology that meets their specific goals while also satisfying case law requirements. In other words, we use the flexibility provided by the courts to assist our clients in meeting their objectives with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense.

Our team of project managers, consultants, and database analysts/programmers are vastly experienced in evaluating the unique and dynamic characteristics associated with local government and providing options for funding of vital services and capital infrastructure. We believe that the combination of our historical experience and the qualifications of our personnel allow Accenture to better develop solution-based strategies that are specifically tailored to successfully address the specific financial, operational, and governance problems faced by local government. As such, we believe that our firm brings together the best options, alternatives, and solutions in revenue enhancement capabilities.

Accenture (including legacy GSG) has also developed and maintained extensive relationships with the County Property Appraisers and Tax Collectors involved in our clients' special assessment programs. Accenture is recognized as a firm that understands the responsibilities and procedures of these Constitutional offices and as a result, can effectively utilize the ad valorem tax roll data required for the development of the special assessment programs. In fact, we can provide references from County Property Appraisers and Tax Collectors who can attest to our expertise. Due to the combination of our highly specialized and experienced database analysts and our familiarity with the data, no other firm can match the quality of our data analysis.

3. Project Team

We have structured our team to provide the City with on-the-ground local resources in an effort to provide the County with cost-effective access to the best possible technical expertise for this project. A successful project entails having the right staff – right when you need them.

Accenture will utilize the law firm of Nabors, Giblin & Nickerson, P.A. (NG&N) for legal review, oversight, and drafting of legal documents associated with this project.

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Sandi Neubarth will serve as the Project Director and will be the primary point of contact for this project. As Project Director, Ms. Neubarth will be overseeing the project and ensuring that the project is completed on time and within budget, as well as providing project quality control. Ms. Neubarth will also serve as the Senior Project Manager and will provide day-to-day interface/coordination of the project.

Ms. Neubarth will be supported by a diverse group of Accenture team members who will provide project consulting and advisory services; financial and statistical analyses; technical and database development and support services; and public relations support, as well as team members from NG&N who will be providing the necessary legal support services required for this project.

Heather J. Encinosa will provide the lead legal services on this project and will be assisted by Evan J. Rosenthal and Kirsten H. Mood. Between them, they have over 40 years' experience implementing special assessment programs and defending assessment methodologies.

Please see Accenture’s Project Team organization chart on the following page.

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Organization Chart



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Section 2. Qualifications of Staff

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1. Accenture Qualifications and Overview

Accenture has earned a reputation as a leader in the development, implementation and administration of fire protection special assessment programs. We believe that our experience throughout the State of Florida in developing unique funding and service delivery solutions, coupled with our specialization in government finance and taxation issues, will enable our firm to provide a fully developed and complete program that will satisfy the City's specific project requirements. As demonstrated throughout our proposal, we have the expertise, experience and in-house resources to complete this project on schedule and within budget.

What sets Accenture apart from other firms?

As demonstrated throughout this proposal, Accenture has developed and implemented more special assessment programs in the State of Florida than any other consulting firm. Accenture developed some of the first assessment programs in Florida and over the years we have continued to help write the laws for special assessments. What we believe differentiates us from other consulting firms is:

Accenture is recognized by the Courts as an expert in the development and implementation of special assessment programs.

Accenture is recognized by the Florida Department of Revenue, Property Appraisers and Tax Collectors as an expert in the area of assessment roll development and certification.

Accenture is recognized as the experts in alternative funding solutions by the Florida Association of Counties, Florida League of Cities, Florida City County Managers Association, and Florida Government Finance Officers Association.

Accenture has a proven track record of creating legally defensible special assessment programs and assisting its clients with successful implementation.

Accenture is experienced in the requirements for collecting non-ad valorem assessments on the tax bill.

Accenture knows what it takes to get the job done and will negotiate a lump sum fee based on the goals and objectives of our client. There are no hidden costs or add-ons.

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Accenture's vast experience means that we can successfully estimate the time required to perform the necessary tasks outlined in the scope of work for this RFP and will commit to a professional services fee negotiated as a result of this response. Our success rate lies in the strategies we use and tools developed over the years. Some of the strategies include:

- → Finalizing each project's scope of work before project initiation, which includes all tasks needed to accomplish the goals and objectives of our clients. We know what it takes to get the job done; we don't expect the client to know.
- → Negotiaing a lump sum fee arrangement based on the project's scope of work to ensure that there are no hidden costs for our clients.
- → Conducting a kick-off meeting with the client to discuss the project details.
- → Preparing a detailed Critical Events Schedule that outlines pertinent deliverables and project timelines.
- → Conducting regular project status meetings.
- → Helping our clients identify key stakeholders and address their specific issues to gain their support.
- → Providing overall project management services throughout the project.
- → Providing sound, reasoned advice and recommendations based on experience.
- → Identifying unique issues specific to each client to determine the most appropriate apportionment methodology. In other words, we create that "special sauce" needed to help our clients successfully implement its fire protection assessment program.
- → Obtaining a comprehensive understanding of the client's goals and objectives.
- → Providing drafts for review and input.
- → Working with our clients to develop a strategy to educate the public on the benefits of the various funding alternatives to gain public support for the program.
- → Briefing elected officials.
- → Providing quality control throughout the project.
- → Maintaining flexibility in working with the client to achieve the best results.

Some of the tools we have developed include:

- Prepare presentations for elected officials and the public on the findings of Accenture's special assessment study. The presentation serves to provide details and background about the assessment program in a manner that allows elected officials and the public to understand and become familiar with the program and how it benefits property owners.
- Develop informational brochures for our clients' use to provide additional information and educate the public on new and updated assessment programs and answer frequently asked questions.

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- Provide customer service phone bank training and materials to assist our clients in answering inquiries from the property owners after mailing first class notices. We also provide continued ongoing support to the customer service representatives throughout the first-class notice process.
- Provide guidance and reminders to the client to ensure that all statutory requirements are met.
- Provide special assessment roll database in an electronic format that gives our clients the ability to answer property owner questions about specific parcels of property.
- Create a Top 100 report that provides our client with detailed information on the top rate payers.
- Provide various rate scenarios and a database with property specific impacts under each scenario.
    - When working with clients that have multiple-funding sources for fire rescue services, Accenture can provide a proprietary interactive database that shows the impact of each funding source to property owners, as well as a summary of the total revenues by funding source based on various rate options. This allows our clients to find that "happy medium" between the various funding options and make informed decisions on the funding levels that works best for them.
- Development of a hardship exemption program to help property owners who cannot afford to pay the special assessment.
- Create a vacancy credit program for mobile home and recreational vehicle parks.

Special Assessment Qualifications

Accenture created some of the first assessment programs in the State and has assisted in writing the law for special assessments. Our approach to special assessment programs has been developed over a 29-year period through numerous projects involving many different Florida local governments. Not only does our experience and client recommendations reflect upon our great credibility, but also on the wealth of similar projects we have in our repertoire. In fact, Accenture has been designated by the Courts as an expert in the development of special assessments and capable of providing competent, substantial evidence to support the case law requirements for using special assessments to fund the provision of fire protection and other services.

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Accenture realizes that one size does not fit all when it comes to special assessment programs. Because of our experience and understanding of the legal requirements for special assessments, as acknowledged by the Courts, we have the ability to work with our clients to create unique and innovative apportionment methodologies that meet our clients' specific goals and satisfies case law requirements. In other words, we use the flexibility provided by the courts to assist our clients in meeting their objectives with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense.

While nobody likes to think about being sued, hiring a firm that has proven to be successful in defending the special assessment programs they develop provides a level of comfort that is unsurpassed. This is one of the reasons Accenture is the leader in development, implementation, and administration of special assessment programs. We have a proven track record of creating and implementing legally defensible special assessment programs.

Accenture stands apart from all other consulting firms who may submit responses to the City's RFP with regards to the firm's knowledge and experience in developing fire protection services apportionment methodologies.

- Accenture pioneered the development and implementation of the "Traditional" or historical demand-based methodology in 1996 and created the "gold standard" apportionment methodology for fire protection assessment programs in the State. The methodology developed for these programs was based upon the historical demand for fire protection services by analyzing fire rescue call incident data. This approach is widely used across the State as the standard methodology for fire protection special assessments. Over the past 29 years, Accenture has been involved in the development and implementation of over 150 fire assessment programs using the "Historical Demand" methodology.
  - While still using the historical demand methodology approach, we have developed variations to address unique client issues. These include:
    - Alternatives to the traditional rate categories.
    - Using actual square footage or square foot tiers for non-residential rate categories.
    - Providing a square foot cap for non-residential buildings based on resources available and NFPA standards.
    - Call Weighting – applying a weighting factor to each fire call based on various factors such as response protocol and duration of each call.
    - Creating Service Zones to address varying levels of services provided within the benefit area.
- Accenture also created an "Enhanced" or "Demand Capacity" methodology as an alternative methodology option that could be used by the City. The "Demand Capacity" methodology is based upon National Fire Protection Agency standards and accounts for the varying degrees of risk for each building within the jurisdiction based upon the quantity and

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potential combustibility of the building's contents, the use of the building, the size of the structure, the availability of any on-site fire mitigation measures and the fire department's established response protocols. Accenture assisted in the successful implementation of the "Demand Capacity" methodology in the City of Gainesville in 2010 and City of Ocoee in 2013 which was updated in 2025.

- Accenture also created the Demand-Availability methodology as an alternative methodology option that could be used by the City. The Demand-Availability methodology is a two tier rate structure that apportions the costs of fire protection services based on (1) demand – apportioning the costs to address the time spent in response to the fire protection calls; and (2) availability – apportioning the costs for the time the fire department was available to respond to primary structure fire incidents. Accenture assisted Marion County with successfully implementing the Demand-Availability methodology in 2006 which was updated in 2025.
- In May 2015, the Florida Supreme Court affirmed the "Availability" apportionment methodology for fire rescue services assessments. The availability methodology is essentially a two-tiered rate structure that allows local governments to use the value of structures as a method to allocate a portion of the costs of providing fire services.
- Because many of Accenture's clients are interested in exploring using the alternative methodologies, Accenture has developed various tools to help our clients review and analyze the impacts of various methodologies on tax parcels so that they can make an informed decision on how to move forward with funding fire protection services in the future.

Court Acknowledged Expert in the Area of Special Assessments

Accenture has been designated by the Courts as an expert in the development of special assessment programs. Accenture professionals have testified on numerous occasions as expert witnesses and defended the apportionment methodology and rationale utilized by local governmental agencies for their special assessment programs. Specifically, Accenture testified in the defense of the City of Boynton Beach in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

In Desiderio the Appellants attacked the City's fire special assessment program on the following grounds:

1. The assessment was for services that did not specifically benefit the burdened properties;
2. The City's apportionment methodology was arbitrary; and
3. The City impermissibly spent the assessment funds on unauthorized services and capital projects.

Based on evidence and testimony provided by Accenture, the Fourth DCA affirmed the final judgment in favor of the City as to each argument. The Courts determined that because of the thorough analysis conducted by Accenture and our understanding of the call data, parcel level

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data, budget and operations of the City's fire department, it was satisfied that the fire rescue special assessment developed by Accenture and implemented by the City met all of the case law criteria. See Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

Data Management Services

Accenture maintains full-time staff dedicated to providing technical support and creating specialized solutions directly for outside clientele, including various municipalities, counties, special districts, and local governmental entities. Annually Accenture provides data management services for over 75 programs statewide in the revenue management and reimbursement practice area.

Recognized as an Expert in Special Assessment Database Development and Certification

Accenture has developed and maintained extensive relationships with the County Property Appraisers and Tax Collectors involved in our clients' special assessment programs. Accenture is recognized as a firm that understands the responsibilities and procedures of these Constitutional offices and as a result, can effectively utilize the ad valorem tax roll data required for the development of the special assessment programs. We can provide references from County Property Appraisers and Tax Collectors who will attest to our expertise. Due to the combination of our highly specialized and experienced database analysts and our familiarity with the data, no other firm can match the quality of our data analysis.

As a matter of fact, based on recommendations by Property Appraisers, Tax Collectors and their vendors, in 2009 Accenture was contacted by the Florida Department of Revenue (FDOR) to assist with the design of the record layout for non-ad valorem assessment record keeping by the FDOR. Accenture is the only special assessment consulting firm that the FDOR contacted for input.

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2. Subconsultant

Nabors, Giblin & Nickerson, P.A.

Nabors, Giblin & Nickerson, P.A. ("NG&N" or "Firm") is a Florida-based law firm that specializes in local government representation. The Firm was established in 1984 so that its principals could focus their practice upon the representation of local governments on a statewide basis. The Firm currently has 27 attorneys located in three offices: Tallahassee, Tampa and Plantation.

One of the distinguishing characteristics of NG&N is its extensive representation of Florida local governments and the historical participation by its attorneys in shaping Florida local government statutory and case law. Such experience began with the creation of the constitutional and statutory home rule powers of municipalities and counties in the 1968 constitutional revision as further implemented by general law in the early 1970s. This experience and historical perspective is unparalleled in any other law firm. Thus, it is not by chance but by performance and reputation that NG&N has represented or currently represents, in some capacity, almost all counties and over 110 municipalities in the State of Florida. In addition, members of NG&N are also frequent lecturers at continuing education seminars on issues of local government law, including special assessments and creation of municipal service benefit and taxing units ("MSTUs" and MSBUs") sponsored by The Florida Bar and other local government law organizations. NG&N also regularly sponsors and presents seminars around the State regarding local government finance and tax which are regularly attended by city and county managers, city and county attorneys, department heads, elected officials and finance professionals.

NG&N was a pioneer in the development of special assessments as a home rule revenue source for Florida municipalities and counties. Beginning with the Florida Supreme Court decision in City of Boca Raton v. State, 595 So. 2d 25 (Fla. 1992) (which held that home rule powers were an alternative to general law provisions as the authority to impose special assessments) and continuing through Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997) (which distinguished between those services capable of being funded through special assessments from those required to be funded from taxes), NG&N has forged the development of the special assessment concept.

NG&N's success in the implementation of assessment programs begins with an approach which addresses the fundamental legal principles required for the proper imposition of non-ad valorem assessments by meeting legal sufficiency tests embodied in state statutory, regulatory and case law. This approach ensures that the funding approach developed is legally defensible and fairly and reasonably apportioned among the properties which receive the benefits. The recommended apportionment methodology necessarily differs depending on the service or facility being funded.

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For example, in the early 1990s, NG&N pioneered the creation of special assessment programs to fund fire rescue services. The methodology developed for these programs was based upon historical demand for fire rescue services by analyzing fire rescue call incident data. While not the only methodology available, this approach is now widely used across the State as the standard methodology for fire rescue special assessments.

Members of NGN are frequently called upon to prepare ordinances and resolutions associated with a wide variety of issues, including special assessments and establishing MSBUs and MSTUs. NGN's wealth of knowledge in drafting ordinances and resolutions would be put to use in serving the City.

NG&N has successfully implemented special assessment programs for over 125 local governments. In fact, Heather Encinosa provides ongoing special assessment legal services for Orange City for solid waste, stormwater and street lighting and assisted the City with road assessments in the past.

NG&N has also been instrumental in clarifying the authority of counties and cities to fund their fire rescue budgets with special assessment revenues and defending against challenges to assessment programs all the way to the Florida Supreme Court. At least one member of NG&N has served as trial or appellate counsel, or counsel for amicus curiae ("friend of the court") in many major local government tax and home rule decision during the last two decades in Florida. Attached as Appendix A is a representative list of NG&N's defense of special assessment programs for local governments.

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3. Project Team Key Personnel Qualifications

We have structured our team to provide the City with on-the-ground local resources in an effort to provide the City with cost-effective access to the best possible technical expertise for this project. A successful project entails having the right staff – right when you need them.

The Accenture Team meets and exceeds the minimum requirements, and more importantly, provides significant advantages to the City that are critical to this project. All team members have the capacity and are available to devote the time necessary for the success of this project.

Our team of project managers, consultants, attorneys and database analysts/programmers are vastly experienced in evaluating the unique and dynamic characteristics associated with local government and providing options for funding of vital fire protection services and capital infrastructure. We believe that the combination of our historical experience and the qualifications of our personnel allow Accenture to better develop solution-based strategies that are specifically tailored to successfully address the specific financial, operational, and governance problems faced by local government. As such, Accenture believes that our team brings together the best options, alternatives and innovative solutions in revenue enhancement capabilities.

The project team assembled for this project, as demonstrated by our resumes and experience, has the capability and capacity to successfully provide uniquely focused and individually structured service solutions that are carefully integrated with the specific needs of our clients. The project team members collectively have extensive experience working with state and local governments in the areas of budget, financial and economic analysis in general, as well as an emphasis on assessment programs (both service and capital), and alternative revenue solutions.



Sandi Neubarth will serve as the Project Director and will be the primary point of contact for this project. As Project Director, Ms. Neubarth will be overseeing the project and ensuring that the project is completed on time and within budget, as well as providing project quality control. Ms. Neubarth will also serve as the Senior Project Manager and will provide day-to-day interface/coordination of the project.

Ms. Neubarth will be supported by a diverse group of Accenture team members who will provide project consulting and advisory services; financial and statistical analyses; technical and database development and support services; and public relations support. The Accenture team members collectively have over 35 years' of experience developing and implementing special assessment programs. Team members from NG&N will be providing the necessary legal support services required for this project.

Heather J. Encinosa will provide the lead legal services on this project and will be assisted by **Evan J. Rosenthal** and **Kirsten H. Mood**. Between them, they have over 40 years' experience implementing special assessment programs and defending assessment methodologies.

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The project team assembled by Accenture offers the City the highest level of experience and expertise related to the services required by the City and Accenture has successfully worked with these team members on numerous assignments. We believe that it is very important to offer you a team that not only has unparalleled technical experience and expertise but also has proven experience working together on complex engagements to provide deliverables that meet clients' needs. We can say without hesitation that we know how to work together to meet your needs in a seamless manner.

The Team Members for this project include:

Key Personnel	Responsibilities	Years Experience	Percentage of Effort
ACCENTURE TEAM MEMBERS – 80% OF TOTAL PROJECT			
Sandi Neubarth, Director	Primary point of contact, program director and senior project manager	20	55% of program development; 25% of implementation, if desired
Danielle Hendry, Project Manager	Project manager, financial and statistical analysis.	5	15% of program development; 5% of implementation, if desired
Rebecca Trinidad, Project Manager	Project manager, available to assist with public relations support	1	5% implementation, if desired
Rashad Sapp, Senior Analyst	Technical and database development; development of fire assessment roll	6	20% of program development; 10% of implementation, if desired
Jean Vazquez-Rivera, Analyst	Technical and database development; development of fire assessment roll	3	10% of program development; 5% of implementation, if desired
Key Personnel	**Responsibilities**	**Years Experience**	**Percentage of Effort**
NG&N TEAM MEMBERS – 20% OF TOTAL PROJECT			
Heather Encinosa, Attorney	Legal Services	28	90% of legal review for program development; 50% of implementation, if desired
Evan Rosenthal, Attorney	Legal Services	12	5% of legal review for program development; available for implementation, if desired
Kirsten Mood, Attorney	Legal Services	10	5% of legal review for program development; available for implementation, if desired

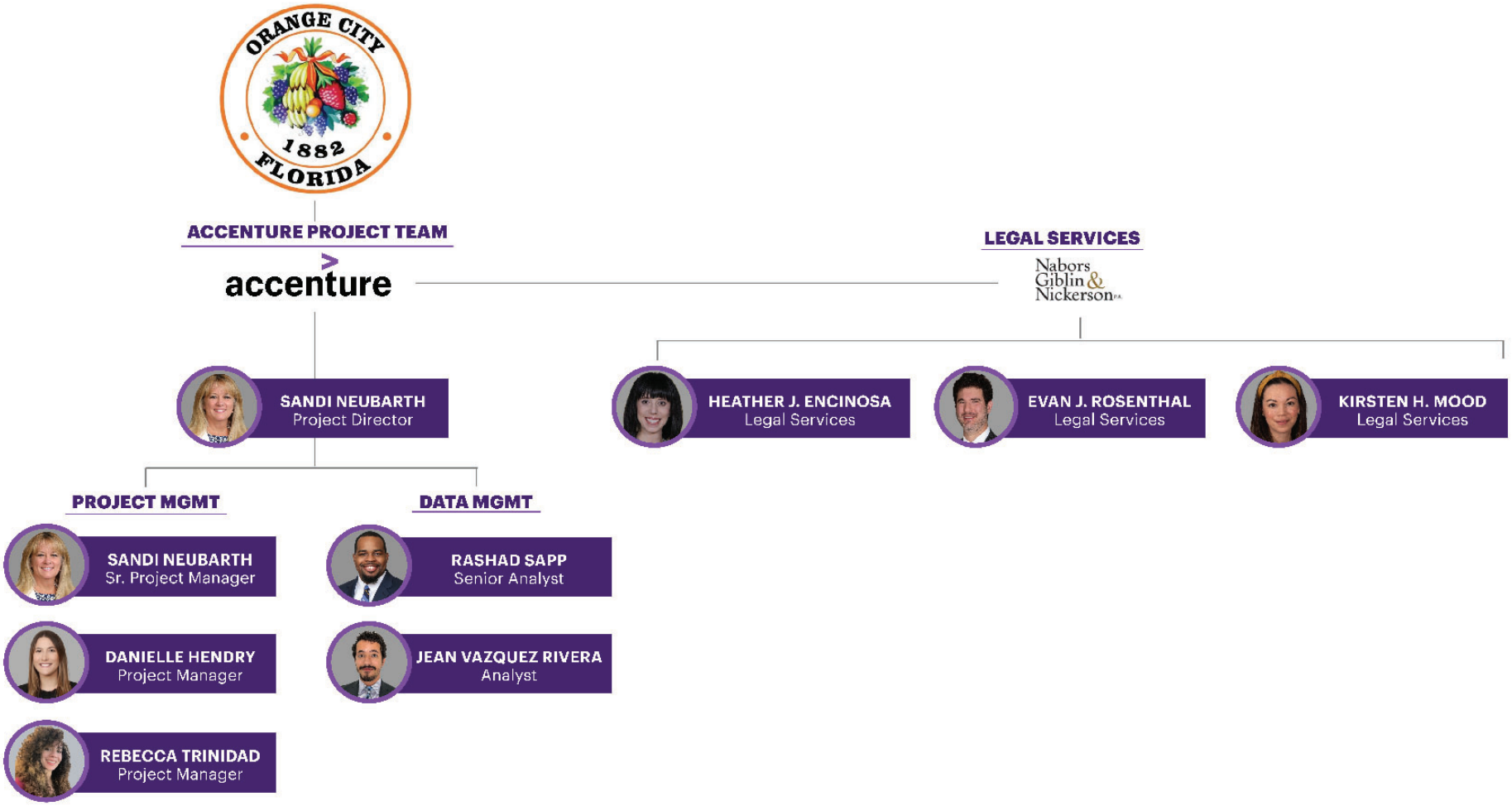
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All Team Members have the capacity and are available to assist with this project. Attached to this document as Appendix B is a list of the fire assessment projects the Accenture Team members have worked on.

Resumes with experience and license information of the Accenture and NG&N team members available to work on this project are provided in Appendix C.

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Organization Chart



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Section 3. Past Performance / Experience

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1. Project Experience

The following projects are similar to the services requested by the City. Accenture has long-standing relationships with all of these clients, and the City may contact any of them for references.

CITY OF OCOEE
FIRE ASSESSMENT PROGRAM

Description:

	Ocoee, FL
	City of Ocoee **Michael Rumer, Assistant City Manager** 1 N Bluford Ave, Ocoee, FL 34761 mrumer@ocoee.org (407) 905-3100
	2007-2008, 2012-2013, 2025

Accenture and NG&N were hired by the City of Ocoee in 2007 to assist the City in developing a fire rescue services assessment program that would be implemented in 2008. The City adopted a Fire Assessment Ordinance, an Initial Assessment Resolution and mailed first class notices to all property owners. However, at the final public hearing, the City decided not to move forward with implementation of the fire assessment program at that time.

In 2012, we were again engaged to assist the City to development a fire assessment program that would address the minor issues raised in 2008 and accordingly decided to develop and implement an enhanced assessment methodology developed by Accenture and based on a common index to compare fire flow requirements for each building within the City boundaries. Accenture worked with the City on all identified issues associated with the original assessment program and the demand capacity assessment methodology. Accenture provided several rate scenarios to reflect different funding levels from the fire assessments. The updated fire assessment program was implemented in September 2013 and collected on the November 2013 tax bill.

Accenture was hired by the City to update its fire assessment program in 2025 to account for changes in service delivery, increased costs, and continued legal defensibility.

NG&N provided legal review and oversight on this project.

Key Personnel

- **Sandi Neubarth** was the program director and project manager on the project.
- **Rashad Sapp** was the analyst on the project.
- **Heather Encinosa** provided legal support for the project.

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CITY OF NEWBERRY
FIRE PROTECTION ASSESSMENT PROGRAM

Description:

	Newberry, FL
	City of Newberry **Dallas Lee, Assistant City Manager/CFO** 25440 West Newberry Rd, Newberry, Florida 32669 DLee@NewberryFL.gov (352) 472-2161
	2002-present

In 2002, Accenture and NG&N assisted the City of Newberry in the development and implementation of a non-ad valorem assessment program to fund fire protection services. The fire assessment was collected on the November 2002 tax bill. The original program only had two rate categories (residential and non-residential) and was implemented at 12% of the total assessable budget.

In 2008, Accenture and NG&N assisted the City with updating the fire protection assessment program to include additional rate categories for non-residential (commercial, industrial/warehouse, institutional) and increased the non-residential square foot cap to account for growth in the City and increased levels of service. The updated fire assessment program was implemented for Fiscal Year 2008-09 at 17.5% of the total assessable budget.

Accenture and NG&N assisted the City in 2015 with updating the fire protection assessment program. The updated program once again increased the non-residential square foot cap due to increased levels of service. The updated fire assessment program was implemented for Fiscal Year 2015-16 at 42.5% of the total assessable budget.

In 2024, Accenture and NG&N assisted the City with updating the fire protection assessment program. The City had concerns that various properties were excessively utilizing the fire department resources and wanted to look at calculating rates that would account for the resources required in responding to fire calls. The program was developed utilizing a weighting factor to account for the personnel responding and duration of the call. A report was prepared and presented to the City; however, the City eventually decided not to move forward with the update and reimposed the rates based on the prior study.

Key Personnel

- **Sandi Neubarth** is the program director and project manager on this project.
- **Jean Vazquez-Rivera** is the analyst on the project.
- **Heather Encinosa** provides legal support for the project.

In 2025, Accenture and NG&N once again assisted the City with updating the fire protection assessment program based on the historical demand methodology without weighting. The City implemented the updated fire assessment program for Fiscal Year 2025-26 at 71.75% of the total assessable budget.

Since inception, Accenture and NG&N have been retained by the City to provide annual maintenance and legal services for the fire protection assessment program.

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CITY OF MINNEOLA
FIRE ASSESSMENT PROGRAM

Description:

	Minneola, FL
	City of Minneola **Mark Johnson, City Manager** 800 N Highway 27, Minneola, Florida 34715 mjohnson@minneola.us (352) 394-3598
	2008, 2012-present

Accenture was engaged by the City of Minneola in late 2008 to develop a fire assessment program for Fiscal Year 2009-10 that could be collected on the tax bill. Although Accenture conducted a thorough analysis of the provision of fire services in the City, the City made a policy decision not to move forward with implementation for Fiscal Year 2009-10.

In June 2012, Accenture was engaged by the City to assist with implementation of the fire assessment program for Fiscal Year 2012-13 that would be collected on the tax bill. With Accenture's assistance, the City successfully implemented the fire assessment program for Fiscal Year 2012-13 and has continued to reimposed the fire assessment every year.

In 2019 the City hired Accenture to update the fire assessment program to incorporate charging vacant land. The updated fire assessment program was implemented for Fiscal Year 2020-21.

In 2025 the City hired Accenture to update the fire assessment program to incorporate additional rate categories, including a church rate category. The updated fire assessment program was implemented for Fiscal Year 2025-26

Accenture has provided ongoing annual maintenance services to the City since the program's inception in 2012.

Key Personnel

- **Sandi Neubarth** is the program director and project manager on this project.
- **Jean Vazquez-Rivera** is the analyst on the project.

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CITY OF LAKE WALES
FIRE ASSESSMENT PROGRAM

Description:

In 2015, Accenture was engaged by the City of Lake Wales to assist with development and implementation of a non-ad valorem assessment program to fund fire protection services for Fiscal Year 2015-16. The fire assessment was collected on the November 2015 tax bill.

In June 2016, Accenture assisted the City with updating the fire assessment program to account for various residential rate categories including single family, multi-family and mobile homes. The updated program was implemented for Fiscal Year 2016-17 and collected on the November 2016 tax bill.

	Lake Wales, FL
	City of Lake Wales **Dorothy Abbott, Finance Director** **Vanessa Avellaneda, Assistant Finance Director** 201 W. Central Avenue Lake Wales, Florida 33853 dabbott@lakewalesfl.gov vavellaneda@lakewalesfl.gov (863) 678-4182
	2015-present

In 2025, the City hired Accenture to update the fire assessment program to account for changes in service delivery, increased costs, and continued legal defensibility. The updated program was implemented for Fiscal Year 2025-26 and collected on the November 2025 tax bill.

The apportionment methodology developed for the City of Lake Wales was a historical demand methodology with a weighting factor to account for call duration.

Accenture has provided ongoing annual maintenance services to the City since the program's inception in 2015.

Key Personnel

- **Sandi Neubarth** is the program director and project manager on this project.
- **Jean Vazquez-Rivera** is the analyst on the project.

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CITY OF EDGEWATER
FIRE ASSESSMENT PROGRAM

Description:

	Edgewater, FL
	City of Edgewater **Bridgette A. Vaissiere, Finance Director** 104 North Riverside Drive Edgewater, Florida 32132 bvaissiere@cityofedgewater.org (386) 424-2400 ext. 1301
	2021-present

In late 2021, Accenture was hire by the City of Edgewater to assist with development and implementation of a non-ad valorem assessment program to fund fire protection services for Fiscal Year 2022-23. The fire assessment program was implemented at 17% of the total assessable budget and provides an exemption for qualifying disable veterans. The City includes the fire assessment on the TRIM notice annually in lieu of sending out separate first class notices to property owners. The fire assessment was initially collected on the November 2022 tax bill and has continued to be collected on the tax bill since inception.

Accenture has provided ongoing annual maintenance services to the City since the program's inception in 2022.

Key Personnel

- **Sandi Neubarth** is the program director and project manager on this project.
- **Rashad Sapp** is the analyst on the project.

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LEVY COUNTY
FIRE ASSESSMENT PROGRAM

Description:

In 2004, Accenture assisted Levy County in the development and implementation of a non-ad valorem assessment program to fund fire protection services. The fire assessment was collected on the November 2004 tax bill.

Accenture assisted the County in 2007, 2012, 2018, and again in 2025 with updating its fire assessment program.

	Levy County, FL
	Levy County **Mary-Ellen Harper, County Manager** 310 School Street, Suite 112 Bronson, FL 32621 Harper-Mary-Ellen@LevyCounty.org (352) 486-5218
	2004-present

Since inception, Accenture has been retained by the County to provide annual maintenance services for all of its non-ad valorem assessment programs, including fire, solid waste, road maintenance, and EMS tax assessment.

NG&N provided legal review and oversight for the development and updated fire rescue assessment program and annually provides legal services for the County's non-ad valorem assessment programs.

Key Personnel

- **Sandi Neubarth** is the program director and project manager on the project.
- **Rashad Sapp** is the analyst on the project.
- **Heather Encinosa** provides legal support for the project.

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CITY OF GAINESVILLE
FIRE ASSESSMENT PROGRAM

Description:

	Gainesville, FL
	City of Gainesville **Joseph Shawn Hillhouse, Fire Chief** 1025 NE 13th Street Gainesville, FL 32601 HillhousJS@gainesvillefl.gov (352) 334-5078
	2008-present

Accenture was originally engaged by the City of Gainesville (City) in 2008 to assist the City in the development and implementation of a fire assessment program because of Accenture's success in the development and implementation of the City of Tallahassee's fire assessment program in 1998. Since both Tallahassee and Gainesville house large State universities in their boundaries, Gainesville was especially interested in "piggy-backing" the methodology and approach used in Tallahassee through Accenture's expertise. However, the City of Gainesville did not adopt the final assessment resolution in 2008 to implement the assessment program due primarily to issues related to policy decisions to charge institutional, tax-exempt properties such as religious and non-profit properties.

In 2010, Accenture was again engaged to assist the City in the development of a fire assessment program that would address the minor issues raised in 2008 and accordingly decided to develop and implement an enhanced assessment methodology developed by Accenture and based on a common index to compare fire flow requirements for each building within the City boundaries.

Accenture worked with the City on all identified issues associated with the original assessment program and the demand capacity assessment methodology. Accenture designed a program that addressed the university issues, institutional tax-exempt properties and property owners with financial hardships. Accenture also provided several rate scenarios to reflect different funding levels from the fire assessments.

The fire assessment program was implemented in July 2010 and Accenture assisted the City in the certification of the fire assessment roll in conformance with Chapter 197, Florida Statutes and provided assistance to City staff in the final close-out of the initial year of imposition.

In 2014, Accenture was retained to update the City's existing fire assessment program for Fiscal Year 2014-15 to ensure continued legal defensibility based on updated fire call data, tax roll data and proposed Fire Rescue Department budgets for the next 5 years. Accenture was once again retained to update the fire assessment program for Fiscal Year 2018-19.

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In 2022, Accenture was retained by the City to develop an updated fire assessment program and to make recommendations for a simplified apportionment methodology that was legally defensible and generated revenue for fire protection services. Accenture worked with City staff to develop a fire assessment methodology that is based on the historical demand for fire services and that charges all buildings based on the actual square footage of buildings, including residential buildings. The updated fire assessment program was implemented for Fiscal Year 2023-24.

Since inception, Accenture has been retained by the City to provide annual maintenance services.

Key Personnel

- **Sandi Neubarth** is the program director and project manager on the project.
- **Rashad Sapp** is the analyst on the project.

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Additional Fire Assessment Experience

Over the past 29 years, Accenture, formerly known as Government Services Group, Inc. or GSG, has worked with over 150 cities, counties and special districts in the State of Florida in the development and implementation of fire assessment programs. Included as Appendix D is a list of clients Accenture has worked with on fire assessment programs. The dates indicate the years that Accenture assisted the clients and the "*" represents those clients that did not implement due to policy decisions.

NG&N has successfully implemented special assessment programs for over 125 local governments. Attached as Appendix E is a chart listing all of the representative special assessment projects implemented by NG&N for the indicated local government.

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Section 5. References

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1. References

Client/Project	Contract Amount/Duration	Administrator	Contact Information
City of Ocoee, Fire Assessment Program	Accenture: $59,900 + Mailing $26,895 = $86,795 | NG&N: $17,500 | Total: $104,295 2007-2008, 2012-2013, 2025	Michael Rumer, Assistant City Manager	1 N Bluford Ave, Ocoee, FL 34761 mrumer@ocoee.org (407) 905-3100
City of Newberry, Fire Assessment Program	Accenture: $16,000 | NG&N: $8,000 | Total: $24,000 2002-present	Dallas Lee, Assistant City Manager/CFO	25440 West Newberry Rd, Newberry, Florida 32669 DLee@NewberryFL.gov (352) 472-2161
City of Edgewater, Fire Assessment Program	Accenture Program Development 2022: $50,000 | Accenture Annual Maintenance Services: $15,000 2021-present	Bridgette A. Vaissiere, Finance Director	104 North Riverside Drive Edgewater, Florida 32132 bvaissiere@cityofedgewater.org (386) 424-2400 ext. 1301

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Section 6. Project Approach

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1. Work Plan

Under our response, Accenture will provide consulting and project management services, data analysis and specialized assistance to the City in developing a fire assessment methodology with innovative methodology options that are legally defensible and will help the City achieve its goals and objectives.

The project approach outlined in this section has been designed and structured based on the experience of Accenture and the necessary work effort that we believe needs to be performed and completed to ensure the City the goal that the greatest likelihood of political and community acceptance will be achieved. To achieve this goal, Accenture's technical approach includes the ability to develop several different methodologies, calculate an unlimited number of rate scenarios, and provide the parcel specific impact of every methodology and rate scenario developed for each funding option.

We have several tools that we have made available to our clients; these tools have been developed over the past 29 years in response to specific requests by our clients or to address issues or concerns that have been identified in our experience with over 300 assessment programs. Some of the tools were developed to assist local government staff in educating the elected officials and the public regarding the need for the assessment program; some of the tools were developed to ensure that staff procedures conformed to all the statutory and legal requirements to successfully implement the program. Finally, some of the tools were developed to assist the decision-makers with the ability to determine the impact of the various budget, methodology, funding options, rates and policy decisions on property owners. These tools illustrate our technical approach and will be made available to the City, when Accenture is engaged for this project.

Our approach in conducting this project is very straightforward. Upon receiving notice to proceed, we will provide the City with a data request letter that contains the preliminary information Accenture will need to begin our analysis and understanding of the fire protection services provided by the City. We will then conduct an initial “kick off” meeting with City staff to review the project objectives, work plan, schedule and deliverables and ensure mutual understanding on as many aspects of the project as possible prior to proceeding. We will also identify any unique issues that may need to be reviewed and addressed. After conducting the “kick off” meeting, Accenture will provide the City with a detailed Critical Events Schedule that identifies all pertinent

Accenture's hands-on experience in designing, developing, and implementing unique funding and service delivery solutions for fire services, coupled with our specialization in government finance and taxation issues, enables us to provide a fully developed and complete program that will fully satisfy the City’s specific project requirements. As demonstrated throughout this proposal, Accenture has the expertise, immeasurable experience, and in-house resources to complete this project on schedule and within budget.

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deliverables along with a project timeline for completion.

We will collect data from City staff, including all project descriptions, fire rescue call incident data, fire rescue service delivery information, property appraiser data, plans for service and facility demands, current and future budget impacts, financial forecasts and capital improvements plan and all related source data. Accenture will review and analyze all data, making inquiries of City staff when necessary.

Once the review has been completed, Accenture will review results and discuss the tentative findings with City staff. Following this, Accenture will prepare revisions to the tentative analysis as needed.

Accenture will then formulate a draft Assessment Report that will be provided to City staff for review and discussion. The Assessment Report will provide fully researched and documented answers to the following questions:

1. **Which expenditures of the Fire Department can be assessed as a special non-ad valorem assessment against real property in the City?**
2. **How should the City apportion the fire assessment?**

The Assessment Report will also provide a comprehensive analysis of the City's Fire Protection revenue requirements, a five-year financial plan beginning with Fiscal Year 2026/27, analysis of the apportionment methodology, finding, recommendations, and rates.

Accenture will conduct one or more workshop meetings with the City Council and staff to review the draft Assessment Report and seek input. Various tools will be made available to staff and councilmembers as follows:

- Top rate payers for each land use type and the specific impact of various rate options.
- Interactive database that provides the impact for each methodology and rate scenario to every property in the City.
    - With summary impact information.

Presentation materials will also be provided that illustrate the specific impact of the various recommendations on individual land use types, with at least one example per land use category. Sufficient information will be provided to staff and council so that they can fully understand the impact of each option and make an informed decision. The Assessment Report will then be revised, as necessary, and a final report will be prepared.

Based on policy direction, Accenture and NG&N will assist the City with implementing the fire protection assessment program, and provide the final fire protection assessment roll to the Volusia County Property Appraiser for inclusion on the TRIM notice and to the Volusia County Tax Collector for collection on the November 2026 tax bill.

After implementation, a rate model in Excel will be provided to City staff for use in future updates. Final source files and procedural documentation will also be provided to City staff.

Below is a detailed description of the tasks necessary to design and develop the City's fire protection assessment program and assist with implementation of the fire protection assessment rates.

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Scope of Services

Task 1: **Evaluate Existing Data and Documents** Accenture will review and analyze existing City financial records, budgets, capital improvement programs, fire call data, service agreements, and property tax roll data. Assess the City's current and projected long-term fire service needs, level of service, and funding sources.

Task 2: **Determine Full Costs of Fire Protection Services:** Identify and evaluate the full costs of providing fire protection within Orange City, including direct and indirect expenses, personnel, facilities, equipment, and administrative overhead. Clearly segregate fire protection costs from non-assessable emergency medical services (EMS) and other unrelated functions.

Deliverable: *Five-Year proforma budget that identifies the fire protection assessable costs for the City.*

Task 3: **Analyze Call Data and Correlate with Property Characteristics** Review multi-year fire incident data and correlate each incident with the property classification and use data from the Volusia City Property Appraiser's tax roll. Analyze how service demand and readiness benefit each class of property.

Task 4: **Develop Assessment Apportionment Methodology** Develop a fair and reasonable method for apportioning assessable fire protection costs among benefited properties. Classify properties into appropriate categories (e.g., residential, commercial, industrial, vacant, etc.) based on use and benefit. Test the methodology for equity, reasonableness, and legal sufficiency.

Task 5: **Determine Assessment Rates and Pro Forma Revenues** Calculate proposed rates under multiple scenarios that meet the City's revenue requirements. Prepare pro forma revenues showing total collections by property class and evaluate the impact on representative parcels.

Task 6: **Prepare Assessment Report and Present Findings** Prepare a comprehensive Fire Protection Assessment Report summarizing the analysis, methodology, cost allocations, apportionment results, and proposed assessment rates. Present preliminary and final findings to City staff and the City Council for review and approval.

Deliverable: *Comprehensive Assessment Report detailing the apportionment methodology, findings and recommendations. PowerPoint presentation summarizing the assessment program, findings, rates, and recommendations for City staff, Council and the public.*

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Task 7: **Assist with Implementation (if authorized by Council)** Provide implementation support including drafting resolutions and ordinances, public notices, and other materials required for compliance with the Uniform Method of Collection under Florida Statute 197.3632. Coordinate with the Volusia City Property Appraiser and Tax Collector to prepare and certify the non-ad valorem assessment roll for inclusion on the tax bill.

Deliverable: *Draft ordinances (if necessary), resolutions and notices for implementation. As well as an assessment roll in the format prescribed by the Property Appraiser and Tax Collector.*

Task 8: **Provide Source Files and Documentation** Deliver all work product and source files, including editable copies of spreadsheets, models, databases, and documents in Microsoft Word and Excel formats. Provide a summary guide describing how to update the assessment in future years.

Deliverable: *Rate model in Excel, source files, and summary guide.*

Task 9: **Additional and Optional Services** At the City's request, provide ongoing support for public meetings, informational materials, challenges, and public protests. We would also be available, at the City's request, to update the assessment annually or serve as an expert witness as needed. Accenture's fees for additional services will be provided on a hourly fee basis or a negotiated lump sum.

Expectation for Involvement of City Staff

Our response to this RFP is based on the assumption that the City will be an active participant in collecting and providing the necessary information required to develop the assessment methodology. This special assessment program will utilize the Volusia County Property Appraiser's ad valorem tax roll information for properties within the assessment area, the City's current and future Fire Department budget, and the list of incidents included in the City's fire incident data.

The City will be responsible for conducting fieldwork for missing and/or incomplete ad valorem tax roll information and call incident information. Usually, missing tax roll information includes data related to building uses, missing dwelling units for apartment complexes, or missing square footage for institutional tax-exempt properties such as government buildings, churches, and school properties. Accenture will assist the City in determining the appropriate means and method for ascertaining and acquiring the required information.

Accenture also expects City staff to provide timely direction regarding the resolution of issues or assistance in obtaining additional data.

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2. Project Timeline

Event	Schedule
Notice to Proceed	January 2026
Kick-off Meeting/Data Collection	January - February 2026
Data Review and Analysis	February -- March 2026
Determine Requirements	February – March 2026
Call Data Analysis	February – March 2026
Develop Preliminary Assessment Database	February – April 2026
Develop Apportionment Methodology	March – April 2026
Calculate Pro-Forma Assessment Rates	March – May 2026
Draft Report	April - May 2026
Present Assessment Report and Finding	May – June 2026
Deliver Final Assessment Report	June - July 2026
Adopt Amended Ordinance, if necessary	May – June 2026
Adopt Initial Assessment Resolution	June July 2026
Submit TRIM Roll to Property Appraiser	July 2026
Publish and Mailed Notice	July – August 2026
Adopt Final Assessment Resolution	August – September 2026
Certify Fire Assessment Roll to Tax Collector	by September 15, 2026

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Section 7. Required Documents

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SECTION 7 – REQUIRED FORMS

PROPOSER SUBMITTAL CHECKLIST

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

✓ Form 7.1 – Proposer's Certification

✓ Form 7.2 – Drug-Free Workplace Certification

✓ Form 7.3 – Americans With Disabilities Act Affidavit

✓ Form 7.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)

✓ Form 7.5 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

✓ Form 7.6 – Scrutinized Companies Affidavit Form

✓ Form 7.7 – Criminal History Evaluation Affidavit Form

✓ Form 7.8 – Non-Collusion Affidavit Form

✓ Form 7.9 – Project References Form

✓ Form 7.10 – Conflict of Interest Form

✓ Form 7.11 – E-Verify System Registration Affidavit Form (Including Proof of Registration)

✓ Form 7.12 – Company Information Form

✓ Form 7.13 – Subcontractor/Subconsultant Listing Form

✓ Current W-9 Form

✓ Evidence of Insurance as detailed in Section 4 of this bid.

✓ Copy of current professional license(s).

✓ Copy of current County and/or City Business Tax Receipt.

✓ Submission of one (1) original marked "ORIGINAL" and one (1) identical electronic copy on a USB.

PROPOSERS'S NAME: Accenture Infrastructure and Capital Projects, LLC

This document must be completed and returned with your Submittal

7.1 – PROPOSER'S CERTIFICATION

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

SUBMITTALS DUE: **Thursday, December 18, 2025** TIME: **2:00 P.M., Local Time**

PROPOSERS'S NAME: Accenture Infrastructure and Capital Projects, LLC

City of Orange City
Purchasing Division
229 E. Graves Avenue
Orange City, Florida 32763

I have carefully examined the Request for Proposal (RFP) including Instructions to Proposers, Terms and Conditions, Special Conditions, Scope of Work and/or Specifications, and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in this RFP at the prices provided in this submission. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in the proposal submittal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City or of any other Company interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the Scope of Work and/or Specifications for the designated services and understanding the Terms and Conditions for contract under which services will be performed, does hereby propose to furnish all labor, supervision, equipment and material to provide the services set forth in the RFP.

PROPOSAL FORM (Schedule of Values) – Proposal Form must be included with completed proposal package. An electronic Proposal Form may be available as a separate locked Excel spreadsheet for download. Instructions for saving the electronic Proposal Form: *Open Proposal Form, perform "file save as" and save spreadsheet to your computer. Fill in unit pricing in highlighted column, which will formulate the extended pricing total.*

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal submission.

Addendum #	1	Date:	12/16/2025	Addendum #		Date:	
Addendum #		Date:		Addendum #		Date:	

7.1 – PROPOSER'S CERTIFICATION (CONTINUED)

The undersigned further declares that the work will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the submission non-responsive.

Company Name: Accenture Infrastructure and Capital Projects, LLC

Contact Person / Title: Corey Burbach, Managing Director

Mailing Address: 529 E. Crown Point Road

City: Ocoee State: FL Zip: 34761

Phone: 949.680.9232 Fax: _____

E-Mail: corey.burbach@accenture.com

Federal Identification Number: 90-0855728

Authorized Signature: _____

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025, by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

_____ _____
Signature of Notary Public - State of Maryland Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

This document must be completed and returned with your Submittal

7.2 – DRUG-FREE WORKPLACE CERTIFICATION

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Accenture Infrastructure and Capital Projects, LLC (print or type name of business) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

1. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

2. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

3. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

4. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

5. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

6. "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

(Authorized Signature)

Corey Burbach, Managing Director
(Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025, by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

Signature of Notary Public - State of Maryland

Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

This document must be completed and returned with your Submittal

7.3 – AMERICANS WITH DISABILITIES ACT AFFIDAVIT

P275-0-2025/MHH - FIRE ASSESSMENT FEE STUDY

By executing this Certification, the undersigned CONTRACTOR certifies that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Orange City (CITY).

CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (AFA), 42 USC s. 12101*et seq.* It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Signature of Affiant

12/10/2025
Date

Corey Burbach
Typed or Printed Name of Affiant

Managing Director
Title

STATE OF Maryland`

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025 by Corey Burbach,

as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

Signature of Notary Public - State of Maryland

Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

This document must be completed and returned with your Submittal

7.4 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

Before me, the undersigned County, personally appeared via remote notarization, who, being by me first duly sworn, made the following statement:

1. The business address of Accenture Infrastructure and Capital Projects, LLC (name of Offeror or business) is 529 E. Crown Point Road, Ocoee, FL 34761.

2. My relationship to Accenture (name of Offeror or business) is Managing Director (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~ **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____ Corey Burbach, Managing Director
(Authorized Signature) (Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025, by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

_____ _____
Signature of Notary Public - State of Maryland Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

This document must be completed and returned with your Submittal

7.5 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant (Contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

   b. Have not within a 3-year period preceding this solicitation been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transactions or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, briber, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a 3-year period preceding this solicitation had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

_____ Corey Burbach, Managing Director

(Authorized Signature) (Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025, by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

_____ _____

Signature of Notary Public - State of Maryland Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

This document must be completed and returned with your Submittal

7.6 – SCRUTINIZED COMPANIES AFFIDAVIT

P275-0-2025/MHH - FIRE ASSESSMENT FEE STUDY

CITY shall not enter or renew a contract if CONTRACTOR is on the Boycott Israel List or engaged in such boycotting (Sec.215.4725, F.S. (2023) or if a contract value is one million or more, and is on the Scrutinized Companies with Activities in Sudan List/Iran Petroleum Energy Sector List, or engaged in business with Cube or Syria (NOTE: there are exceptions under certain conditions).

"Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended."

(Authorized Signature)

Corey Burbach, Managing Director
(Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025 by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

Signature of Notary Public - State of Maryland

Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

7.7 - COMPLIANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS APPLICABLE TO CRIMINAL HISTORY EVALUATION REQUIRED BY THE CITY OF ORANGE CITY

P275-0-2025/MHH - FIRE ASSESSMENT FEE STUDY

Reference: 166.0442 FL Statutes

Contractors who have access to City owned and/or operated facilities designated by the City to be critical to security of public safety shall comply with the following security measures:

1. Contractors and each of their employees shall, as and when required by the City, wear an identification badge which provides the name of the employee and the Contractor.

2. Contractors shall provide within forty-eight (48) hours of the City's request, a list of employees and subcontractors who will have access to City sites and/or facilities, their working days, times and assignments. Additionally, the City reserves the right to require the inclusion of individual addresses, social security numbers and driver's license numbers including State of issuance for employees and subcontractors identified above.

3. The Contractor shall cause each employee and subcontractor deemed by the City to be functioning in a position critical to the security and/or public safety of the City to comply with procedures outlined below by submitting their fingerprints to the Florida Department of Law Enforcement for state criminal history evaluation.

If a Contractor or Contractor's employee refuses to authorize the release of their address, social security number, licenses and/or to participate in the criminal history record checks when required by the City, they shall not be allowed to work or continue to work in or on such critical position(s) or project(s). Reports which reflect incidents in an individual's background will be addressed and resolved on a case-by-case basis.

_____ Corey Burbach, Managing Director

(Authorized Signature) (Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025 by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

_____ _____

Signature of Notary Public - State of Maryland Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

7.8 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF ORANGE CITY EMPLOYEES

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

Accenture Infrastructure and Capital Projects, LLC,* being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the City or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

Corey Burbach, Managing Director
(Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025, by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

Signature of Notary Public - State of Maryland

Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

7.9 – PROJECT REFERENCES

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

Please provide three (3) current references from clients for projects similar in size and services. (All reference information including email and phone number(s) MUST be current and verified by PROPOSER prior to submission).

1.	Company Name:	City of Ocoee
	Contact Person:	Michael Rumer, Assistant City Manager
	City, State:	Ocoee, FL
	Telephone Number:	407-905-3100
	Email Address:	mrumer@ocoee.org
	Description of goods or services provided:	Fire Assessment Program
	Contract Amount:	Accenture $59,900 + Mailing $26,895 = $86,795 | NG&N $17,500 | Total: $104,295
	Start/End Date of Contract:	2007-2008, 2012-2013, 2025
2.	Company Name:	City of Newberry
	Contact Person:	Dallas Lee, Assistant City Manager/CFO
	City, State:	Newberry, FL
	Telephone Number:	352-472-2161
	Email Address:	DLee@NewberryFL.gov
	Description of goods or services provided:	Fire Assessment Program
	Contract Amount:	Accenture: $16,000 | NG&N : $8,000 | Total: $24,0000
	Start/End Date of Contract:	2002-present
3.	Company Name:	City of Edgewater
	Contact Person:	Bridgette A. Vaissiere, Finance Director
	City, State:	Edgewater, FL
	Telephone Number:	386-424-2400 ext. 1301
	Email Address:	bvaissiere@cityofedgewater.org
	Description of goods or services provided:	Fire Assessment Program
	Contract Amount:	Accenture, 2022 Update: $50,000 | Accenture, Annual Maintenance Services: $15,000
	Start/End Date of Contract:	2021-present

This document must be completed and returned with your Submittal

7.10 – PROPOSER CONFLICT OF INTEREST STATEMENT

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

1. Corey Burbach of Accenture Infrastructure and Capital Projects, LLC deposes and states that
   Name of Affiant Name of Company
2. The above-named entity is submitting an Expression of Interest for the City of Orange City project identified below.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of the City of Orange City.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Orange City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Orange City in writing.

(Authorized Signature) Corey Burbach, Managing Director
(Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 20___, by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

Signature of Notary Public - State of Maryland
Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification. Type of Identification Produced: _____

This document must be completed and returned with your Submittal

7.11 – E-VERIFY SYSTEM REGISTRATION AFFIDAVIT

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

I hereby certify that Accenture Infrastructure and Capital Projects, LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify System.

Company's registration number in the E-Verify System is 1485724.

(Authorized Signature)

Corey Burbach, Managing Director
(Printed or Typed Name and Title)

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 10th day of December, 2025, by Corey Burbach, as Managing Director for Accenture Infrastructure and Capital Projects, LLC whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby find the Corporation/LLC.

ORLANTHA LOPEZ HOES
Notary Public - State of Maryland
Frederick County
My Commission Expires Apr 15, 2028

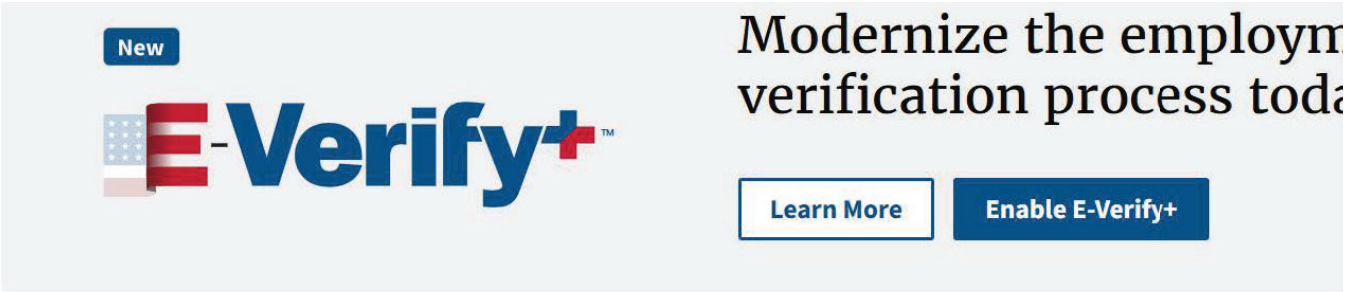
Signature of Notary Public - State of Maryland

Print, Type, or Stamp Commissioned Name of Notary Public

☑ Personally Known ☐ or Produced Identification.

Type of Identification Produced: _____

This document must be completed and returned with your Submittal



My Company Profile

Company Information

Company Name
Accenture Infrastructure & Capital Projects

Doing Business As (DBA) Name

Company ID
1485724

Enrollment Date
Jan 03, 2020

Employer Identification Number (EIN)
900855728

Unique Entity Identifier (UEI)

7.12 – COMPANY INFORMATION FORM

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

Name of Individual or Business Name:

Accenture Infrastructure and Capital Projects, LLC

Parent Company Name (if different than above):

Accenture LLP

Taxpayer Identification Number (TIN): 90-0855728

Contractor is:
(x) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Permanent Residence/Corporate Office Address:

Address 529 E. Crown Point Road

City Ocoee State FL Zip Code 34761

Phone 949.680.9232 Fax_____

E-mail corey.burbach@accenture.com

Payment Address (if different from above):

Address_____

City _____ State _____ Zip Code _____

Phone _____ Fax_____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax_____

E-mail _____

Current W-9 Attached? Yes X

This document must be completed and returned with your Submittal

7.13 – SUBCONTRACTOR/SUBCONSULTANT LISTING

P275-0-2025/MHH – FIRE ASSESSMENT FEE STUDY

The City reserves the right to approve all subcontractors/subconsultants for any City project. If subcontractors/subconsultants are to be utilized, their names, percentage of work to be performed, cost and W/MBE status must be included in the initial proposal. Responsibility for the performance of the contract remains with the Prime Contractor exclusively. Subcontractors/subconsultants may be added to a project during the contract period only with PRIOR WRITTEN APPROVAL from the City.

Name, address and phone number of subcontractor(s) or subconsultant(s)	**Type of license and license number of subcontractor(s) or subconsultant(s)**	**Percentage of Work to be performed by and Estimated Cost to be paid to the subcontractor(s) or subconsultant(s)**	**Description of the Work to be performed by the subcontractor(s) or subconsultant(s)**	**Is the subcontractor(s) or subconsultant(s) a registered MBE or MWBE?**
Nabors, Giblin & Nickerson, P.A. 1500 Mahan Drive, Suite 200 Tallahassee, Florida 32308 (850) 224-4070	Florida Bar: Heather J. Encinosa: No. 105082 Kirsten H. Mood: No. 115595 Evan J. Rosenthal No. 106643	20% $18,000	Legal review and oversight	No

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Accenture LLP

2 Business name/disregarded entity name, if different from above.

Disregarded Entity Name: Accenture Infrastructure and Capital Projects, LLC EIN: 90-0855728

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☑ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

529 E. Crown Point Road, Suite 170

Requester's name and address (optional)

6 City, state, and ZIP code

Ocoee, FL 34761

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	2	–	0	5	4	2	9	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** December 23, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Zurich Ins Co	40142
INSURER B:	Zurich American Ins Co	16535
INSURER C:	Allianz Global Risks US Insurance Co.	35300
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Accenture Infrastructure
and Capital Projects LLC
1255 Treat Blvd #250
Walnut Creek CA 94597 USA

COVERAGES **CERTIFICATE NUMBER:** 570116956413 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			GLO937619222	11/15/2025	11/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $1,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP 9376191 22	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC929926224 WC - AOS WC929926324 WC - MA, NM, WI	01/01/2025 01/01/2025	01/01/2026 01/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	E&O - Professional Liability - Primary			USZ000017250 Claims-Made SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EachClaim/Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP P275-0-2025/MHH. Cross Liability coverage is included in the General Liability policy. City of Orange City, its officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions. Should General Liability and Automobile Liability policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

City Of Orange City
Purchasing Division
229 E. Graves Avenue
Orange City FL 32763 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570116956413

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Person or Organization required by written contract or agreement.	All locations and All Operations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization required by written contract or agreement.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Business License

*Accenture has submitted a a Business License Application with the City of Orange City, FL, and we will provide the City with the business license upon receipt. The firm's Secretary of State Registration Certificate and Active Business information are attached.

mailed 32411

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H25000095496 3)))

H250000954963ABC7

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6383

From:
Account Name : COMPUTERSHARE
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)214-8442

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN

ANSER ADVISORY MANAGEMENT, LLC

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	$25.00

RECEIVED
2025 MAR 13 PM 3:31
OFFICE OF SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2025 MAR 13 AM 9:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu Corporate Filing Menu Help

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN FLORIDA

SECTION I (1-4 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of State: Anser Advisory Management, LLC

Enter new principal office address, if applicable: _____

(Principal office address MUST BE A STREET ADDRESS) _____

_____

Enter new mailing address, if applicable: _____

(Mailing address MAY BE A POST OFFICE BOX) _____

_____

2025 MAR 13 AM 9:41 FILED

2. The Florida document number of this limited liability company is: M21000003244

3. Jurisdiction of its organization: CA

4. Date authorized to do business in Florida: 03/19/2021

SECTION II (5-9 complete only the applicable changes)

5. New name of the limited liability company: Accenture Infrastructure and Capital Projects, LLC
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____
Enter Florida Street Address

_____, **Florida** _____
City *Zip Code*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

_____
If Changing Registered Agent, Signature of New Registered Agent

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

_____

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

_____

Title/ Capacity	Name	Address	Type of Action
_____	_____	_____	☐Add
		_____	☐Remove
_____	_____	_____	☐Add
		_____	☐Remove
_____	_____	_____	☐Add
		_____	☐Remove
_____	_____	_____	☐Add
		_____	☐Remove
_____	_____	_____	☐Add
		_____	☐Remove

9. Attached is a certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

/s/ Robert F Goldman

Signature of the authorized representative

Robert F Goldman, Authorized Representative

Typed or printed name of signee

Filing Fee: $25.00

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC
Entity No.:	201913710118
Registration Date:	05/29/2012
Entity Type:	Limited Liability Company - CA
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 03, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 280906122

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

Detail by Entity Name

Foreign Limited Liability Company
ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC

Filing Information

Document Number	M21000003244
FEI/EIN Number	90-0855728
Date Filed	03/19/2021
State	CA
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	03/13/2025
Event Effective Date	NONE

Principal Address

500 W. Madison St.
Chicago, IL 60661

Changed: 04/24/2024

Mailing Address

500 W. Madison St.
Chicago, IL 60661

Changed: 04/24/2024

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
N PALM BEACH, FL 33408

Name Changed: 01/03/2024

Address Changed: 01/03/2024

Authorized Person(s) Detail

Name & Address

Title Member

Anser Advisory, LLC
500 W. Madison St.
Chicago, IL 60661

Business Tax Receipt

*Accenture has submitted an application to the City of Orange City, FL for a Business Tax Receipt which we will provide to the City upon receipt. Attached is our application for the Business Tax Receipt.

TO ALL APPLICANTS

Building
386-775-5423

City Clerk
386-775-5403

City Manager
386-775-5408

Community Info.
386-775-5410

Finance
386-775-5430

Fire
386-775-5460

Human Resources
386-775-5457

Parks & Rec.
386-775-5454

Planning
386-775-5415

Police
386-775-9999

Public Works
386-775-5453

Utilities Billing
386-775-5444

Welcome to the City of Orange City! The following is important information regarding your local business tax application. Please read it carefully before completing and feel free to call us if you have any questions. You may wish to keep this information in a safe place for future reference.

♦ Please ensure that all of the forms in your application packet are filled out completely. The following information should be attached to the application when it is returned:

- A copy of any required state license for yourself, your business, or your employees.
- A copy of your fictitious name registration from the Department of State and/or proof of registration of your corporation. Sunbiz.org

We will not accept any applications without all of the required information

Once your application has been returned to the City Clerk's Office, it will be reviewed by the Planning Department and the Fire Marshall will visit your business location to perform an inspection excluding a home-based business. This process generally takes approximately three to four weeks.

♦ Your packet contains a Business Sign form which should be completed even if your business will not have any signs. Sign permits are issued by the Building Department. Sign fees vary to size and will be added, it is imperative that you inform the City Clerk's office once the sign is installed.

It is strongly advised that businesses verify zoning regulations based upon type of business selected prior to obtaining business tax receipt. Contact the Development Services Department at 386-775-5415 for sign regulations and 386-775-5417 for zoning questions

♦ There is a $15 application fee for a commercial business and $40 application fee for home-based businesses. These fees are non-refundable and are payable at the time your application is submitted to the Clerk's Office.

♦ All city business taxes are payable on October 1st of each year. Reminder notices are sent out in July and payment must be received by September 30th to avoid penalties per Florida Statute 205.053.

♦ Please note that it is a violation of City Code to operate a business in the City of Orange City without first paying your local business taxes and obtaining a business tax receipt. Failure to obtain your business tax receipt prior to the commencement of business will result in a penalty equal to 25% of the taxes due.

You will be notified when your business tax receipt is ready to be picked up. Payment will be due at that time.

LOCAL BUSINESS TAX APPLICATION

City of Orange City

205 E. Graves Avenue ◆ Orange City, Florida 32763 ◆ 386-775-5403

CHECK THE FOLLOWING WHICH APPLIES: □ Landlord □ Add Classification. □ Change Classification
□ NEW/Commercial □ NEW/Home-Based Business **I acknowledge receipt of Home Office Restrictions**. _____(Initial)
TRANSFER: □ Name □ Location □ Ownership

Transferred From: _____

FILING THIS APPLICATION FOR LOCAL BUSINESS TAXES DOES NOT ALLOW APPLICANT TO OPERATE OR ENGAGE IN ANY TYPE OF BUSINESS UNTIL A LOCAL BUSINESS TAX RECEIPT IS ISSUED TO THE APPLICANT. ANY PERSON, FIRM OR CORPORATION WHO SHALL ENGAGE IN ANY BUSINESS, PROFESSION OR OCCUPATION WITHOUT A LOCAL BUSINESS TAX RECEIPT SHALL BE PUNISHED IN ACCORDANCE WITH CITY CODE.

PLEASE TYPE OR PRINT CLEARLY:

1. Name of Business Accenture Infrastructure and Capital Projects, LLC
2. Address of Business 529 E Crown Point Road, Suite #170
   City Ocoee State FL Zip 34761 Business Phone (312 693-805
3. Email Address: alejandro.m.lagunas@accenture.com Date open in Orange City 01/01/2026 - OUT OF STATE LICENSE
4. Mailing Address for Business 500 W. Madison St. Floor 21, Chicago, IL 60661
5. Additional Information: (If Applicable) State License # or Fictitious Registration # (Attach Copy) _____
   (If Restaurants/Cafes) _____ Value of Inventory (If Merchant Category) _____
   Chairs/Seats
   Number of Employees 1

   Disabled Veteran □ 65 years old or older □ Physically Disabled □ Widow with minor dependents □
   Reason for Fictitious Name Exemption: □ Licensed Professional □ First & Last Name Used □ Incorporated
   □ Other _____
6. Describe Operation of Business / Profession at This Location: Management Consulting Services

CERTIFICATION: I CERTIFY THAT ALL THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I ACKNOWLEDGE THAT A LOCAL BUSINESS TAX RECEIPT ISSUED PURSUANT TO THIS APPLICATION DOES NOT WAIVE REQUIREMENTS OF ANY CITY, COUNTY, STATE OR FEDERAL ORDINANCE, STATUTE OR REGULATION THAT I MUST MEET PRIOR TO ENTERING INTO THE BUSINESS, PROFESSION OR OCCUPATION FOR WHICH THE LOCAL BUSINESS TAX RECEIPT IS SOUGHT. I WILL COMPLY WITH ALL SUCH REQUIREMENTS, AND UNDERSTAND THAT FAILURE TO DO SO IS PUNISHABLE IN ACCORDANCE WITH CITY CODE. UNDER PENALTIES OF PERJURY, I DECLARE I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Alejandro M. Lagunas
Signature of Applicant

Alejandro Lagunas
Print Name

Tax Manager
Title

12/04/2025
Date

For Official Use Only

	Class	Bus Tax	Transfer	Late Fee	Total		
□ Business Tax						**Date Issued**	Approved: _____ Fire Marshall/Date
□ Transfer							
□ Relocate							
□_____	Application Fee and/or Home						
	Fire Inspection Fee					Total Paid $_____	
	Sign Permit Fee						

OWNERSHIP INFORMATION
Please Print

***LEGAL AUTHORITY*: Florida Statute 205.0535(6) –** NO BUSINESS TAX RECEIPT SHALL BE ISSUED UNLESS THE FEDERAL EMPLOYER INDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER IS OBTAINED FROM THE PERSON(S) TO BE TAXED.

SOLE OWNER/PARTNERS/CO-OWNERS

PRIMARY OWNER NAME Accenture LLP PHONE 312.693.8053

ADDRESS 500 W. Madison St. Fl 21 CITY Chicago STATE IL ZIP CODE 60661

LAST FOUR OF SOCIAL SECURITY NO 2904

SECONDARY OWNER NAME _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

LAST FOUR OF SOCIAL SECURITY NO _____

CORPORATION/LLC/LP/P.A.

CORPORATION NAME _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

FED ID# _____

CORPORATE OFFICERS

NAME Sammy Awad TITLE Vice President - Tax Matters

HOME ADDRESS 500 W. Madison St. Fl 21

CITY Chicago STATE IL ZIP 60661 PHONE 312.693.8053

****

NAME _____ TITLE _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

****

NAME _____ TITLE _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

BUSINESS SIGNS

You must obtain a permit for any signs at your business. Sign permits are issued by the Building Department. The Orange City Code of Ordinances states that, "Sign means any object, device, display, structure, supporting structure or part thereof situated outdoors or indoors that is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, religious group, product, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images."

I certify that I will have a sign: YES [ ] NO [X]

You will need to contact the City Clerk's office as soon as a sign is installed

Business Name: Accenture Infrastructure and Capital Projects, LLC

Business Address: 529 E. Crown Point Road, Suite #170, Ocoee, FL 34761 - OUT OF TOWN LICENSE

Applicant Name: Alejandro M. Lagunas

Telephone Number: (312) 693.8053

Signature: Alejandro M. Lagunas

Date: 12/04/2025

ORANGE CITY POLICE
DEPARTMENT
207 NORTH HOLLY
AVENUE ORANGE
CITY, FLORIDA 32763
(386) 775-9999

Accenture Inf

BUSINESS/MERCHANT EMERGENCY CONTACT FORM

BUSINESS NAME: Accenture Infrastructure and Capital Projects, LLC

BUSINESS PHYSICAL ADDRESS: 529 E. Crown Point Road, Suite #170, Ocoee, FL 34761 - OUT OF TOWN LICENSE

BUSINESS TELEPHONE WITH AREA CODE: (312) 693-8053

BUSINESS EMAIL ADDRESS: Alejandro.m.lagunas@accenture.com

BUSINESS OWNER NAME: Accenture LLP

BUSINESS OWNER MAILING ADDRESS: 500 W. Madison St. Fl 21, Chicago, IL 60661

Emergency Contact #1: Alejandro Lagunas	**Telephone** Number: (312.) 693.8053	**Business title (if applicable):** Tax Manager
Emergency Contact #2:	**Telephone Number:** ( ) _____	**Business title (if applicable):**
Emergency Contact #3:	**Telephone Number:** ( ) _____	**Business title (if applicable):**
Alarm Companies Name:	**Telephone Number:** ( ) _____	

Orange City Fire Department
Pre-Incident Planning Worksheet

Business Name: Accenture Infrastructure and Capital Projects, LLC

Business Address: 529 E. Crown Point Road, Ocoee, FL 34761 - OUT OF TOWN LICENSE Unit # 170

Business Manager: _____

Business Phone: 312. 693.8053 Home Phone: _____

Home Address: 500 W. Madison St. Fl 21, Chicago, IL 60661

Property Owner: N/A

Address: N/A Phone No. _____

Square feet: _____ Building height (stories): _____

Fire alarm (yes/no): _____ Fire Sprinkler System (yes/no): _____

Alarm Company Name: _____ Phone No._____

List any hazardous materials (flammable, combustible, gas, toxic, etc.):

N/A

_____

List at least two emergency contacts (you may include yourself):

(1) Alejandro.m.lagunas@accenture.com 312.693.8053
(Name) (Phone number)

Key Holder (yes/no) NO

(2) _____ _____
(Name) (Phone number)

Key Holder (yes/no)_____

HEALTH DEPARTMENT NOTICE!

INFORMATION FOR APPROVAL OF EXISTING SEPTIC SYSTEM FOR A CHANGE OF BUSINESS.TENNANT OR OWNERSHIP

Florida Statute 381.0065 requires that all businesses that use a septic tank system for sewage disposal obtain approval from the local health department any time that there is a change in the business owner, business type or a tenant. Septic tank systems are specifically sized based on the type of business that is connected to the system. Changes in business operations can increase the sewage flow, or change the sewage characteristics and that may cause premature septic system failure resulting *in* a sanitary nuisance and expensive repairs. The approval process for a new business or tenants is listed below.

1) Complete an application for an Existing Septic system approval. You will need to know the Parcel ID Number, size of the property, property legal description, property owner and address, zoning, source of drinking water and list the type of business(s) at the location. Also, note on the application what the previous use or operation was for the building or suite multi- tenant building.

2) Submit with the application, a site plan drawn to scale of the property. The site plan must show where the septic system is located, any wells on the property and all buildings, parking areas, ditches, ponds or other surface water.

3) The septic tank, if not pumped out in the past three years, must be pumped. Bring a receipt for this printout with you to our office. This receipt must indicate the tank capacity in gallons and the condition of the tank.

4) Pay the necessary approval fee. Any building that has been vacant for more than one year is required to have the septic system brought into compliance with the current code. Any system not meeting specific code setbacks, systems that have been paved over or under parking areas, systems in failure or systems that have 'been repaired without a permit, will not be approved and must be corrected prior to approval.

Contact the following offices for more information regarding Existing Septic System approvals. PLEASE DO NOT START RENOVATION OR REMODELING OF YOUR BUSINESS UNTIL WE HAVE **APPROVED** THE SEPTIC SYSTEM FOR USE. THE APPROVAL OF THE Septic SYSTEM DOES NOT GUARANTEE FUNCTION FOR ANY SPECIFIC PERIOD OF TIME AND ALL OTHER STATE, COUNTY AND/OR CITY BUJLDING AND CODE REQUIREMENTS MUST BE IN COMPLIANCE.

Daytona Beach office	1845 Holsonback Drive	386-274-0694
New Smyrna Beach office	717 Canal Street	386-424-2061
DeLand office	121 N. Rich Ave.	386-822-6250

FIRE DEPARTMENT INSPECTION REQUIREMENTS

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. IF THESE REQUIREMENTS ARE NOT MET, THE ISSUANCE OF YOUR LOCAL BUSINESS TAX RECEIPT MAY BE DELAYED. ADDITIONAL FEES MAY BE CHARGED IF THE FIRE MARSHALL HAS TO MAKE MORE THAN ONE INSPECTION.

- Inspections for new businesses are **not conducted on vacant units.** Furnishings, machinery, etc. should be in place. Electric power should be on at the unit to check the operation of exit and emergency lighting.

- State Statutes require that all buildings have address numbers posted visible from the roadway. If necessary, post address on a sign. Numbers shall be a minimum of 3" and in contrasting colors.

- **Certified portable fire extinguishers must be available at the time of inspection, or the inspection will be discontinued.** A Home business requires a 1A-10-BC; all other businesses require a 3A-40-BC. These must be certified by a licensed technician (the Fire Department does not perform this) and mounted a minimum of 4" from the ground, and a maximum height of 5'. The average travel distance for these is 75' unimpeded, accessible and visible.

- All electric breakers shall be identified and panels shall have a minimum of 36" clearance in front and 10" around. **Extension cords are prohibited as a substitute for permanent wiring.** Surge protectors are allowed for small accessories, not heavy appliances (refrigerators, microwaves, etc.). Multi-plug adapters are prohibited.

- Exit lights shall be illuminated (all bulbs). Emergency lights shall be tested monthly by the business for not less than 30 seconds and a record kept for the Fire Department's review.

- Exit doors shall have no more than 2 simple means of unlocking (no burglar bars). A minimum of 36" is required between isles. A clear path shall be maintained concurring with the width of the exit. Stock, temporary or otherwise, shall not encroach upon egress and exits. Stock shall have a minimum 18" clearance from sprinkler heads. Fire doors shall not be "propped" open.

- A minimum one-hour separation wall shall divide occupancies. If vehicles or other hazards are stored, then a two-hour separation or more may be required.

- A qualified person shall maintain fire suppression systems. Systems shall be certified annually or more if required. These systems include, but are not limited to: spray booths, commercial cooking, and sprinklers.

- Fire Alarm systems shall be maintained and certified by a qualified person. A copy of the fire alarm plan shall be kept on-site. The Fire Department shall be notified if the system is out of service immediately. Alarm company service providers shall forward a copy of all maintenance, test, and inspections to the Fire Department.

- Hazardous materials shall be used and stored in accordance with manufacturer recommendations, state and local laws/ordinances. MSDS shall be provided.

- No spraying of flammable/combustible liquids without a spray room or spray booth in accordance with NFPA 33. This includes auto body products and flammable/combustible cabinet glues for woodworking shops.

- Housekeeping shall be maintained.

- Fire lanes shall be maintained and are not for receiving. Rear doors should be used for this purpose when applicable. These lanes are for fire, medical and other uses.

Appendices / Additional Information

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Appendix A

NG&N Special Defense Projects

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Nabors, Giblin & Nickerson, P.A.
Defense of Special Assessment Programs for Local Governments

- United Ranches Against SAD, Inc., et al. v. City of Parkland, Case No. CACE25004587 (17th Judicial Circuit). Representation of the City of Parkland regarding a challenge to special assessment in the Ranches Subdivision for maintenance and repairs of roads and drainage.

- PBT Real Estate, LLC v. Town of Palm Beach, et al., Case No. 9:17-cv-81254-DMM (USDC -SD); Case No. 18-13920 (USCA, 11th Circuit); Case No. 19-11264-EE (USCA, 11th Circuit). Represented the Town of Palm Beach in an action challenging the validity of special assessments for the Town-Wide Underground Utilities Project.

- Florida Manufactured Housing Association, Inc., et al. vs. Marion County, et al., Case No. 03-2128-CA-G (5th Judicial Circuit). Represented Marion County in an action challenging a residential and commercial solid waste special assessment.

- Raydient LLC, et al. v. Nassau County, Florida, Case No. 2018 CA 000467 (4th Judicial Circuit). Represented Nassau County regarding a suit by property owners within the ENCPA MSTU contesting the ability of the County to levy the taxes for recreational purposes within the Unit.

- Okaloosa County v. State of Florida, Case No. 2008-CA-6280 (1st Judicial Circuit); Donovan, et al. v. Okaloosa County, Florida, Case No. SC10-794 (Florida Supreme Court). Represented Okaloosa County in a bond validation proceeding challenging Beach Restoration Assessments.

- Orlando Sun Resort & Spa, LLC v. Osceola County, Florida, Case No. 2018 CA 3090 OC (9th Judicial Circuit). Represent Osceola County in an action challenging fire-rescue assessments.

- John Long vs. Polk County, Florida, Case No. 2005-CA-003243 (10th Judicial Circuit). Represented Polk County in a challenge to MSTU for Parks and Recreational Facilities and MSTU for Library Facilities and Programs.

- Citizens Action Committee of Cape Coral Incorporated vs. The City of Cape Coral, Case No. 04-CA-000729 (20th Judicial Circuit), Case No. 2D06-2228 (Fla. 2nd DCA). Represented the City of Cape Coral in an action challenging a special assessment to fund a capital improvement; Florida Sunshine Act; Notice, and Collection Issue.

- Community Self Storage, LLC v. City of Cape Coral, Case No. 06-CA-006185(20th Judicial Circuit). Represented the City of Cape Coral in an action challenging a special assessment for construction, funding and distribution of irrigation water, wastewater collection and potable water.

- William P. and Janet B. Deile v. City of Cape Coral
  Case No. 06-CA-005413 (20th Judicial Circuit)
- Robert Sylvester, et al. vs. City of Cape Coral
  Case No. 06-CA-005417 (20th Judicial Circuit)

- Robert Sylvester vs. City of Cape Coral
  Case No. 08-CA-008436 (20th Judicial Circuit)
  Represented the City of Cape Coral in consolidated actions challenging a special assessment for construction, funding and distribution of irrigation water, wastewater collection and potable water.

- James David Cowart, et al. v. Jackson County, et al., Case No. 2015 CA 000358 (14th Judicial Circuit). Represent Jackson County in a challenge to a neighborhood special assessment program originally imposed by the County in 1988.

- Compass Lake in the Hills Property Owners Association, Inc. v. Compass Lake in the Hills Municipal Services Taxing Unit, et al., Case No. 2016-CA-000029 (14th Judicial Circuit). Represent Jackson County in a challenge to actions taken by the County regarding a neighborhood special assessment program originally imposed by the County in 1988.

- Carl H. Martin, et al. v. Lake County, Florida, et al., Case No. 2009-CA-5295 (5th Judicial Circuit). Represent Lake County in an action challenging EMS and EMS Training special assessments.

- Patrick Donnelly vs. Marion County, et al., Case No. 00-1327-CA G (5th Judicial Circuit), Case No. 03-2270-CAK (5th Judicial Circuit). Represented Marion County in actions challenging a special assessment for fire protection and community resource facilities.

- Florida Manufactured Housing Association, Inc., et al. vs. Marion County, et al., Case No. 03-2013-CA-G (5th Judicial Circuit), Case No. 5D07-3980 (Fla. 5th DCA). Represented Marion County in an action challenging a fire rescue services special assessment.

- Deborah W. Techentin v. Marion County, et al., Case No. 42-2007-CA-001553 (5th Judicial Circuit). Represented Marion County in an action challenging a special assessment for road improvements.

- Warren R. Smith v. Marion County, et al., Case No. 42-2010-CA-002056 (5th Judicial Circuit), Case No. 5D11-2298 (5th DCA), Case No. SC 12-2038 (Fla. Sup. Ct.). Represented Marion County in an action challenging a special assessment for road improvements.

- Richard C. Davis, et al. v. Marion County, et al., Case No. 2010-CA-003983 (5th Judicial Circuit), Case No. 5D11-1597 (5th DCA), Case No. SC 12-2038 (Fla. Sup. Ct.). Represented Marion County in an action challenging a special assessment for road improvements.

- Joseph Kent Koeval, et al. v. Marion County, et al., Case No. 09-5991-CA-G (5th Judicial Circuit), Case No. 5D11-2297 (5th DCA), Case No. SC 12-2038 (Fla. Sup. Ct.). Represented Marion County in an action challenging special assessments for road improvements.

- Monroe County, Florida vs. The State of Florida, Case No. 2013 CA 000521 (16th Judicial Circuit). Represented Monroe County in a validation proceeding concerning the validity of assessments for wastewater system.

- Polk County RV Park Owners Assoc. vs. Polk County, Case No. GC-G-01-3577 (10th Judicial Circuit). Represented Polk County in an action regarding fire assessments.

- Virginia Britt, et al. vs. City of Tamarac, Case No. 00019741 (17th Judicial Circuit), Case No. 4D05-1709 (Fla. 4th DCA). Represented City of Tamarac in an action challenging the validity of assessment for emergency medical services.

- McConaghey v. City of Pembroke Pines, Case No. 07-023975 CACE (17th Judicial Circuit). Represented the City of Pembroke Pines in an action contesting the apportionment of fire assessments in a consolidated Fire/EMS Program for the City of Pembroke Pines.

- Boynton Beach Alliance, et al. v. The City of Boynton Beach, Case No. CA 02-01704 (15th Judicial Circuit). Acted as advisor to the City of Boynton Beach in an action contesting the validity of its Fire Rescue Special Assessments.

- City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001). Represented the City of Winter Springs in an action to validate home rule special assessments imposed to fund new signs, landscaping and streetlights for a planned unit development subdivision.

- Dryden v. Madison County, 727 So. 2d 245 (Fla. 1999). Represented Madison County in an action that confirmed that a "good faith exception" may be exercised by local governments when their special assessments are invalidated and avoid having to refund all amounts collected if the local governments collected these special assessments in a good faith belief of their lawfulness.

- Escambia County v. Bell, 717 So. 2d 85 (Fla. 1st DCA 1998). Represented Escambia County in an action where it was held that a county had the absolute right to utilize the uniform non-ad valorem collection process upon compliance with the statutory provisions and that the duty of the tax collector was ministerial and thus such constitutional officer could not interfere with the utilization of such collection method for the collection of lawfully imposed special assessments.

- State v. Sarasota County, 693 So. 2d 546 (Fla. 1997). Represented Sarasota County in an action that affirmed a stormwater special assessment methodology which included developed and undeveloped properties in the calculation of the special assessment amount; validated the ability to include the cost of delinquent special assessments in the amount assessed for the following year against all property within an assessed area.

- Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997). Represented Lake County in an action that explained that a special benefit to property is present, in the special assessment context, when a logical relationship exists between the special assessment program and property; upheld the use of special assessments for consolidated fire protection services on a countywide basis.

- Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995). Represented Sarasota County in an action upholding the validity of various special assessments. The case established the standard to be applied to legislative findings of benefit and fair apportionment used in evaluating the validity of a special assessment.

- Harris v. Wilson, 693 So. 2d 945 (Fla. 1997). Represented Lake County in an action that reconfirmed the conclusion in Sarasota County v. Sarasota Church of Christ, 667 So. 2d 180 (Fla. 1995), that legislative findings on special benefit and fair and reasonable apportionment will be upheld unless they are proven to be arbitrary; court also affirmed the First District Court of Appeal's validation of the County's solid waste disposal special assessments.

- City of Boca Raton v. State, 595 So. 2d 25 (Fla. 1992). Represented the City in an action that established the special benefit and fair apportionment requirements for the lawful imposition of special assessments by local governments and held that Chapter 170, Florida Statutes, was a general law alternative to the home rule power to impose special assessments.

Appendix B
Accenture Team Fire Projects

Fire Assessment Program	Accenture Team Members Involved
Alachua County*	Sandi Neubarth
Arcadia, City of*	Sandi Neubarth
Atlantis, City of	Sandi Neubarth, Rashad Sapp
Avon Park, City of	Sandi Neubarth
Bay County*	Sandi Neubarth
Boynton Beach, City of	Sandi Neubarth, Rashad Sapp
Brevard County	Sandi Neubarth
Bronson, Town of	Sandi Neubarth, Jean Vazquez-Rivera
Casselberry, City of*	Sandi Neubarth
Chiefland, City of	Sandi Neubarth, Jean Vazquez-Rivera
Citrus County	Sandi Neubarth, Rashad Sapp
Coral Gables	Sandi Neubarth, Jean Vazquez-Rivera, Rashad Sapp
Coral Springs, City of	Sandi Neubarth
Davie, Town of	Sandi Neubarth
Deerfield Beach, City of	Sandi Neubarth, Danielle Hendry
Destin Fire Control District*	Sandi Neubarth
Dixie County	Sandi Neubarth, Rashad Sapp
Dundee, Town of	Sandi Neubarth, Rashad Sapp
Edgewater, City of	Sandi Neubarth, Rashad Sapp
Englewood Area Fire Control District	Sandi Neubarth, Rashad Sapp
Eustis, City of*	Sandi Neubarth, Rashad Sapp
Fort Lauderdale, City of	Sandi Neubarth
Fort Meade, City of	Sandi Neubarth
Fort Walton Beach, City of	Sandi Neubarth, Rashad Sapp
Frostproof, City of	Sandi Neubarth, Jean Vazquez-Rivera
Fruitland Park, City of	Sandi Neubarth, Jean Vazquez-Rivera
Gainesville, City of	Sandi Neubarth, Rashad Sapp
Gilchrist County	Sandi Neubarth
Glades County*	Sandi Neubarth
Greater Naples Fire Rescue District*	Sandi Neubarth
Greenacres, City of*	Sandi Neubarth
Hardee County	Sandi Neubarth
Hialeah, City of*	Sandi Neubarth, Rashad Sapp
High Springs, City of	Sandi Neubarth, Jean Vazquez-Rivera
Highland Park, Village of	Sandi Neubarth, Jean Vazquez-Rivera
Highlands County	Sandi Neubarth, Rashad Sapp
Holley-Navarre Fire District	Sandi Neubarth, Rashad Sapp

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Fire Assessment Program	Accenture Team Members Involved
Hollywood, City of	Sandi Neubarth
Holmes County*	Sandi Neubarth
Inglis, Town of	Sandi Neubarth, Jean Vazquez-Rivera
Jefferson County	Sandi Neubarth
Jupiter, Town of	Sandi Neubarth, Jean Vazquez-Rivera
Kenneth City, Town of	Sandi Neubarth, Rashad Sapp
Lake County	Sandi Neubarth
Lake Wales, City of	Sandi Neubarth, Jean Vazquez-Rivera
Lake Worth, City of*	Sandi Neubarth
Lauderhill, City of	Sandi Neubarth
Leesburg, City of	Sandi Neubarth, Jean Vazquez-Rivera
Leon County	Sandi Neubarth
Levy County	Sandi Neubarth, Rashad Sapp
Madison County	Sandi Neubarth
Margate, City of	Sandi Neubarth, Rashad Sapp
Marianna, City of	Sandi Neubarth
Marion County	Sandi Neubarth
Mascotte, City of	Sandi Neubarth, Jean Vazquez-Rivera
Mexico Beach, City of	Sandi Neubarth
Miami-Dade County*	Sandi Neubarth
Midway Fire District*	Sandi Neubarth, Rashad Sapp, Jean Vazquez-Rivera
Minneola, City of	Sandi Neubarth, Jean Vazquez-Rivera
Miramar, City of	Sandi Neubarth
Monroe County*	Sandi Neubarth
Montverde, Town of	Sandi Neubarth
Mount Dora, City of	Sandi Neubarth, Jean Vazquez-Rivera
Nassau County*	Sandi Neubarth
Newberry, City of	Sandi Neubarth, Jean Vazquez-Rivera
North Collier Fire Control and Rescue District*	Sandi Neubarth
North Lauderdale, City of	Sandi Neubarth, Danielle Hendry
Oakland Park, City of	Sandi Neubarth
Ocoee, City of	Sandi Neubarth
Orange County*	Sandi Neubarth
Osceola County	Sandi Neubarth, Rashad Sapp
Pace Fire District	Sandi Neubarth, Jean Vazquez-Rivera
Panama City	Sandi Neubarth, Rashad Sapp
Pembroke Pines, City of	Sandi Neubarth
Pensacola, City of*	Sandi Neubarth
Pinellas Suncoast Fire & Rescue District	Sandi Neubarth, Jean Vazquez-Rivera
Pompano Beach, City of	Sandi Neubarth
Port Orange, City of*	Sandi Neubarth
Putnam County*	Sandi Neubarth

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Fire Assessment Program	Accenture Team Members Involved
Riviera Beach, City of*	Sandi Neubarth, Rashad Sapp
Sarasota County	Sandi Neubarth, Rashad Sapp
Sebring, City of	Sandi Neubarth, Jean Vazquez-Rivera
St. Augustine, City of	Sandi Neubarth
St. Lucie County Fire District*	Sandi Neubarth
Suwannee County	Sandi Neubarth, Rashad Sapp
Tallahassee, City of	Sandi Neubarth
Tamarac, City of	Sandi Neubarth
Tavares, City of	Sandi Neubarth
Temple Terrace, City of*	Sandi Neubarth
Trenton, City of	Sandi Neubarth
Umatilla, City of	Sandi Neubarth, Jean Vazquez-Rivera
Wakulla County	Sandi Neubarth
Walton County	Sandi Neubarth
Washington County	Sandi Neubarth
West Palm Beach, City of	Sandi Neubarth, Rashad Sapp
Williston, City of	Sandi Neubarth, Jean Vazquez-Rivera
Wilton Manors	Sandi Neubarth
Alachua County*	Sandi Neubarth
Arcadia, City of*	Sandi Neubarth

**based on policy decision, the program was not implemented*

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Appendix C

Team Resumes

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Sandi Neubarth

Project Director/Senior Program Manager

accenture

Education

Bachelor of Science (BS) in Criminology from Florida State university (FSU)

Course work towards: Master's degree in Public Administration from FSU

Years of Experience

28

Sandi Neubarth is the Director and Senior Program Manager for the Strategy Grants and Compliance Division at Accenture Infrastructure and Capital Projects, LLC (Accenture). Ms. Neubarth has vast knowledge of the development, implementation and maintenance of special assessment programs and database maintenance for Accenture clients. With over 28 years of local government experience, Ms. Neubarth has directed more than 1,000 special assessment programs. The new and annually recurring projects she has facilitated fund essential services and capital infrastructure for over 30 counties and 65 cities throughout Florida. She possesses a qualified understanding of the necessary technical and logistical interaction with constitutional officers and policy; a key element in the successful implementation of the uniform method of non-ad valorem assessment collections outlined under Chapter 197, Florida Statutes.

Ms. Neubarth has served as the project manager on over 500 service and capital assessment programs for governmental entities throughout Florida. Along with her vast knowledge of special assessments, Ms. Neubarth has over 17 years in the legal field with over nine years of experience as a paralegal to law firms representing various governmental entities.

Ms. Neubarth has been designated by the Court as an "expert" in the development and implementation of government special assessment programs and other alternative revenue sources. She has testified as an expert witness and demonstrated knowledge of the special benefit and the fair and reasonable apportionment required to meet case law requirements for a valid special assessment program.Representative Experience

PROFESSIONAL EXPERIENCE

- Over 28 years of experience working with local governments.
- 15+ years supervisory experience.

- Over 17 years of civil litigation experience, including federal and state court litigation and FCHR/EEOC administration proceedings; 9 years paralegal experience.
- Over 20 years project manager experience.
- Over 20 years project coordination experience, providing quality control and project oversight.
- Administered the submission of competent, substantial evidence to support case law requirements for using special assessments to fund the provision of stormwater, fire, and other services.
- Delivered numerous presentations to city and county elected officials on topics related to non-ad valorem assessment programs and other alternative funding and service delivery issues.

ACCOMPLISHMENTS

- Serves as liaison for internal departments for complete support, coordination of workflow and project scheduling.
- Involved in the development of over 300 special assessment programs including fire services, stormwater services, street lighting services, neighborhood improvements, roadway improvements, water and wastewater services, and canal dredging projects.
- Develop training materials and conduct training sessions for special assessment customer service phone banks.
- Created and maintains checklists to ensure all legal requirements are met, eliminating possible program risks.
- Established a project tracking system for monitoring status and quality control.

LITIGATION ACCOMPLISHMENTS

M. David Moallem, et al. v. City of Palm Bay, et. al., Case No. 05-2017-CA-37868, consolidated with City of Palm Bay, Florida v. State of Florida, et al., Case No. 05-2017-CA-041041, in the 18th Judicial Circuit, Brevard County, Florida *Testified for City of Palm Bay, Florida*



Danielle Hendry

Project Manager

accenture

Education

Bachelor of Science, Communication, University of North Florida, Jacksonville, FL

Years of Experience

5

Danielle is a specialized project manager with experience supporting government municipalities across the nation to manage a range of funding sources. Danielle become more efficient and focused on project analysis and program and infrastructure funding. Danielle has helped clients create and implement the processes and policies necessary for greater human and financial resource efficiency.

Representative Experience

American Rescue Plan Consulting Services, North Lauderdale, FL

The City of North Lauderdale hired our team as comprehensive Program Managers for its ARPA funding, beginning with the development of its needs assessment and Spending Plan. The Accenture team is currently assisting with all aspects of program implementation for both its community assistance programs and capital projects. Danielle helped lead the City of North Lauderdale in allocating their American Rescue Plan Act (ARPA) funding. Working closely with representatives from the City, she developed and implemented multiple community programs and infrastructure projects based on eligible and complaint-friendly uses of the ARPA funds. Components of these programs included: Development of eligibility criteria and deliverables for allowable programs or services, Pre-Award eligibility determination, Application review to prevent duplication of benefits and ensure eligibility of applicants (Individuals, Non-Profit, and Small Business), Individual and small business assistance, Ongoing grants management and development of post-award compliance checklist and documentation retention, Communications Plan and Social Media Development, Presentations and Deliverables of ongoing programs at Informational Sessions.

Emergency Rental Assistance Program (ERAP), State of Florida

Danielle assisted in leading the Department of Children and Families (DCF) through an all-inclusive ERAP program for COVID economic recovery effort. She performed reviews of hundreds of applications aligning the documentation to the U.S. Treasury policies. For this

project, Danielle led a team of specialists working to document applicant eligibility, applicant reimbursement, reported project status, and provide technical support.

American Rescue Plan Act (ARPA), Brooksville, FL
The Strategy, Grants & Compliance team was selected to provide oversight and compliance for the City's ARPA funding. The team has helped to create a comprehensive grant policy document to comply with ARPA rules. Additional scope includes financial review meetings, budget reconciliation, monitoring services for sub-recipient programs, audit requests, testing on City ARPA and Federal grant expenditures for compliance, expenditure reporting, and creation of audit-ready packages. Danielle manages the City of Brooksville team to lead on compliance, oversight, and reporting of their ARPA funding. We worked closely with representatives from the city in developing the projects to be implemented with ARPA funding. Danielle provides quarterly reports and tracks annual expenditures throughout the life of the funding.

Community Development Block Grant (CDBG), SUIP, & SHIP Grant Administration Services, Wakulla County, FL
The team is assisting the County with administering federal funds to rehabilitate homes for low-to-moderate income households. As the program administrator, the Accenture team ensures the project activities, components, documents and procedures conform to CDBG regulations. Danielle leads team to administer the Florida Department of Environmental Protection State SUIP on behalf of Wakulla County. Program obligations include tracking projects and individual progress, award expenditures, and vendor compliance.



Rebecca Trinidad

Project Manager

accenture

Education

Bachelor of Arts, Psychology, Florida State University

Associate of Arts, General, Tallahassee Community College

Years of Experience

8

Rebecca Trinidad is a dedicated professional with a proven track record in grant administration, project management, and operations analysis. She is skilled in coordinating diverse initiatives, fostering partnerships, and ensuring compliance with regulatory standards. She has a demonstrated ability to streamline processes, enhance efficiency, and drive organizational objectives. Rebecca is a proficient communicator and skilled writer adept at leveraging social media platforms and graphic design to drive marketing initiatives

Representative Experience

HUD Consolidation, Assistant Project Manager, City of Tallahassee, FL
Rebecca researched and updated the City of Tallahassee NRSA plan for 2025 using Census and HUD data.

FEMA Recovery Compliance, Assistant Project Manager, School District of Lee County, Lee County, FL
Rebecca used graphic design skills to rebrand reports that still reflected to subsidiary that Accenture acquired and performed compliance reviews.

SWAP/TRIC, Project Coordinator, Boston, MA
Rebecca's primary duty has been to reach out to residents in the client's area in Massachusetts, giving them information on affordable housing procedures and directing them towards agencies and resources for assistance. The project covered the following areas in Boston: Hopkinton, Medfield, Medway, Milton, Norwood, and Sharon.

Florida Fish and Wildlife Conservation Commission, Traditional Section 6 Grant Administrator Tallahassee, FL
Rebecca administered grants and budgets for listed and at-risk species conservation. She coordinated with federal agencies and

multi-state committees. Rebecca prepared and submitted federal reports and grant applications. She managed project coordination, cost sheets, and data analysis. Rebecca liaised with state partners and stakeholders to prioritize projects.

Florida Fish and Wildlife Conservation Commission, OPS Operations Analyst, Tallahassee, FL
Rebecca developed and documented policies and procedures for Financial Services functions and operations. She analyzed operational workflows and recommended improvements in coordination with policy makers. Rebecca facilitated cross-departmental collaboration to enhance efficiency.

Frenchtown Neighborhood Improvement Association, Farmers Market Manager, Tallahassee, FL
Innovative marketing through social media campaigns and graphic design for 5,000 followers total across platforms. Rebecca managed vendor relationships, market logistics, and promotional strategies. She administered Fresh Access Bucks/SNAP program, providing seamless customer support.

Damayan Garden Project, Project Director, Tallahassee, FL
Rebecca directed community engagement initiatives through social media platforms for 3,000 followers across platforms. She coordinated educational workshops and marketing campaigns. Rebecca fostered volunteer participation and managed resources for community projects.

Herbalists Without Borders of the Big Bend, Chapter Coordinator (Volunteer), Tallahassee, FL
Rebecca cultivated online and local community presence from scratch. She managed marketing campaigns, graphic design, and social media outreach. Rebecca coordinated with local herbalists for collaborative initiatives.

Farmers and Merchants Bank, E-Banking Specialist, Tallahassee, FL
Rebecca provided exemplary customer support over the phone to assist with understanding bank processes and account details. She utilized strong written communication skills to correspond with customers. Rebecca used excel for bookkeeping and backend transactional monitoring.

ADDITIONAL EXPERIENCE

Herbalists Without Borders, Global, Board Member - Treasurer
Rebecca assisted with financial records and accounts. She managed funds and disbursements. Rebecca reviewed bank statements and ensured fiscal compliance. She developed annual budget and financial policies. Rebecc a filed IRS forms and provided financial reports.



Rashad Sapp

Senior Analyst

accenture

Education

Bachelor of Science (BS) degree in Computer Science, Albany State University

Licenses & Certifications

Comptia A+

Meditech NPR Report Writing

Years of Experience

11

Rashad is a Senior Analyst in the Strategy Grants and Compliance Division at Accenture Infrastructure and Capital Projects, LLC (Accenture).

As a senior analyst, Rashad works closely with other analysts and project managers to ensure the efficiency and accuracy of project deliverables. With his extensive and diverse IT experience, Rashad is proficient in database administration, data analytics, programming languages, project management, and geographical information systems (GIS). He is responsible for ensuring the accurate development and maintenance of project data for Accenture clients. Rashad defines and manages database organization, standards, controls and procedures.

Prior to Accenture, he was concentrating on systems implementation, database management, software development, and technical analysis for healthcare and manufacturing companies.

Since joining Accenture, Rashad has assisted with developing and implementing numerous new and annual assessment programs including fire, stormwater, solid waste, water and wastewater, and capital infrastructure assessments. Representative Experience

ACCOMPLISHMENTS

- Directed and mentored a team of data analysts in migrating Microsoft Access databases into a SQL Server environment, improving data integrity and boosting query execution speeds by up to 90%.
- Managed project deliverables in a fully remote environment, leveraging cloud computing to meet mandatory Florida statute deadlines while fostering seamless collaboration among data analysts and project managers to ensure accuracy, efficiency, and compliance with state requirements.

- Designed and implemented SSIS-driven automated notice roll program using Python and T-SQL to pull product specifications from Azure SQL Server tables, generating client exports from a centralized server and replacing manual Access-based workflows.
- Served as the lead technical contact in collaboration with a consulting vendor's system administrator and database administrator, coordinating and testing the migration of on-premises servers to Microsoft Azure to ensure minimal downtime, data integrity, and a seamless transition.
- Drove innovation by creating and configuring a secure on-premise data gateway to enable enterprise-level reporting via Power BI dashboards and Power BI Report Builder templates, allowing automated scheduling of ad-hoc and client-requested reports.
- Upgraded ETL pipelines to the latest version of Visual Studio, improving both performance and security for critical data flows.
- Created, optimized, and maintained high-performance databases for analytical projects ranging from hundreds to millions of records, enabling rapid insights and informed decision-making.
- Led cross-functional collaboration with software vendors, electricians, site leadership, and sales/logistics management to plan, develop, and deploy project tracking software for one of the world's top cellulose paper mills.
- First line of technical support during the migration from a legacy EHR system to Meditech, coordinating between doctors, leadership, and technical teams.

TECHNICAL SKILLS

- Programming and Scripting Languages: Python, SQL, and PowerShell
- Database & ETL Tools: SQL Server, SSMS, SSIS, MS Access
- Business Intelligence and Reporting: Power BI, Power BI Report Builder, Tableau, Excel, SSRS, Crystal Reports.
- Data & GIS Tools: ArcGIS Pro



JEAN C. VÁZQUEZ-RIVERA

Analyst

accenture

Education

Bachelor of Science (BS) degree in Chemical Engineering, University of Florida

Years of Experience

2

Jean is a Database Analyst in the Strategy Grants and Compliance Division at Accenture. Mr. Vázquez is proficient in database administration, data analytics, programming languages, and project management. Prior to Accenture, he was concentrating on teaching mathematics and its practical applications to students in Florida.

Representative Experience

Database Analyst – Accenture, (Current).

As a database analyst, he works closely with other database analysts and project managers to ensure the efficiency and accuracy of project deliverables.

Accomplishments

- Geographic Information Systems (GIS) specialist of the team. Standardized the use of GIS in select projects, expanding the team's knowledge set of tools and scope of use.
- Collaborated with leadership on developing and implementing actionable workflows to streamline and facilitate daily operations in the workplace, prioritizing documentation and organization as key factors for success.
- Analyzed and resolved a multitude of software/hardware issues for nurses and healthcare employees.
- Worked directly with clients and customers to identify and satisfy their needs.



Heather J. Encinosa

Legal Services

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

Education

Juris Doctor, The American University, Washington College of Law

Bachelor of Journalism, Journalism, The University of Missouri

Licenses/ Certifications/Affiliations

Bar No. 105082; The Florida Bar, Member

The Florida Bar: City, County and Local Government Law Section, Member

The Florida Bar Journal/News Editorial Board, Member

Years of Experience

28

Heather Encinosa has dedicated her entire legal career to representing counties, cities, and other local government entities in the State of Florida. Heather is a 1996 graduate of the American University's Washington College of Law (summa cum laude) and a 1993 graduate of the University of Missouri (summa cum laude). Heather has been a member of the Florida Bar since 1997 when she joined NG&N. Heather is a member of the City, County, and Local Government Law Section of the Florida Bar.

Her practice includes representation of local governments on a variety of issues, including the review and negotiation of transactional documents, municipal and county home rule, constitutional and statutory interpretation, public utilities and governmental finance and tax matters.

Specifically, Heather serves as Wakulla County Attorney and previously served as Jefferson County Attorney representing the counties in the following practice areas: contracts and torts, procurement and purchasing, constitutional law, employment and labor, public law, litigation and appellate, administrative, finance, land use, planning and environmental, real estate and legislative. Heather also serves as lead counsel to the Florida Governmental Utility Authority ("FGUA"), where she provides on-going representation and advice to this governmental authority.

Heather serves several local governments in a special counsel capacity, touching upon all aspects of local government law. Heather has drafted numerous ordinances, resolutions, opinion letters, and contracts on behalf of her local government clients.

Heather is a frequent speaker before The Florida Bar's annual County, City, and Local Government Law section certification review course, the Florida Association of County Attorneys, the Florida Association of Counties, the Florida Government Finance Officers Association, and at NG&N's seminar on local government finance.

Representative Experience

- Serves as county attorney to Wakulla County, Florida.
- Served as county attorney to Jefferson County, Florida.
- Served as interim county attorney to Levy County, Florida.
    - Provides ongoing, day-to-day and special representation to local governments and public utility clients.
- Represents counties and municipalities in the development, structure, and implementation of special assessment programs for services and capital facilities.
- Represents counties, municipalities, and school districts in the development, structure, and implementation of impact fees for various growth-related capital improvements, such as schools, transportation, parks and recreational facilities, fire, EMS, and libraries
- Assists clients with local government, constitutional, land use, home rule, public records, Sunshine law, and finance and tax issues.

Areas of Practice

- Local Government Law
- Public Utilities Law
- Special Project Financing
- Land Use and Real Estate Law
- Litigation and Appellate Law
- Federal Grants

Professional, Civic & Community Involvement

- The Florida Bar, Member
- The Florida Bar: City, County and Local Government Law Section, Member
- The Florida Bar Journal/News Editorial Board, Member
- Speaker for Florida Association of County Attorneys, Florida Association of Counties Small County Coalition and Florida Government Finance Officers Association
- Tallahassee Families with Asian Children Leadership Council, Past Chairman
- Friends of Wakulla Springs, Board of Directors, Past Member
- Girl Scouts of America Former Volunteer
- Democratic Women's Club of Leon County, Past President
- Florida Association of County Attorneys Friend Award recipient, 2019.
- Tallahassee Community Remembrance Project, Member
- League of Women Voters, Former member of Education Committee
- Florida Association of Counties Property Tax Advisory Committee, County Attorney Rep



Evan J. Rosenthal

Legal Services

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

Education

Juris Doctor, Florida State University, College of Law

Certificate in Environmental and Land Use Law

Bachelor of Arts, History, University of Florida

Licenses/ Certifications/Affiliations

Bar No. 106643; The Florida Bar, Member

Years of Experience

12

Evan Rosenthal is a graduate of the University of Florida with a degree in History and a cum laude graduate of the Florida State University College of Law. He received a certificate in environmental and land use law with high honors and was an editor for the Florida State University Law Review as well as a member of the Florida State University Journal of Land Use and Environmental Law. Evan's practice focuses on a wide range of matters connected to local governments, including land use and environmental law, public-private partnerships, real estate law, public utilities law, state and federal grants, special districts, procurement, sunshine law and public records, special assessments, and finance and tax issues.

Representative Experience

- Assistant Wakulla County Attorney
- Jefferson County Attorney
- General Counsel to the Cedar Key Water and Sewer District
- General Counsel to the Highway 79 Corridor Authority
- Deputy General Counsel to the Gulf Consortium
- Special Counsel to numerous other counties, cities, and special districts

Areas of Practice

- Land Use and Real Estate Law
- Public Utilities Law
- Litigation and Appellate Law
- Local Government Law
- Public Finance
- Federal Grants

Professional, Civic & Community Involvement

- The Florida Bar, Member.
- Florida House of Representatives Legislative Intern, Class of 2012.
- Committee member of the Florida Association of County Attorney's Finance & Taxation Committee.
- Member of the Environmental and Land Use Law; and City, County and Local Government Law Sections of the Florida Bar.



Kirsten H. Mood

Legal Services

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

Education

Juris Doctor, Florida State University College of Law

Bachelor of Arts, Political Science, Stanford University

Licenses/ Certifications/Affiliations

Bar No. 115595; The Florida Bar, Member

Board Certified by The Florida Bar in City, County and Local Government Law

The Florida Bar City, County and Local Government Law and Real Property, Probate, and Trust Sections, Member

Years of Experience

10

Kirsten Mood is Florida Bar Board Certified in City, County, and Local Government Law and practices in the firm's general governmental, land use and real estate, federal grants, and litigation practice areas. She is an agent of Old Republic National Title Insurance Company and of First American Title Insurance Company, qualified to issue title insurance commitments and policies and assist clients with real estate closings.

Representative Experience

- Assistant Wakulla County Attorney
- Assistant Jefferson County Attorney
- Assistant Blueprint Attorney, Leon County – City of Tallahassee Blueprint Intergovernmental Agency
- Senior Staff Attorney to Justice Peggy A. Quince, Florida Supreme Court

Areas of Practice

- Litigation and Appellate Law
- Local Government Law
- Federal Grants
- Land Use and Real Estate Law

Professional, Civic & Community Involvement

- Assistant Wakulla County Attorney
- Assistant Jefferson County Attorney
- The Florida Bar, Member
- Board Certified by The Florida Bar in City, County and Local Government Law
- The Florida Bar City, County and Local Government Law and Real Property, Probate, and Trust Sections, Member
- The Florida Bar Eminent Domain Committee, Member
- Leadership Tallahassee, Class 39
- Beyond the Pantry, Board Member
- Friends of the LeRoy Collins Leon County Public Library, Board Member

Appendix D
Accenture Team Fire Assessment Clients

Fire Assessment Program	Dates of Accenture Engagement
Alachua County*	2007, 2009, 2010
Arcadia, City of*	2013; 2014
Atlantis, City of	2023-2025
Avon Park, City of	2001 – 2011
Bay County*	2014
Bayshore Fire District*	2013; 2014
Belle Glade, City of*	1999, 2002
Boynton Beach, City of	2001 – 2025
Brevard County	2021
Bronson, Town of	2022-2025
Casselberry, City of*	2007 – 2010
Chiefland, City of	2020-2025
Citrus County	2003, 2005, 2006; 2013; 2014, 2017, 2024, 2025
Clearwater, City of	1997
Cocoa, City of	2006
Columbia County	1994, 2002, 2003, 2005, 2006, 2007, 2009
Coral Gables	2009- 2025
Coral Springs, City of	2000, 2003, 2006, 2011, 2016, 2019, 2025
Crestview, City of*	2014
Dade City, City of*	2003
Dania Beach, City of	1996 – 2002
Davie, Town of	1996 – 2007
Daytona Beach, City of*	2002
Deerfield Beach, City of	2001 – 2025
DeSoto County	1996, 1997, 2003
Destin Fire Control District*	2008
Dixie County	2020-2025
Dundee, Town of	2022-2023
Dunnellon, City of	2016 - 2017
Edgewater, City of	2022-2025
Englewood Area Fire Control District	2004 – 2025
Eustis, City of*	2003, 2021
Fort Lauderdale, City of	1999, 2000, 2003, 2004, 2007, 2012; 2013; 2014, 2015, 2016, 2019, 2022
Fort Meade, City of	2017, 2018, 2024
Fort Myers, City of*	2002, 2008
Fort Walton Beach, City of	2016, 2019-2022

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Fire Assessment Program	Dates of Accenture Engagement
Frostproof, City of	2015 - 2025
Fruitland Park, City of	2016 - 2025
Gadsden County	2007
Gainesville, City of	2007, 2008, 2010-2025
Gilchrist County	2002, 2021
Glades County*	2013, 2014, 2021
Greater Naples Fire Rescue District*	2017, 2018
Greenacres, City of*	2016
Hallandale Beach, City of	2015
Hardee County	2001, 2007, 2015
Hernando County*	1999
Hialeah, City of*	2007, 2008, 2024, 2025
High Springs, City of	2008 – 2025
Highland Park, Village of	2016 - 2025
Highlands County	2000, 2017, 2018, 2019, 2024, 2025
Hillsboro Beach, Town of	2002
Holley-Navarre Fire District	2016 - 2025
Hollywood, City of	1996, 1997, 2000, 2003, 2005, 2006, 2007, 2008, 2011, 2014, 2016, 2018-2022, 2024
Holmes County*	2007
Immokalee Fire Control District*	2017, 2018
Inglis, Town of	2022
Jackson County	2013, 2014
Jefferson County	2012-2013, 2023
Jupiter, Town of	2025
Kenneth City, Town of	2023-2025
Lake City, City of	2002, 2003, 2005, 2006, 2007
Lake County	1998, 1999, 2003, 2007
Lake Mary, City of*	2007
Lake Wales, City of	2015 – 2025
Lake Worth, City of*	2011
Lauderdale by the Sea	2004, 2005, 2006, 2016
Lauderdale Lakes, City of	2012 – 2015
Lauderhill, City of	2000, 2004, 2007, 2010, 2011; 2012; 2013; 2014; 2015, 2017, 2018-2023
Leesburg, City of	2014 – 2025
Lehigh Acres Fire District	2013; 2014; 2015 – 2017
Leon County	2009, 2010, 2014, 2015, 2023
Levy County	2004 – 2025
Live Oak, City of	2015, 2016
Longwood, City of*	2007
Madison County	2006, 2011, 2017, 2023

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Fire Assessment Program	Dates of Accenture Engagement
Marco Island, City of*	2007, 2008
Margate, City of	1996-2025
Marianna, City of	2014, 2024
Marion County	2003, 2005, 2006, 2015, 2016, 2019, 2024, 2025
Martin County*	2018
Mascotte, City of	2009, 2010; 2013 - 2021
Mexico Beach, City of	2017, 2018
Miami, City of	1997, 1998
Miami-Dade County*	1997, 2009*
Micanopy, City of	2010
Midway Fire District*	2007, 2024
Minneola, City of	2008; 2012-2025
Miramar, City of	2004, 2005, 2006, 2007, 2011; 2014, 2015, 2018, 2022, 2023
Monroe County*	2003, 2008, 2013
Montverde, Town of	2015 – 2021
Mount Dora, City of	2014 - 2025
Mulberry, City of	2009
Nassau County*	2001, 2014
Newberry, City of	2002 – 2025
North Collier Fire Control and Rescue District*	2017, 2018
North Fort Myers Fire District*	2013; 2014
North Lauderdale, City of	1996, 1997, 2000, 2004, 2007, 2011, 2016, 2021, 2023
Oakland Park, City of	2001, 2002, 2003, 2004, 2005, 2006, 2007, 2009, 2011, 2016, 2020, 2024
Ocoee, City of	2007, 2008, 2011; 2013, 2025
Okeechobee County	2001, 2004
Orange City	2015
Orange County*	2007, 2008, 2009
Osceola County	1999, 2000, 2005, 2009, 2010; 2015, 2016, 2019, 2020, 2025
Pace Fire District	2024-2025
Palm Beach Gardens, City of	2000
Panama City	2024-2025
Parkland, City of	2004, 2010
Pasco County*	1999
Pembroke Pines, City of	1996, 2005, 2008, 2011, 2015, 2019, 2023
Pensacola, City of*	2008
Pinellas Suncoast Fire & Rescue District	2015 - 2025
Polk County	1997, 1998, 2001, 2007–2013; 2015, 2017
Pompano Beach, City of	1996, 1997, 2000, 2012, 2013, 2023
Port Orange, City of*	1996, 2018, 2019

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Fire Assessment Program	Dates of Accenture Engagement
Putnam County*	2022
Riviera Beach, City of*	2011, 2021, 2022
Sanford, City of*	2007, 2008
Sarasota County	1996, 1998, 2016 - 2025
Sebring, City of	2007 – 2025
St. Augustine, City of	2016
St. Johns County*	1996; 2008
St. Lucie County Fire District*	2013, 2014; 2015, 2016
St. Petersburg, City of*	1998
Sumter County	1999, 2000, 2001, 2002, 2003, 2005-2009
Sunrise, City of	1996, 1997, 1998, 2006; 2013
Suwannee County	2005, 2006, 2008, 2010; 2013, 2021-2025
Tallahassee, City of	1999, 2005, 2008, 2009; 2014, 2015, 2023
Tamarac, City of	1996 – 2013, 2016, 2018, 2020, 2023
Tavares, City of	2009, 2012, 2017, 2019
Taylor County*	2017
Temple Terrace, City of*	2010; 2016, 2017
Titusville, City of*	2004, 2007, 2008
Trenton, City of	2021
Umatilla, City of	2017-2025
Venice, City of*	2007, 2008
Village Center CDD	2008, 2009
Wakulla County	2010-2011, 2021
Walton County	1994 – 2025
Washington County	2006, 2007, 2010, 2011, 2019, 2020
West Palm Beach, City of	2008, 2016 - 2025
Williston, City of	2025
Wilton Manors	2000, 2005, 2011, 2015, 2021
Winter Garden, City of	2008
Winter Springs, City of	1997, 1998, 1999, 2004, 2005, 2006, 2007, 2008, 2009, 2018

**based on policy decision, the program was not implemented*

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Appendix E

NG&N Special Assessment Projects

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Nabors, Giblin & Nickerson, P.A.
Special Assessment Projects

Client	Assessment Type	Date
Alachua, City of	Stormwater (capital maintenance)	2010-2025
Alachua County	Solid Waste	2006*
	Fire	2007*, 2010
	Stormwater	2010*
Alford, Town of	Street Paving	2016-2017*
Avon Park, City of	Fire	2000-2002, 2004-2012
Bay County	Fire	2013
	Code Abatement	2015-2025
	Street Lighting	2015-2025
	Stormwater	2015-2025
	Canal Dredging	2015-2025
	Road Paving	2017-2025
	Vegetation Removal	2018-2025
Belle Glade, City of	Stormwater	1998-1999
	Fire	2002*
Boynton Beach, City of	Fire Rescue	2001-2009
Brevard County	Fire Rescue Requirements	2020-2021
Bronson, Town of	Fire	2022-2025
Calhoun County	Solid Waste	2010*
Cape Coral, City of	Water/Sewer	1992-1996, 1999, 2001-2013
	Solid Waste	2001
	Alleys	2003-2005
	Seawalls	2001-2002, 2007
	Stormwater	1995, 1996
	Fire	2013*
Casselberry, City of	Street Lighting	2007-2010, 2013
	Fire	2008*
Charlotte County	Water/Wastewater	1996-2001
	Spring Lake MSBU (advice only)	2013
	Sewer Assessments	2016*, 2018-2020
	Roads	2016*
	Erosion Control MSTU	2016-2018
	Beach Renourishment	2015-2016; 2025
	Road Improvements	2021-2023; 2025
Citrus County	Roads (sufficiency review)	2005, 2013-2014
	Sheriff's Office MSTU (ordinance)	2013
	Fire Services	2013-2014, 2017, 2019, 2025
	Stormwater	2013*; 2019-2025
	Code Abatement	2018-2021
	Water/Sewer	2019-2020
	Solid Waste	2025
Clay County	Solid Waste	1993, 2006-2007
	Roads	2003
	Clifford Lane MSBU (roads)	2011*
Clearwater, City of	Fire	1997*
Cocoa, City of	Fire	2006*
Columbia County	Fire Protection	1994-2025
	Solid Waste	2004-2025

Client	Assessment Type	Date
	Roads	2005-2025
	Street Lighting	2014-2025
	Public Infrastructure	2021
	Stormwater	2025
Coral Gables, City of	Fire	2009-2025
	Business District Improvements	2012-2014; 2017-2025
	Solid Waste	2015-2025
	Neighborhood Security	2018-2025
	Street Lighting	2019-2025
Coral Springs, City of	Fire Rescue	2000, 2003, 2006
Cooper City, City of	Fire	2011 (advice only)
Crystal River, City of	Septic to Sewer	2020-2025
Dade City, City of	Fire	2003*
	Stormwater	2003*
	Street Lighting	2003*
Dania Beach, City of	Fire	1996-2002
	Stormwater	1996-2002
	Solid Waste	1996-2002
Daytona Beach, City of	Fire Rescue	2001*
Davie, Town of	Fire Rescue	1996-2025
	Solid Waste	2004-2025
	Stormwater	2021*; 2022-2025
Deerfield Beach, City of	Fire Rescue	2001-2025
	Stormwater	2025
DeLand, City of	Stormwater	2009*
Deltona, City of	Solid Waste	2023*
DeSoto County	Master Assessment Ordinance	2025
	Fire	2025
	EMS	2025
Destin, City of	Solid Waste	2011*
Dixie County	Fire Protection and Solid Waste	2020-2025
Eustis, City of	Fire	2003*
	Stormwater	2003*
Flagler County	Master Service Ordinance	2013
Florida Governmental Utility Auth.	Water/Sewer	2000-2008, 2012-2014, 2021
	Mandatory Connections	2009-2025
Fort Lauderdale, City of	Fire Rescue	1999, 2000, 2003-2004
Fort Myers, City of	Fire	2002*
	Business Improvement District	2000
	Street Lighting	1998
Fort Myers Beach, Town of	Canal Dredging	2008
Fort White, Town of	Solid Waste	2022-2024
Franklin County	Beach Renourishment	2008*
Gainesville-Alachua	Combined Fire/EMS	2001-2003
Gilchrist County	Fire	2002
Glades County	EMS	2003-2004
	Fire	2003, 2014
	Utility Extensions	2016-2017
Green Cove Springs, City of	Stormwater	2016-2025
	Solid Waste	2016-2025
	Code Abatement	2022

Client	Assessment Type	Date
Hardee County	Fire	2001, 2007, 2015
	Solid Waste	2001
Hendry County	Water	2009
	Utility Services	2010
Hialeah, City of	Fire	2007-2008
Highlands County	Fire	2017
Hillsboro Beach, Town of	Fire	2002
Hollywood, City of	Fire	1996-1997, 2000, 2003, 2005-2006
	Fire Inspection Services	2009
Indian River County	Residential Solid Waste	2025
	Stormwater	2025
Inglis, Town of	Fire	2022
Islamorada, Village of	Solid Waste	1999-2011
	Stormwater	2003*, 2004*, 2005-2009
	Wastewater	2003-2016
Jacksonville, City of	Solid Waste	2018-2019
	Stormwater	2018-2019
Jefferson County	Roads	2022-2023
	Solid Waste	2022-2025
	Fire	2022-2025
Jupiter, Town of	Fire	2025
Key Largo Wastewater Treatment District	Sewer	2005-2010
Lake City, City of	Fire	2002-2003, 2005-2007
Lake County	Fire	1998, 1999, 2003, 2007, 2008
Lake Mary, City of	Fire	2008*
Lakeland, City of	Underground Utilities	2018
Lauderhill, City of	Fire	2000, 2004, 2007, 2011, 2013-2015, 2017-2025
Lehigh Acres Fire Control District	Fire	2015-2017
Leon County	Fire	1999*, 2015
Levy County	Fire	2003-2025
	Solid Waste	2003-2025
	Road Maintenance	2003-2025
	EMS	2003-2025
Longwood, City of	Fire	2008
	Water/Wastewater	2001-06, 2008-09, 2011, 2013-2025
	Neighborhood Improvements	2000-2004, 2006, 2008-2025
Loxahatchee Groves, Town of	Solid Waste	2017
Marathon, City of	Solid Waste	2002, 2005-2006, 2008-2010
	Wastewater	2007-2011
Marco Island, City of	Fire	2008
Margate, City of	Fire	1996-2024
Marion County	Fire	2003, 2005-2007, 2015-2025
	Roads	1992-2022
	Septic to Sewer	2021
	Stormwater	2015*; 2020
	Vacuum Sewer System	2025
	Water/Sewer Line	2019

Client	Assessment Type	Date
Martin County	Water/Wastewater MSBU	1996-2025
	Solid Waste	2002-2025
	Canal Dredging	2002-2012
	Roads	2002-2025
	Stormwater	1996*, 2009*
	Water Main MSBUs	2015-2025
Mascotte, City of	Master Service Ordinance (to transfer assessments from utility bill to tax bill)	2013
Miami-Dade County	Fire	1997*, 2009*
Midway Fire District	Fire	2008*
Miramar, City of	Fire	2004-2007, 2018, 2022
Monroe County	Canals	2016-2017
	Solid Waste	2003-2005
Nassau County	Fire	2001-2005, 2013*
	Solid Waste	2005*
	Beach Renourishment	2005-2016
	Tradeplex	2011*
	SAISSA Maintenance	2015-2025
	SAISSA Capital	2020-2025
Nassau County / American Beach Water and Sewer District	Water and Sewer	2021-2023
Neptune Beach, City of	Code Violations	2024
New Smyrna Beach, City of	Road	2018
	Wastewater Extension	2018
Newberry, City of	Fire	2002-2025
	Roads	2021*
North Lauderdale, City of	Fire	1996, 1997, 2000, 2004
North Miami Beach, City of	Solid Waste	2012-2013*
	Stormwater	2012-2013*
North Port, City of	Water/Wastewater	2000-2021
Oakland Park, City of	Fire	2001-2006
	Solid Waste	2001-2006
Ocoee, City of	Fire	2013; 2025
Okaloosa County	Roads	2008
Okeechobee County	Fire	2001, 2007, 2009
	EMS Tax Assessment	2009
	Solid Waste	2004
Orange City, City of	Solid Waste	2007-2025
	Stormwater	2006*, 2016-2025
	Street Lighting	2007*, 2017-2025
	Roads	2009-2015
Orange County	Fire	2008, 2009*
Orlando, City of	Business Improvement District	1996
Osceola County	Fire	1999-2000, 2009-2010, 2015, 2019-2021, 2025
	Business Improvement District	1998-2004

Client	Assessment Type	Date
Palm Bay, City of	Master Assessment Ordinance	2017
	Stormwater	2017-2021
	Mandatory Connections	2017
	Road	2018
	Utility	2018
Palm Beach, Town of	Master Assessment Ordinance	2007
	Street Assessments	2009-2025
	Underground Utilities	2015-2025
	Solid Waste	2016-2025
	Misc. Capital Improvements	2016-2024
Palm Beach Gardens, City of	Bypass/Flyover	2002
Panama City, City of	Fire	2024-2025
Parkland, City of	Fire	2004-2025
	Solid Waste	2010-2025
	Stormwater	2023-2025
	Code Abatement	2016
	Roads	2025
Pasco County	Fire	1999*
Pembroke Pines, City of	Fire Rescue	1996
Pensacola, City of	Stormwater	2000-2025
	Fire	2008*
Pinellas County	Stormwater	2013-2016
Polk County	Fire	1997-1998, 2001, 2004, 2015-2025
	Roads	2013-2014
	Street Lighting	2010*, 2015*, 2018
	Solid Waste (Assess. Revision)	2012*
	Water/Wastewater	2013*
Pompano Beach, City of	Fire	1996-1997, 2009-2025
Port Orange, City of	Business Park	2007
Port Richey, City of	Canal Dredging	2011*
Punta Gorda, City of	Harbor Access District	2016-2018*; 2019
Putnam County	Interlachen Lakes MSBU	2016
Sanford, City of	Fire	2008*
Santa Rosa County	Navarre Township	2007*
	Fire	2013*
Sarasota County	Stormwater	2022
	Solid Waste	2023
Sebring, City of	Fire	2007-2025
St. Johns County	Fire	2008
	Water/Wastewater	2002-2021
	Canal Dredging	2013
	Beach Renourishment	2018
	Solid Waste	2018
St. Lucie Fire District	Fire	2014*
St. Pete Beach, City of	Stormwater	2015-2017
St. Petersburg, City of	Fire	1998*
Sumter County	Fire	1999-2005
	Solid Waste	2005*
	Stormwater	2006*
	Roads	2006*
	Canal Dredging	2009*

Client	Assessment Type	Date
Sunrise, City of	Fire	1996-1998, 2006
Suwannee County	Fire	2005-2025
	Solid Waste	2005-2025
	Roads	2019*
	EMS Tax	2021
Tallahassee, City of	Fire	1999, 2005, 2015, 2025
Tamarac, City of	Fire	1996-2009
	Business District	2007-2008
	Water/Wastewater	2002-2004
Tampa, City of	Stormwater	2003-2020
	Dredging	2008
Taylor County	Solid Waste	2021-2022
Titusville, City of	Fire	2008*
Trailer Estates Park and Recreation District	Seawall Improvements	2022-2023
Venice, City of	Fire	2008*
Vero Beach, City of	Stormwater	2022-2025
Wakulla County	Fire	2010-2025
	Solid Waste	2011-2025
	Roads	2012-2019
	Neighborhood Broadband	2021-2025
Walton County	Fire	1994-2025
	Roads	2007*
	Impoundments	2003-2020
	Canal Dredging	2008-2025
	Utility Improvements	2010-2016
	Dam Improvements	2010-2016
Washington County	Fire Department Funding	1999-2005
	Fire	2007*
	EMS	2007*
	Dam Assessment	2010
	Neighborhood Improvements	2021
Winter Springs, City of	Stormwater Utility	1997
	Neighborhood Improvements	1998-1999, 2004-2019
	Fire	2007-2009

*Not implemented due to policy decisions of the governing body.

Section 4. Fee Proposal

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1. Detailed Cost Proposal

For the professional services and specialized assistance described in the Scope of Services, Accenture and NG&N will work under a lump sum fee arrangement of $70,650, of which $52,650 is for professional services rendered by Accenture and $18,000 is for professional services rendered by NG&N. Except as noted below, the lump sum fee includes reimbursement for all out-of-pocket expenses.

Additional Services identified in Task 9 will be billing at our standard hourly rates or at an additional negotiated lump sum fee.

The lump sum fee for professional services includes three (3) on-site visits by Accenture staff and one (1) on-site visit by NG&N staff. Meetings in excess of these on-site visits may be arranged at our standard hourly rates. Expenses related to additional on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or Teams meetings may be scheduled to discuss project status.

The standard hourly rates are as follows:

Accenture Infrastructure and Capital Projects, LLC

Vice President	$285
Director/Senior Program Manager	$235
Project Manager/Project Coordinator	$185
Senior Data Analyst	$185
Database Analyst/Technical Services	$150
Lead Project Analyst	$100
Project Analyst	$ 90
Administrative Support	$ 75

Nabors, Giblin & Nickerson, P.A.

Firm Partner	$325
Firm Associates	$300
Paralegals/Clerks	$ 90

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.**[1] Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.63 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual

[1] We are assuming the City will use the Volusia County Property Appraiser's TRIM notice in lieu of sending out separate first class notices. Therefore, there should be no additional costs for mailings.

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amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The City is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Accenture and NG&N work with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the lump sum fees outlined in this proposal for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Accenture and NG&N would be available, on an hourly basis, to assist the City in its defense.

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Payment Schedule

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule:

Orange City RFP P275-0-2025/MHH Fire Assessment Fee Study		Accenture			Legal - NG&N			Total Hours	Total Fees
TASK	DESCRIPTION	Trips	Hours	Fees	Trips	Hours	Fees		
Task 1	Evaluate Existing Data and Documents		25	$5,105		2	$650	27	$5,755
Task 2	Determine Full Costs of Fire Protection Services		18	$3,630		2	$650	20	$4,280
Task 3	Analyze Call Data and Correlate with Property Characteristics		36	$6,780		2	$650	38	$7,430
Task 4	Develop Apportionment Methodology		85	$14,575		10	$3,250	95	$17,825
Task 5	Determine Assessment Rates and Pro Forma Revenues		15	$3,275		1	$325	16	$3,600
Task 6	Prepare Assessment Report and Present Findings	1	27	$5,760		10	$3,250	37	$9,010
Task 7	Assist with Implementation	2	45	$8,700	1	25	$8,125	70	$16,825
Task 8	Provide Source Files and Documents		10	$1,825		0	$0	10	$1,825
Task 9	Additional Optional Services		0	$0		0	$0	0	$0
	Total Hours and Fees		**261.00**	**$49,650**		**52.00**	**$16,900**	**313**	**$66,550**
	Total Trips	**3**		**$3,000**	1		**$1,100**		**$4,100**
	Total Fees and Expenses			**$52,650**			**$18,000**	**313**	**$70,650**

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Item Summary

Meeting Date: July 20, 2026

From: Andrea McCue, City Manager

Subject: **Resolution 2026-35:** Approving the purchase of land; providing for authorization for City staff to execute all closing documents and an effective date. - Andrea McCue, City Manager.

Background

The city has grown significantly over the last 20 years and to ensure that we are meeting the level of service expectations of our residents and expansion of recreational opportunities, the city needs to acquire more property.

Analysis

The city has made an offer to acquire a parcel located at 5280 10th Avenue N., Greenacres, FL 33463; 18-42-44-23-01-054-0040.

Financial Information

The purchase price for the parcel is $2,250,000, which is the average value of the two required appraisals. The city plans to honor the current tenant leases which generate $111,659.04 in annual revenue.

Legal

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

Staff Recommendation

Staff recommends approval of Resolution 2026-35 and authorizing appropriate staff to execute all closing documents.

Attachments:

1. 52802010th20Ave20N
2. Appraisal 5280 10th Avenue North
3. 26118 Rpt
4. Resolution 2026-35 Acquisition of Property

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Commercial Contract: Optional Clauses

Addendum No. 1 to the Commercial Contract between Macaw Holdings VI LLC ("**Seller**") and City of Greenacres, Andrea McCue, City Manag ("**Buyer**") concerning the sale and purchase of the Property described as: 5280 10th Ave N. Greenacres, FL 33463; 18-42-44-23-01-054-0040

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties:

Seller Initials **Buyer Initials**

(A) ________; ________ ARBITRATION: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by neutral binding arbitration in _____ County, Florida, in accordance with the rules of (name of organization) _____ and not by any court action except as provided by Florida law for judicial review of arbitration proceedings. Any court having appropriate jurisdiction may enter judgement upon the award rendered by the arbitrator(s). Filing a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the right to arbitrate under this paragraph. Any claims or disputes with or against real estate agents participating in this transaction shall be submitted to arbitration under this provision only with the written consent and joinder of the agent's Broker. In connection with any arbitration or litigation between the parties, the prevailing party shall be entitled to recover all fees, costs, and expenses, including reasonable attorneys' fees, arbitrators' fees and administrative fees of arbitration.

(B) DS _____; AM _____ **SECTION 1031 EXCHANGE:** ☐ **Buyer** ☒ **Seller** requests a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code, including execution of any documents that may be reasonably necessary to effect the exchange; provided that (1) the party requesting the exchange shall bear all additional costs incurred in connection with the exchange, (2) the non-requesting party shall not be obligated to delay the closing or to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

(C) ________; ________ PROPERTY INSPECTION AND REPAIR: Paragraph 7 of the Contract is deleted. **Seller** shall grant reasonable access to the Property to **Buyer**, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk. **Buyer** shall indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, and from liability to any person, arising from the conduct of any and all inspections or work authorized by **Buyer**. **Buyer** shall not engage in any activity that could result in a mechanics lien being filed against the Property without **Seller's** prior written consent. In the even this transaction does not close, **Buyer** shall, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return the Property to its present condition, and (2) release to **Seller** copies of all reports and other work generated as a result of the inspections. **Seller** has no duty to make repairs except those defects and conditions reported by **Buyer** in writing prior to 5:00 p.m. on the date the applicable Inspection Period expires. **Seller** makes no warranties other than marketability of title. (Check if applicable):

☐ **(1) Structure and Systems:** Within _____ days from Effective Date ("Inspection Period"), **Buyer** shall, at **Buyer's** expense, have a certified general contractor or engineer make inspections which **Buyer** deems necessary to determine the condition of all structures and systems, including roof; exterior walls; foundation; major appliances; electrical, HVAC, plumbing, and sewer, septic and well systems; pool and pool equipment; parking lot; fences; and seawall or other retaining structures on the Property except _____. **Seller** shall have _____ days from the date **Seller** receives **Buyer's** written report to obtain repair or replacement estimates from a licensed building or general contractor. If the cost to correct the defects does not exceed _____% of the purchase price ("Structural Repair Limit"), **Seller** shall have the defects repaired in a workmanlike manner by an appropriately licensed contractor. If the cost to correct the defects exceeds the Structural Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract.

☐ **(2) Environmental Hazards:** Within _____ days from Effective Date ("Inspection Period"), **Buyer** shall, at ☐ **Buyer's** ☐ **Seller's** expense, apply for a Phase I inspection to be conducted by an environmental engineer. **Buyer** shall deliver **Seller** a copy of all resulting environmental reports. If a lender requires a Phase II or III investigation, **Buyer** shall deliver written notice of the requirement to **Seller** and **Seller** may elect, within _____ days from receipt of the notice, to conduct the investigation at (check one) ☐ **Seller's** ☐ **Buyer's** expense. If **Seller** elects not to conduct the investigation, either party may terminate this Contract. If **Seller** elects to conduct the

Buyer (AM) (____) and Seller (DS) (____) acknowledge receipt of a copy of this page, which is page 1 of 3 Pages.

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investigation, **Seller** will pay for and make corrective measures required by law. If remediation is necessary, **Seller** shall have _____ days to complete the cleanup ("Cleanup Period"). If remediation is completed within Cleanup Period, then **Seller** shall deliver written notice to **Buyer** within 3 days after cleanup completion, and the parties will close the transaction on Closing Date, or, if Closing Date has passed within 10 days from **Buyer's** receipt of **Seller's** notice. If **Seller** is unable to complete remediation within Cleanup Period, **Seller** will deliver written notice to **Buyer** within 3 days after this determination is made and **Buyer** will within 10 days from receipt of **Seller's** notice either cancel this Contract or accept the property in current condition and shall close on Closing Date, or, if Closing Date has passed within 10 days from **Buyer's** receipt of **Seller's** notice with costs of completing the remediation being held in escrow at closing.

☐ **(3) Wood Destroying Organism Inspection:** "Wood destroying organism" means arthropod or plant life which may damage the wood in a structure, as defined in Section 482.021(27), Florida Statutes. Within _____ days from Effective Date ("Inspection Period"), **Buyer** shall, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the presence in the improvements of past or present infestation and damage caused by infestation. **Seller** shall have ____ days from receipt of **Buyer's** written report to obtain repair estimates from a licensed building or general contractor and treatment estimates from a licensed pest control business. **Seller** shall treat and repair the Property if the cost to do so does not exceed ____% of the purchase price ("Termite Repair Limit"). If the cost of treatment and repair exceeds the Termite Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract. If there is no evidence of live infestation and the Property is covered by a full treatment warranty, **Seller** shall transfer the warranty to the **Buyer** at closing and shall not be obligated to treat the Property.

Seller shall deliver the Property to **Buyer** at the time agreed in its present condition, ordinary wear and tear and repairs made pursuant to this Paragraph excepted, and shall maintain the landscaping and grounds in a comparable condition. Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk through.

Seller Initials **Buyer Initials**

(D) __________; __________ **SELLER REPRESENTATIONS: Seller** shall, within _____ days from Effective Date and at **Seller's** expense, deliver to **Buyer** current copies of the rent roll; leases; notes and mortgages; existing title reports or policies; surveys; permits and certificates of occupancy; certified income and expense statements for the period January 1, _____ through December 31, _____, as Evidence that the Property generated income of $_____ against expenses of $_____; and agreements with third parties that will remain in effect after closing. **Buyer** may terminate this Contract by written notice to **Seller** within _____ days after receipt of the above documents if the statements differ materially from **Seller's** representations. If **Buyer** fails to provide timely written notice, **Buyer** shall be deemed to waive this contingency.

(E) __________; __________ **SELLER WARRANTY: Seller** warrants that **Seller** has no knowledge of (1) notice of city, county, state, federal, building, zoning, fire, or health codes, regulations or ordinances filed or issued against the Property, (2) current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) or the right to use and occupy the Property, (3) unsatisfied construction liens, (4) incompatibility of property with land use plans (5) tenants in bankruptcy, or (6) special assessments, condemnation, eminent domain, change in grade of public streets affecting the Property or similar proceedings affecting the Property. If **Seller** is notified of any of the above matters prior to closing, **Seller** shall notify **Buyer** in writing within _____ days. If **Buyer** requires the matter to be corrected prior to closing, **Buyer** shall notify **Seller** in writing within _____ days from receipt of **Seller's** notice. **Buyer's** failure to provide timely notice shall be deemed acceptance of the Property with the matter as it then exists. If **Seller** is unable or unwilling to correct the matter prior to closing, **Buyer** may terminate this Contract. **Seller** warrants that, as of Effective Date, execution of this Contract and delivery of title is not a violation or breach of any agreement or judgement to which **Seller** is a party.

(F) __________; __________ **COASTAL CONSTRUCTION CONTROL LINE:** All or part of the Property is located seaward of the Coastal Construction Control Line as defined in Section 161.053, Florida Statutes, and is therefore subject to government regulation. Florida law requires **Seller** to provide **Buyer** with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Property at or prior to closing, unless **Buyer** waives this requirement in writing. The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. **Buyer** ☐ waives the right to receive a CCCL affidavit or survey. ☐ requests a CCCL affidavit or survey within the time allowed for **Seller** to deliver title evidence.

Buyer (AM) (____) and **Seller** (DS) (____) acknowledge receipt of a copy of this page, which is page 2 of 3 Pages.

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Seller Initials **Buyer Initials**

(G) __________; __________ FLOOD AREA HAZARD ZONE: The Property is located in a ☐ Special Flood Hazard Area ☐ Coastal High Hazard Area. Flood insurance on structures may be required as a condition of financing. If the first year premium of flood insurance required by a lender exceeds $_____ per year, **Buyer** may terminate this Contract unless either party elects, within _____ days of notification of the excess amount, to pay the excess. In addition, there may be restrictions on rebuilding in the event of casualty or substantial modification to the structure. **Buyer** is advised to verify all such restrictions with the appropriate government agencies. **Seller's** flood insurance policy ☐ is ☐ is not transferable to or assumable by **Buyer**.

(H) __________; __________ SELLER FINANCING: Buyer shall execute a purchase money note and _____ mortgage to **Seller** in the amount of $_____, due _____, bearing annual interest at ____% and payable as follows: _____. The mortgage, note and any security agreement shall be in a form acceptable to **Seller**, but shall contain only clauses generally utilized by lending institutions in the county where the Property is located and shall provide for (1) a late payment fee, (2) acceleration at **Seller's** option in the event **Buyer** defaults, (3) the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment, (4) the loan to be ☐ due on conveyance or sale ☐ assumable with mortgagee's consent, which may not be unreasonably withheld and (5) **Buyer** to keep the Property insured against loss by fire (and flood, if Property is in a flood zone) with extended coverage in an amount not less than the amount of the purchase money mortgage and note. **Buyer** shall furnish credit, employment, and financial information reasonably required by **Seller**. Within ____ days from receipt of all requested information, **Seller** shall deliver written notice to **Buyer** of **Seller's** decision to provide this financing. **Seller** shall not unreasonably withhold approval of this financing.

(I) __________; __________ EXISTING MORTGAGE: Seller shall, within ____ days from Effective Date, deliver to **Buyer** a copy of the mortgage and an estoppel letter from the lender stating principal balance and accrued interest, maturity date, time and method of payments, interest rate and status of mortgage. **Buyer** shall have ____ days from receipt of lender's statement to examine the mortgage and approve the terms of the loan. **Buyer** shall not unreasonably withhold approval. If mortgage contains a due on sale or conveyance clause, **Seller** shall, at **Buyer's** expense, obtain lender's consent to the assumption within ____ days from Effective Date. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price; however, **Seller** shall not prepay any portion of the mortgage without **Buyer's** consent. **Buyer** shall purchase **Seller's** escrow account dollar for dollar.

☐ **(1) First Mortgage: Buyer** shall assume and take title subject to the existing first mortgage, LN# _____ in favor of _____, having an approximate present principal balance of $_____ payable $_____ per month including principal, interest, other _____, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____%, which ☐ will ☐ will not escalate upon assumption. Additional terms: _____ _____

☐ **(2) Second Mortgage: Buyer** shall assume and take title subject to the existing second mortgage, LN# _____ in favor of _____, having an approximate present principal balance of $_____ payable $_____ per month including principal, interest, other _____, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____%, which ☐ will ☐ will not escalate upon assumption. Additional terms: _____ _____

(J) __________; __________ BUYER'S ATTORNEY APPROVAL: This Contract is contingent upon **Buyer's** attorney approving the Contract. **Buyer** may terminate the Contract and receive a return of the deposits if **Buyer's** attorney disapproves the Contract and **Buyer** notifies **Seller** in writing within ____ days (5 days if left blank) after Effective Date.

(K) __________; __________ SELLER'S ATTORNEY APPROVAL: This Contract is contingent upon **Seller's** attorney approving the Contract. **Seller** may terminate the Contract and the deposit will be returned to **Buyer** if **Seller's** attorney disapproves the Contract and **Seller** notifies **Buyer** in writing within ____ days (5 days if left blank) after Effective Date.

Buyer (AM) (____) and **Seller** (DS) (____) acknowledge receipt of a copy of this page, which is page 3 of 3 Pages.

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Commercial Contract

1. **PARTIES AND PROPERTY:** City of Greenacres, Andrea McCue, City Manager **("Buyer")** agrees to buy and Macaw Holdings VI LLC **("Seller")** agrees to sell the property at:

Street Address: 5280 10th Ave N. Greenacres, FL 33463; 18-42-44-23-01-054-0040

Legal Description: GREENACRES PLAT 2 LTS 4, 5 & 6 BLK 29A

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 2,250,000.00

(a) Deposit held in escrow by: Zoeller Law PLLC $ 0.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 2845 PGA Blvd PBG FL 33410 Phone: 5616898180

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☒ within 5 days after Effective Date _____ $ 100,000.00

(c) Additional deposit to be made to Escrow Agent
☒ within 5 days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ 100,000.00

(d) Total financing (see Paragraph 5) _____ $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 2,050,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before July 3, 2026, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____**.** Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

Buyer (AM) (____) and **Seller** (DS) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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Form Simplicity

(a) Closing Date: This transaction will be closed on August 7, 2026 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Palm Beach County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within _____ days after Effective Date or at least 15 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☐ **Seller** will, within _____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☒ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

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(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

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document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer, " "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Native Realty (Company Name) Dan Ross (Licensee),
(Address, Telephone, Fax, E-mail)
who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) 1% of purchase price

(b) Buyer's Broker: _____ ,

Buyer (AM) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)
1% of purchase price
(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ (A) Arbitration	☐ (E) Seller Warranty	☐ (I) Existing Mortgage
☒ (B) Section 1031 Exchange	☐ (F) Coastal Construction Control Line	☐ (J) Buyer's Attorney Approval
☐ (C) Property Inspection and Repair	☐ (G) Flood Area Hazard Zone	☐ (K) Seller's Attorney Approval
☐ (D) Seller Representations	☐ (H) Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

This commercial contract is contingent upon approval by the City of Greenacres City Council at a publicly noticed meeting of the City of Greenacres City Council, currently set for July 20, 2026. This shall constitute the "Due Diligence" period. Escrow deposit shall be fully refundable should the purchase not be approved by the City of Greenacres City Council. Seller will, at seller's expense, resolve and close all municipal, county, or association violations, liens, and fines prior to closing. Buyer selects Zoeller Hayden and Thron PLLC to provide closing services and agrees to pay for title search and related closing services (Line 82). Buyer agrees to pay all closing costs besides commissions, liens, if any, and standard prorations.

DS AuthentiSign AM

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (AuthentiSign AM) (_____) and **Seller** (DS) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (AM) (_____) and **Seller** (DS) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

APPRAISAL OF
A MULTI-TENANT OFFICE/WAREHOUSE BUILDING
LOCATED AT
5280 10TH AVENUE NORTH
GREENACRES, FLORIDA 33463

FOR

ANDREA MCCUE, CITY MANAGER
CITY OF GREENACRES
C/O THRON LAW

BY

ROBERT B. BANTING, MAI, SRA
CERT GEN RZ4

AND

KEVIN C. DORAN
CERT GEN RZ3345

WITH

ANDERSON & CARR, INC.
2801 EXCHANGE COURT
WEST PALM BEACH, FLORIDA 33409

DATE OF INSPECTION: APRIL 14, 2026
DATE OF REPORT: APRIL 16, 2026
CURRENT DATE OF VALUE: APRIL 14, 2026

A&C JOB NO.: 2260138.000
CLIENT REFERENCE: 5280 10TH AVENUE NORTH

April 16, 2026

Andrea McCue
City Manager
City of Greenacres
c/o Thron Law
1800 S. Australian Avenue
West Palm Beach, FL 33409

Dear Ms. McCue:

Pursuant to your request, we have personally appraised the real property being a multi-tenant office/warehouse building containing 9,280 square feet situated on a 23,932 square foot site. The subject property is located on the south side of 10th Avenue North just west of Swain Boulevard in Greenacres, Florida. The property address is 5280 10th Avenue North, Greenacres, FL, 33463.

The purpose of this appraisal is to estimate the market value of the fee simple estate of the subject property as of April 14, 2026. The intended use of the report is to assist the client and intended user in establishing a purchase or selling price. The intended user of this appraisal report is City of Greenacres c/o Thron Law. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

Per discussion with the client prior to our engagement, we have utilized the sales comparison approach to value, a common method used for valuing properties such as the subject property. It was determined that an income approach, while applicable to the subject property type, would not be necessary to meet the client's intended use of the appraisal and that the sales comparison approach would produce credible assignment results.

Extraordinary Assumption

This appraisal involves the use of an extraordinary assumption. An extraordinary assumption assumes uncertain information used in analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The use of an extraordinary assumption in appraisal practice can have significant impacts on value conclusions and the use of the extraordinary assumption herein may have affected assignment results.

An extraordinary assumption was used in the process of this appraisal as follows:

The appraiser did not gain access to two of the six warehouse bays. An extraordinary assumption was made that the units that were not inspected are of similar overall quality and condition to those that were inspected. If this assumption proves to be false, the appraiser reserves the right to amend the value conclusion within this report.

Andrea McCue
Page 2
April 16, 2026

We have utilized the sales comparison approach to value; a common method used for valuing properties such as the subject property.

As a result of our analysis, we have developed an opinion that the market value of the fee simple estate (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of April 14, 2026 was:

CURRENT MARKET VALUE
(AS-IS): **$2,550,000**

This letter must remain attached to the report, which contains 67 pages plus related exhibits, in order for the value opinion set forth to be considered valid. Your attention is directed to the General Limiting Conditions contained within this report.

Respectfully submitted,

ANDERSON & CARR, INC.



Robert B. Banting, MAI, SRA
Cert Gen RZ4



Kevin C. Doran
Cert Gen RZ3345

RBB/KCD:cmp

TABLE OF CONTENTS

Page No.

Summary of Important Facts and Conclusions 1
Certification 3
General Limiting Conditions 4
Extraordinary Assumptions 6
Hypothetical Conditions 6
Area/Location Maps 7
Parcel Map 8
Aerial Photographs 9
Subject Property Photos (Taken April 14, 2026) 10
Purpose and Date of Value 23
Property Appraised 23
Legal Description 23
Disclosure of Competency 23
Intended Use and User 23
Client 23
Definitions 24
Personal Property, Furniture, Fixtures and Equipment 24
Property Rights Appraised 24
Typical Buyer Profile 25
Scope of Assignment 25
Palm Beach Metropolitan Statistical Area Analysis 26
  Commercial Real Estate 30
  Residential Real Estate 36
Greenacres Summary 38
Neighborhood Summary 39
Property Data 40
  Taxpayer of Record 40
  Palm Beach County Property Control Number(s) 40
  Assessed Value and Taxes for 2025 40
  Census Tract 41
  Flood Zone Designation 42
  Zoning and Future Land Use 43
  Concurrency 44
  Utilities 44
  Subject Property Sales History 44
  Site Analysis 45
  Site Improvement Analysis 46
  Building Improvement Description 46
  Building Area Calculations / Floor Plan 47
Highest and Best Use 48

Exposure And Marketing Time....49
Sales Comparison Approach....50
Sales Summary and Discussion....64
Conclusion....67

Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4
Qualifications for Kevin C. Doran, Cert Gen RZ3345
Addendum: Engagement Letter

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Client:	Andrea McCue, City Manager City of Greenacres c/o Thron Law
Intended User	City of Greenacres c/o Thron Law
Intended Use:	Establishing a purchase or selling price
Taxpayer of Record:	Macaw Holdings VI LLC
Property Rights Appraised:	Fee simple estate
Extraordinary Assumptions:	Please see Extraordinary Assumption on page number 6
Hypothetical Conditions:	None
Unusual Market Externality:	None
Location:	Site is located on the south side of 10th Avenue North just west of Swain Boulevard in Greenacres, Florida.
Site/Land Area:	The subject site contains 23,932 square feet or 0.55 acres.
Improvements:	
Year Built:	1980
Condition:	Average
Building Size:	9,280 square feet
FAR:	0.39
Zoning:	MXD-OS/Mixed Development-Original Section by Greenacres
Land Use Plan:	MU/Mixed Use by Greenacres
Flood Zone & Map Reference:	Zone X (unshaded), Community Panel Number 12099C0569F, effective date of October 5, 2017
Census Tract:	0047.04
Current Use:	Office/Warehouse
Highest and Best Use:	Office/Warehouse

Exposure Time:	4 to 8 months
Marketing Time:	4 to 8 months

Estimated Property Values:

Value via Cost Approach:	N/A
Value via Income Capitalization Approach:	N/A
Value via Sales Comparison Approach:	$2,550,000

CURRENT MARKET VALUE (AS-IS):	**$2,550,000**
Date of Inspection:	April 14, 2026
Date of Report:	April 16, 2026
Date of Value:	April 14, 2026
Appraisers:	Robert B. Banting, MAI, SRA Cert Gen RZ4 Kevin C. Doran Cert Gen RZ3345

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Kevin C. Doran has made a personal inspection of the property that is the subject of this report. Robert B. Banting, MAI, SRA has not made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.



Robert B. Banting, MAI, SRA
Cert Gen RZ4
rbanting@andersoncarr.com
561-833-1661



Kevin C. Doran
Cert Gen RZ3345
kdoran@andersoncarr.com
561-833-1661

GENERAL LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being charged is for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.

3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.

4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.

6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.

7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.

8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.

9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.



10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.

11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.

12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

13. If applicable, the distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, no matter how similar and are invalid if so used.

14. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.

15. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.

16. The value estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

17. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.

18. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.



19. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

20. This appraisal report has been prepared for the exclusive benefit of the client and intended users, City of Greenacres c/o Thron Law. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of the ADA in estimating the value of the property has not been considered.

ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

EXTRAORDINARY ASSUMPTIONS

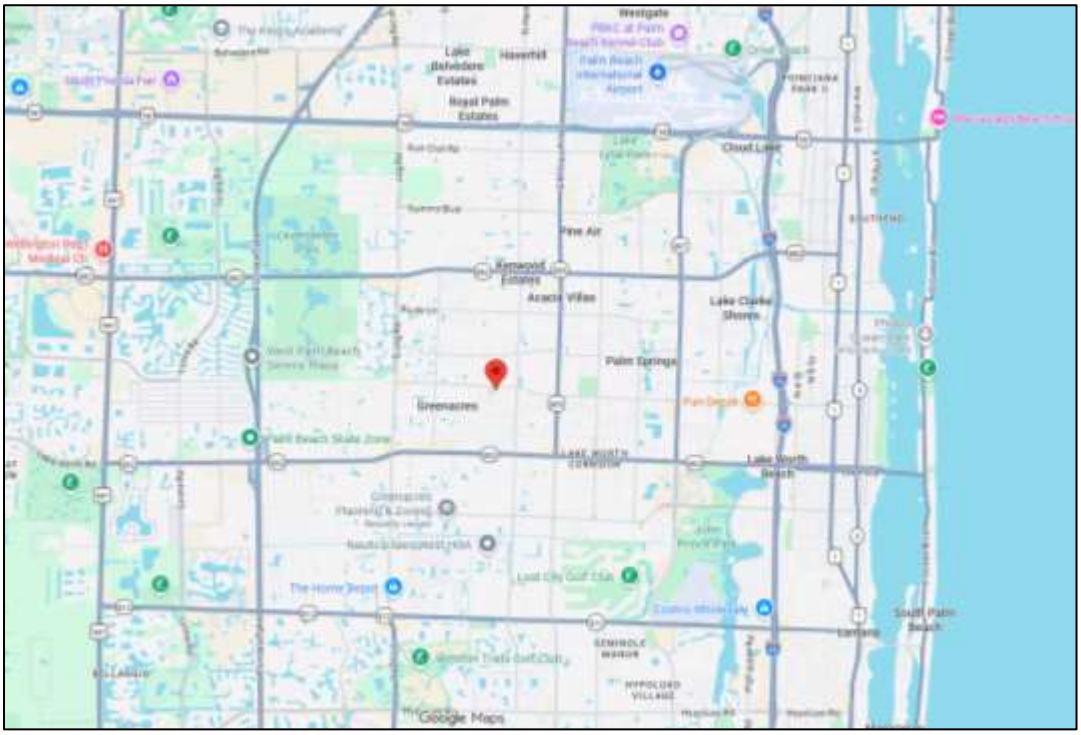
The appraiser did not gain access to two of the six warehouse bays. An extraordinary assumption was made that the units that were not inspected are of similar overall quality and condition to those that were inspected. If this assumption proves to be false, the appraiser reserves the right to amend the value conclusion within this report.

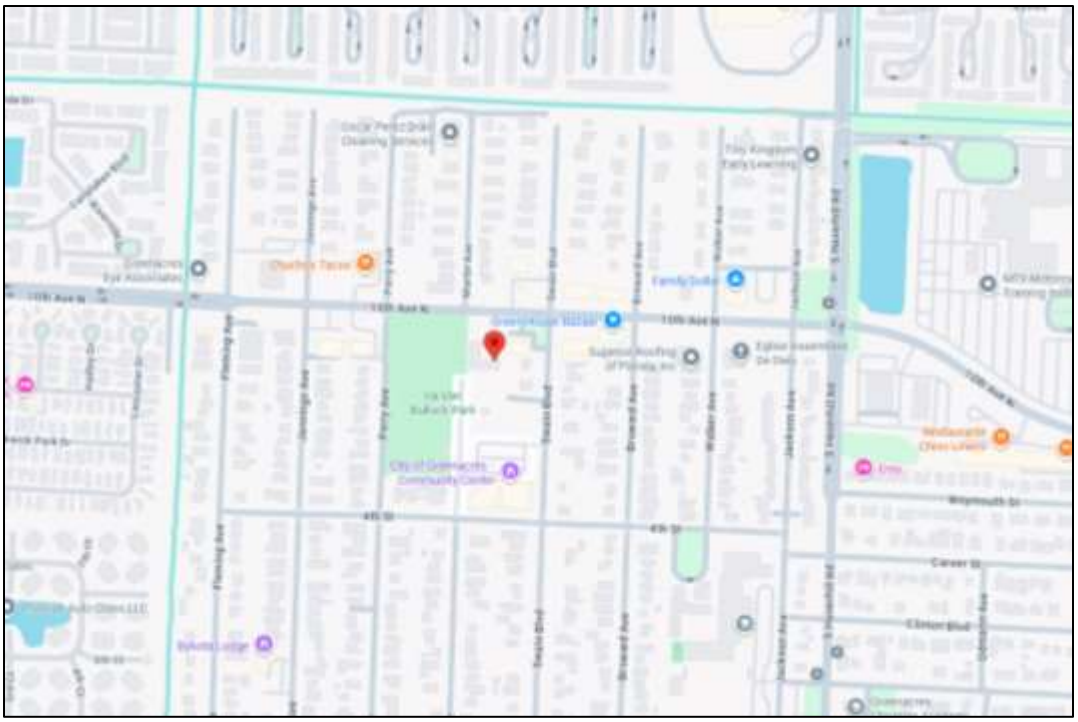
The use of an extraordinary assumption in appraisal practice can have significant impacts on value conclusions and the use of the extraordinary assumption herein may have affected assignment results.

HYPOTHETICAL CONDITIONS

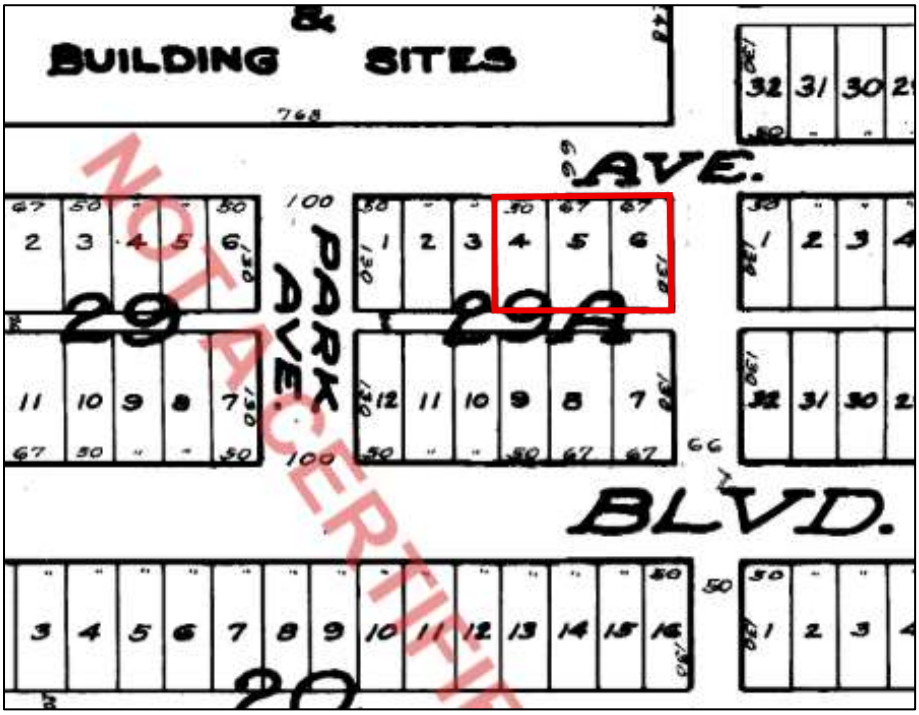
No Hypothetical Conditions were utilized in the preparation of this appraisal.

AREA/LOCATION MAPS





PARCEL MAP



AERIAL PHOTOGRAPHS





Bird's-eye view looking south

SUBJECT PROPERTY PHOTOS (TAKEN APRIL 14, 2026)



Front view of subject property



Close-up front view of east side of subject building



Close-up front view of west side of subject building



Exterior rear view of east side of subject building



Exterior rear view of southeast corner of subject building



Exterior rear view of east side of subject building



Exterior rear view looking west



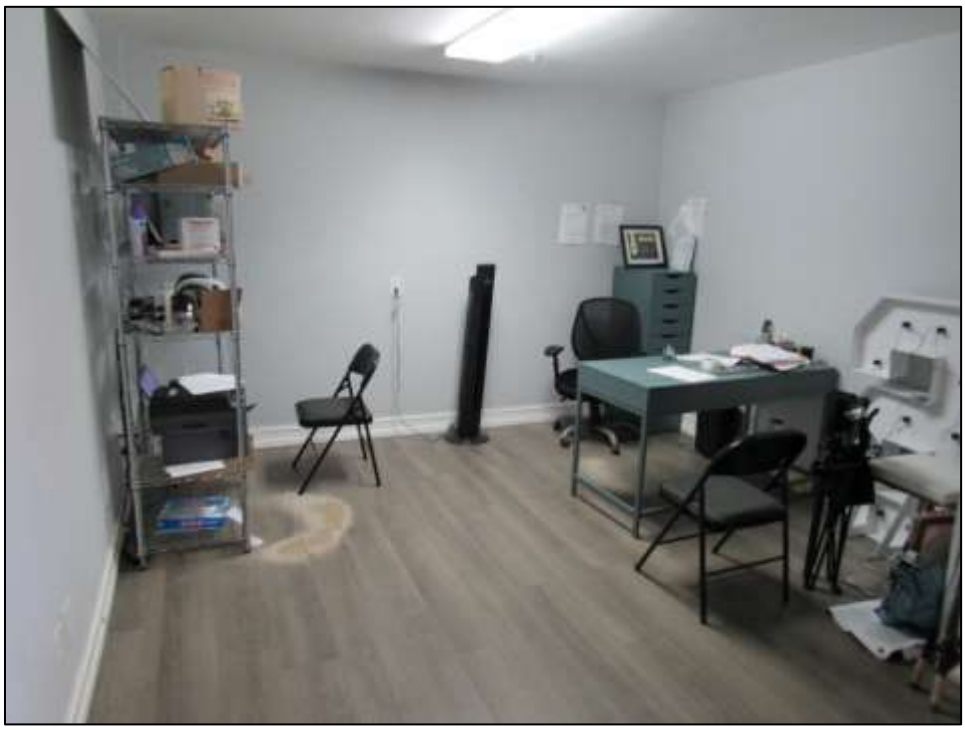
Exterior rear view of the west side looking southeast



Exterior view of the southwest corner of subject building



Interior view of Suite B



Interior view of Suite B



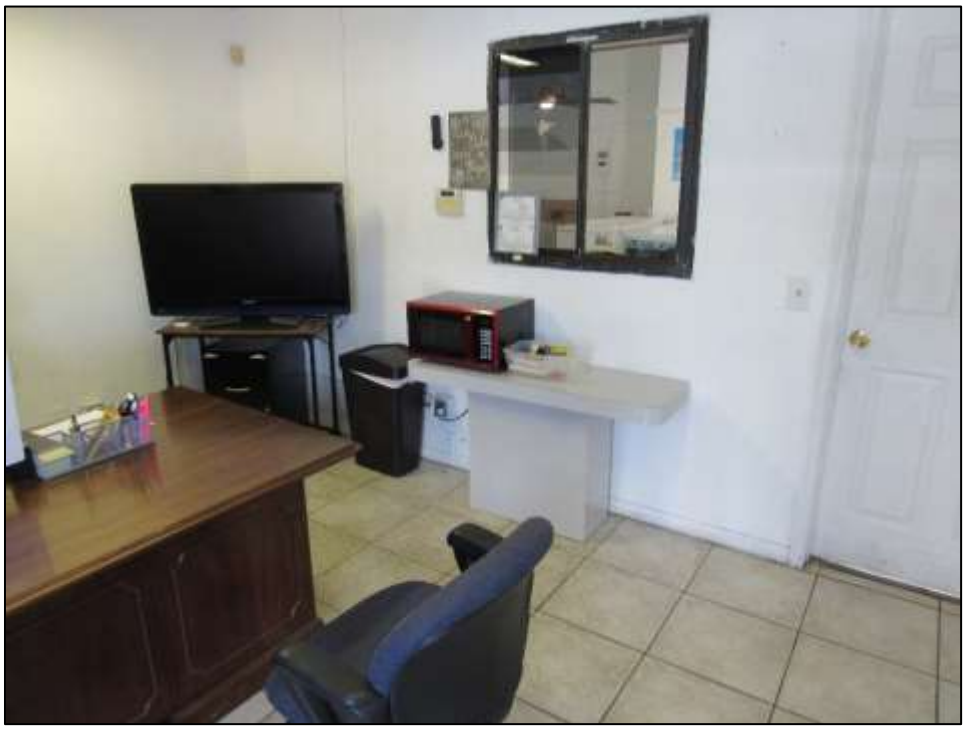
Interior view of Suite B



Interior view of Suite B



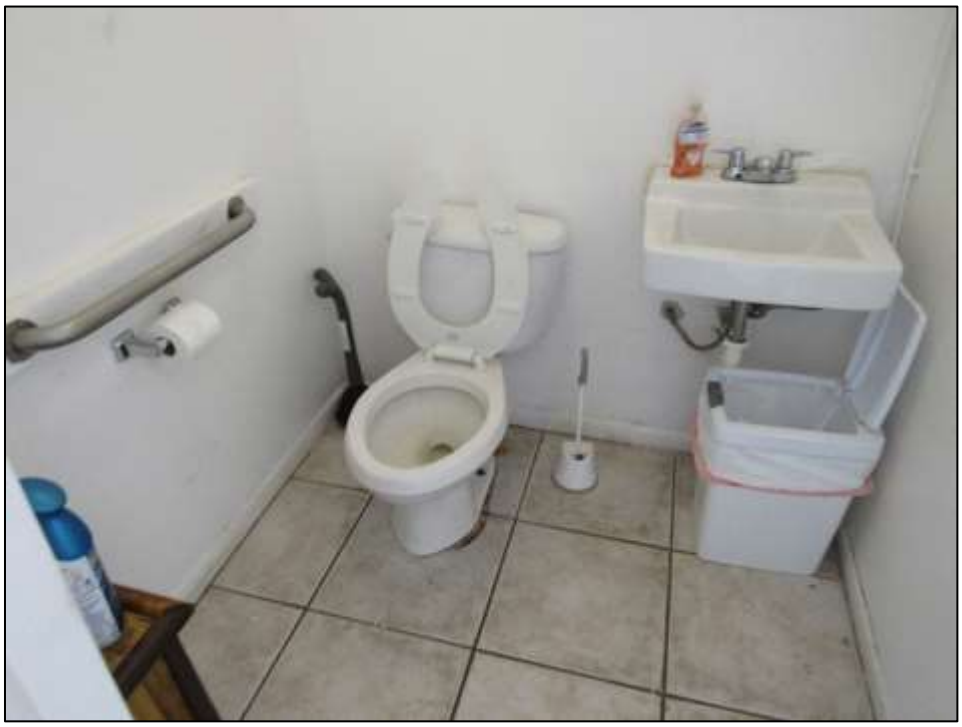
Interior view of Suite B



Interior view of Suite A



Interior view of Suite A



Interior view of Suite A



Interior view of Suite A



Interior view of Suite F



Interior view of Suite F



Interior view of Suite F



Interior view of Suite C



Interior view of Suite C



Interior view of Suite C



Interior view of Suite C



Street view looking west with the subject on the left

PURPOSE AND DATE OF VALUE

The purpose of this appraisal is to estimate the market value, fee simple estate, of the subject property as of April 14, 2026.

PROPERTY APPRAISED

The subject is a multi-tenant office/warehouse building containing 9,280 square feet situated on a 23,932 square foot site. The subject property is located on the south side of 10th Avenue North just west of Swain Boulevard in Greenacres, Florida. The property address is 5280 10th Avenue North, Greenacres, Florida 33463.

LEGAL DESCRIPTION

The legal description for the subject property was taken from the most recent deed for the subject property, recorded in OR Book 21344, Page 0671.

Lots 4, 5 and 6, Block 29A, GREENACRES PLAT NO. 2, according to the Plat thereof recorded in Plat Book 13, Page 3, of the Public Records of Palm Beach County, Florida.

DISCLOSURE OF COMPETENCY

Per the Competency Rule contained within the Uniform Standards of Professional Appraisal Practice, the appraisers hereby affirm that they are competent to complete the appraisal assignment for which they have been engaged by the client.

INTENDED USE AND USER

The intended use of this report is to assist the client and intended user in establishing a purchase or selling price. The intended user of the report is City of Greenacres c/o Thron Law.

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.

CLIENT

Ms. Andrea McCue
City Manager
City of Greenacres
c/o Thron Law
1800 S. Australian Avenue
West Palm Beach, FL 33409

DEFINITIONS

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in what they consider their own best interests; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) The price represents normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010).

Extraordinary Assumption

An assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market trends; or integrity of data used in an analysis. (USPAP, 2024 ed.).

An extraordinary assumption (the use of which may have affected the assignment results) was used in the process of this appraisal as follows:

The appraiser did not gain access to two of the six warehouse bays. An extraordinary assumption was made that the units that were not inspected are of similar overall quality and condition to those that were inspected.

PERSONAL PROPERTY, FURNITURE, FIXTURES AND EQUIPMENT

This appraised value does not include the personal property, furniture, fixtures, and equipment (FF&E), if any, used in the operation of the intended use of the property.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple estate.

Fee simple estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat (The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

TYPICAL BUYER PROFILE

In the analysis of comparable sales and in the appraiser's experience with this property type, size, and quality, we believe the typical buyer is a private investor and/or a partial owner user. The property is too small to be of interest to typical institutional buyers. The sales comparison approach to value reflects the actions of typical buyers within this market.

SCOPE OF ASSIGNMENT

The traditional appraisal approaches include the cost approach, the sales comparison approach, and the income capitalization approach. We have considered all three approaches in this assignment, and determined the sales comparison approach to be applicable in this assignment. Per discussion with the client prior to our engagement, we have utilized the sales comparison approach to value, a common method used for valuing properties such as the subject property. It was determined that an income approach, while applicable to the subject property type, would not be necessary to meet the client's intended use of the appraisal and that the sales comparison approach would produce credible assignment results.

In the process of gathering data for the sales comparison approach to value, we conducted a search of our appraisal files and public information sources such as the Palm Beach County Property Appraiser’s public access system and the Palm Beach County Clerk’s Office, as well as subscription-based information services such as CoStar.com for comparable sales in the relevant market area. We searched for the most similar sales to the subject property.

The sales ultimately selected for further analysis were the best comparable sales we were able to find in this market. We obtained and verified additional information on the comparable properties with a party to the transaction, or a broker or agent of the parties when possible.

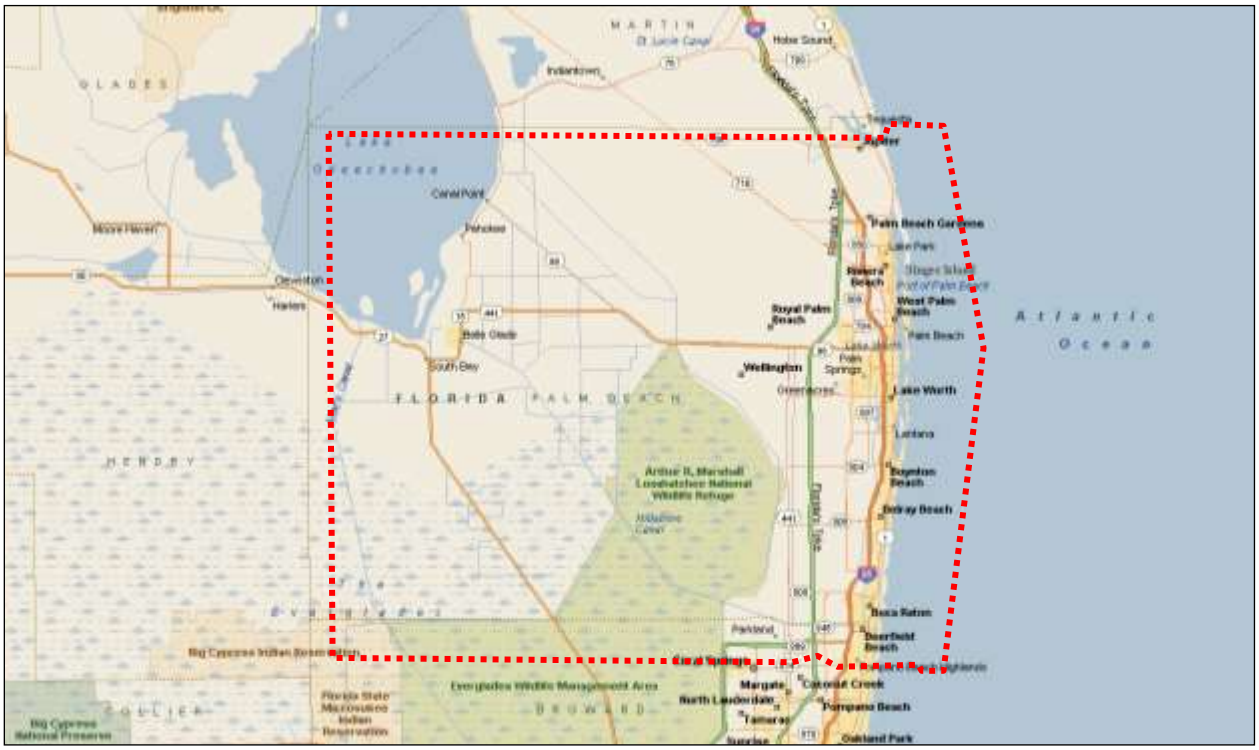
We inspected the interior and exterior of the subject property and the exterior of the comparables. Physical data pertaining to the subject property was obtained from an inspection of the premises and public information sources such as the Palm Beach County Property Appraiser’s records. Other data pertaining to the subject property was obtained from the Palm Beach County Clerk’s and Tax Collector’s offices and local planning and zoning departments.

The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being appraised. Additionally, we have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified sales, rental, and other information. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

Per USPAP Standard Rule 2-2 this analysis is an Appraisal Report presented in written format. The analysis and conclusions of this appraisal assignment are presented in a narrative appraisal report.

PALM BEACH METROPOLITAN STATISTICAL AREA ANALYSIS



Geography

Palm Beach County stretches along Florida's scenic Southeast coast, bordered by Martin County to the north, Hendry and Glades Counties to the west, Broward County to the south, and the Atlantic Ocean to the east. Its northwestern edge includes a portion of Lake Okeechobee—the largest freshwater lake in the state. Strategically located, the county sits about 80 miles north of Miami and 260 miles south of Jacksonville.

Covering roughly 2,203 square miles, Palm Beach County includes approximately 1,974 square miles of land and 229 square miles of water, with 47 miles of pristine coastline. According to the U.S. Census Bureau's 2020 report, the county's population reached 1,492,191—up 1.13% from the 2010 census count of 1,320,134. Much of this growth stems from domestic migration, with new residents arriving from northern states as well as from neighboring Miami-Dade and Broward Counties. Today, Palm Beach ranks as Florida's third most populous county, following only Miami-Dade and Broward.

The county is home to 38 incorporated municipalities. Among them, West Palm Beach stands as the largest and serves as the county seat. To the south, Boca Raton claims the title of second-largest city and is recognized as one of the highest-income retail trade areas in the nation. Together with Miami-Dade and Broward Counties, Palm Beach forms Florida's famed "Gold Coast"—a densely populated stretch approximately 110 miles long and up to 20 miles wide. This region is the second-largest urbanized area in the United States, trailing only the New York metropolitan area.

Transportation

Vehicular Travel

Interstate 95 is a major north/south thoroughfare that connects Palm Beach County to the southeastern and northeastern portions of the state, and then continues along the Eastern Seaboard to Maine. Florida's Turnpike also passes through the county and provides connections to Miami-Dade and Broward Counties to the south and Orlando to the north, connecting with I-75 around Leesburg, FL. Other north/south highways include A1A, U.S. Highway 1, Congress Avenue, Military Trail and U.S. 441. A1A connects the coastal communities along the eastern edge of the county while U.S. 441 connects the more western communities such as Wellington and Jupiter Farms. There are numerous local east/west roadways with Southern Boulevard and Blue Heron Boulevard providing access to the most western portions of the county including Belle Glade, as well as Florida's West Coast.

Airport

Palm Beach International Airport (PBI) is a commercial service airport, serving both air carriers (airlines) and general aviation aircraft. PBI has a 24-hour control tower and a U.S. Customs & Immigration port of entry facility. It is a key transportation asset for the region, located just 2.5 miles from downtown West Palm Beach and directly adjacent to I-95—providing seamless access for travelers and businesses across Palm Beach County. Since its opening in 1988, PBI has undergone continuous expansion to meet growing demand.

Currently, the airport hosts 14 major airlines offering a wide range of domestic routes, as well as international service to destinations including The Bahamas and Canada. To support increased passenger and cargo volume, a dedicated overpass interchange with I-95 was constructed, dramatically enhancing traffic flow and reducing transit times to and from the airport.

In addition to PBI, Palm Beach County also supports four commercial executive airports, further strengthening the region's aviation infrastructure and appeal for corporate travel, private aviation, and logistics operations. This robust air transportation network positions Palm Beach County as an attractive hub for both business and leisure travel, while supporting regional growth and economic development.

Rail Service and Transit

Palm Beach County is strategically served by two major rail corridors: the Florida East Coast Railway and the CSX Railway. The CSX line is partially owned by the Florida Department of Transportation to support Tri-Rail, South Florida's commuter rail system, which provides essential north-south connectivity across the tri-county region.

Amtrak operates passenger rail service through the county, linking Palm Beach to major cities across the United States. Meanwhile, BrightLine—a privately funded, high-speed intercity rail service—offers fast, modern transit between Miami and West Palm Beach, with additional stops in Fort Lauderdale and Aventura. Service began in 2018, and a significant extension from West Palm Beach to Orlando via Melbourne was more recently added, further enhancing regional access and workforce mobility.

On the local level, Palm Tran is the county's primary public transportation provider, offering fixed-route bus service across the region, as well as Palm Tran CONNECTION, a paratransit solution for qualified users. Additionally, a variety of trolley and shuttle services—operated by local municipalities and Tri-Rail—ensures comprehensive coverage and convenient last-mile transit options.

This multi-modal transportation network supports a dynamic business environment by facilitating commuter access, improving logistics, and strengthening regional ties across South and Central Florida.

Port of Palm Beach and Intracoastal Waterway

The Port of Palm Beach, located in Riviera Beach, Florida, operates as an independent taxing authority governed by a five-member Board of Commissioners. Based on fiscal year end reports from 2023, the annual cargo throughput is $14.9 billion per year, with the highest container volume per acre in the U.S., and cruise ship passenger traffic exceeding 400,000; it ranks as the fourth busiest container port among Florida's 14 deepwater ports and 18th in the United States.

What sets the Port apart is its strong export orientation—approximately 80% of its cargo is outbound. It plays a vital role in regional trade, particularly with the Caribbean, supplying up to 60% of all goods consumed in The Bahamas. This makes the Port of Palm Beach a key logistics hub for companies engaged in international commerce and maritime shipping.

Complementing the Port's operations is the Intracoastal Waterway, one of Palm Beach County's most prominent marine assets, including a unique deep-water Mega Yacht berth and offering a full suite of yacht services. Spanning approximately 43 miles, it links 23 municipalities across the county and serves as a critical corridor for recreational boating, marine transport, and waterfront development.

Together, these assets position Palm Beach County as a strategic gateway for global trade and a valuable node in Florida's maritime economy.

Economy

The Palm Beach area's above-average concentration of finance, professional services, and business-related employment contributes to its higher median household incomes when compared to Fort Lauderdale and Miami. Palm Beach County has benefited from a net influx of wealth over the past few years. This capital migration has mainly been driven by affluent individuals relocating from the Northeast and West. Furthermore, employment growth in the region has exceeded national averages since the pandemic, supported by the creation of high-paying office jobs. However, growth has slowed since late 2023.

With a slowdown in office-related job growth and domestic migration, single-family prices and multifamily rents have begun to moderate. A surge in new apartment construction has helped curb rent hikes, especially in the luxury apartment segment. Additionally, an increase in for-sale listings, combined with reduced buyer activity due to higher interest rates, has contributed to stabilizing home prices.

While Miami-Dade County has seen domestic out-migration, particularly among lower-income households, Palm Beach continues to experience population growth. However, both population and employment growth have begun to decelerate, with most projected job gains in the coming year expected to come from lower-wage sectors such as arts, entertainment, recreation, accommodation, food services, and construction. The prevalence of lower-wage jobs and a shortage of affordable housing will likely exacerbate the gap between living costs and wages for many residents, slowing household formation in the near term.

However, Palm Beach has recently attracted several prominent companies. For example, Goldman Sachs and Elliott Management have moved into the new 360 Rosemary office building in Downtown West Palm. Additionally, One Flagler, completed at the end of 2024, is already roughly 90% leased, signaling the continued attraction of high-earning jobs in the near term.

PALM BEACH EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	23	0.4	0.71%	-0.97%	2.14%	0.24%	0.69%	0.24%
Trade, Transportation and Utilities	129	1.0	1.27%	0.27%	1.33%	0.78%	0.50%	0.26%
Retail Trade	82	1.2	1.63%	0.49%	0.54%	-0.02%	0.40%	0.16%
Financial Activities	51	1.2	2.05%	0.36%	2.41%	1.21%	0.41%	0.34%
Government	65	0.6	0.06%	-0.42%	0.57%	0.60%	0.44%	0.33%
Natural Resources, Mining and Construction	45	1.1	-0.30%	-0.11%	3.35%	1.92%	1.07%	0.63%
Education and Health Services	126	1.0	4.43%	2.67%	3.03%	2.16%	0.83%	0.52%
Professional and Business Services	134	1.3	0.12%	-0.07%	2.27%	1.22%	0.81%	0.62%
Information	12	0.9	2.60%	-0.01%	1.03%	0.60%	0.79%	0.31%
Leisure and Hospitality	96	1.3	1.78%	0.55%	1.41%	1.03%	1.07%	0.87%
Other Services	31	1.2	2.10%	0.92%	-0.05%	0.70%	0.42%	0.22%
Total Employment	**714**	**1.0**	**1.55%**	**0.46%**	**1.87%**	**1.10%**	**0.73%**	**0.45%**

Source: Oxford Economics
LQ = Location Quotient

Commercial Real Estate

Industrial

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	48,582,528	8.0%	$16.68	8.8%	(144,903)	550,087	508,119
Specialized Industrial	11,989,069	4.2%	$17.57	9.4%	72,296	0	499,991
Flex	11,247,039	4.2%	$21.97	4.3%	55,724	0	0
Market	**71,818,636**	**6.8%**	**$17.65**	**8.2%**	**(16,883)**	**550,087**	**1,008,110**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	0.7% (YOY)	5.1%	6.7%	10.9%	2009 Q4	2.3%	2018 Q3
Net Absorption SF	238K	684,419	878,845	2,280,609	2005 Q3	(2,353,156)	2009 Q3
Deliveries SF	797K	903,348	962,286	2,529,740	2024 Q3	25,400	2011 Q1
Market Asking Rent Growth	3.1%	3.6%	3.8%	10.7%	2022 Q3	-4.1%	2009 Q4
Sales Volume	$567M	$260.1M	N/A	$853.8M	2022 Q2	$35.5M	2010 Q1

Palm Beach's trailing 12-month industrial net absorption has slowed to 240,000 SF, down from elevated levels of 2.2 million SF during early 2022. Absorption of new space, built since 2023, has driven the bulk of positive gains over the last year, with older properties seeing net move-outs.

Smaller properties of less than 100,000 SF have seen a continual softening in occupancy since 2023, resulting in rising vacancies from a low of 2.6% in 2022 to 6.8% as of the first quarter of 2026. That said, despite a slower economic environment weighing on lease volume, there is still limited availability of existing space, with vacancies remaining below the U.S. average of 7.6%.

Palm Beach's tight market conditions have provided landlords with enough bargaining power to increase rents by 2.5% over the past year, above U.S. average gains of 1.3%. Despite recent gains, slowing demand and rising vacancies have resulted in a moderation in rent gains from peak levels of over 10% year-over-year recorded in 2022. Further deceleration is likely as higher interest rates weigh on economic growth.

Modern logistics space is scarce in Palm Beach, with 10% of inventory being built since 2010 versus 23% on average across the U.S. However, with 910,000 SF underway, the area continues to see some supply, in line with average annual under-construction square footage of 1.3 million over the last five years. Recent supply additions have also impacted vacancies, with over 1.5 million SF of space available in properties built since 2020.

Further deliveries will drag on vacancy, as over 70% of space remains available in properties underway. Despite this recent rise, vacancies are expected to remain at or below 6% and below the U.S. average over the near-term forecast.

The Palm Beach industrial market remains a critical logistics hub as it provides access to the large population pool in South Florida, the ninth-largest U.S. metropolitan statistical area in terms of population. Despite ranking fourth after Jaxport, PortMiami, and Port Everglades in containerized cargo, the Port of Palm Beach provides significant infrastructure for businesses. The rise of buying power in Palm Beach and a lack of available space in Fort Lauderdale and Miami should continue to help drive businesses northward into the market.

Although sales volume has moderated after a historic boom in 2021-22, annual activity totals $516 million, above long-term average annual volume of $455 million over the past 10 years. Additionally, despite an interest rate-driven cap rate expansion, a limited supply of space and healthy demand should continue to result in rent growth and value outperformance relative to other U.S. markets with more significant imbalances between demand and supply.

Office

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	14,055,154	14.9%	$60.97	23.4%	(145,293)	0	2,319,120
3 Star	35,494,384	8.2%	$43.79	9.9%	(56,528)	0	59,022
1 & 2 Star	12,407,914	4.4%	$35.63	5.2%	(31,025)	0	8,440
Market	**61,957,452**	**9.0%**	**$46.59**	**12.5%**	**(232,846)**	**0**	**2,386,582**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	0.7% (YOY)	10.3%	9.6%	16.0%	2010 Q3	6.0%	2000 Q2
Net Absorption SF	(263K)	517,500	345,861	2,135,086	2004 Q4	(1,113,596)	2008 Q1
Deliveries SF	212K	739,665	688,595	3,542,699	2008 Q4	30,000	2024 Q2
Market Asking Rent Growth	3.7%	3.0%	1.7%	10.1%	2022 Q3	-6.4%	2009 Q4
Sales Volume	$817M	$703.5M	N/A	$2.3B	2022 Q1	$99.9M	2009 Q4

Available office space in Palm Beach has risen since2022, with net absorption turning negative in 2023 and again in 2024. Despite the recent softening, longer-term Trends in the market continue to indicate a preference for high-quality 4 & 5 Star office space located in the market's CBD. In fact, over 80% of demand in Palm Beach has been concentrated in 4 & 5 Star assets since 2019, and over 60% of 4 & 5 Star demand has been concentrated within West Palm Beach over the same
time period.

Additionally, developers have been active in the 4 & 5 Star segment, adding over 1.7 million SF, or over 12% of existing inventory, since 2015. Still, this newer inventory is over 90% occupied. Currently, there is 2.3 million SF of 4 & 5 Star office space under construction mainly concentrated across four properties, with over 80% of the rentable area located in the West Palm Beach CBD. This is above the average SF in deliveries over the prior three years, with properties underway having an availability
rate of over 70%.

Office rents in Palm Beach are growing at a 3.7% annual rate during the first quarter of 2026, though gains have moderated, falling below the three-year average annual rent growth of 5.8%. Gains have been driven by limited deliveries and healthy tenant demand in 2021 and 2022, which resulted in significant vacancy

contraction in those years. Although vacancies have expanded recently to 9.0%, these remain in line with the 10-year average of 8.9% as of the first quarter of 2026.

Despite healthy occupancy, softer office-using job gains are slowing tenant demand. Still, the area's lower cost of business and warm climate, coupled with an increasingly diversifying employment base, should help buoy long term demand growth for 4 and 5 Star properties, even with the structurally-weakened correlation between office-using labor growth and office leasing.

Transaction volume has moderated since 2023, with $817 million trading in the last twelve months, below the $1.1 billion traded on average in the last five years. Despite this near-term slowdown, the Palm Beach market remains attractive on a relative basis as vacancy rates, which remain well below the national average of 14.1% and positive rent gains, suggest the market may be somewhat insulated from future economic uncertainty when compared to its high-growth peer markets. Still, a near-term pullback in buyer activity will likely continue as rising vacancies, softer rent gains, and still-elevated interest rates impact value creation and investment decisions

Retail

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	9,332,160	2.9%	$41.20	1.2%	0	0	0
Power Center	3,379,830	1.6%	$41.45	4.1%	0	0	0
Neighborhood Center	29,856,724	5.3%	$35.82	6.4%	(26,806)	0	171,942
Strip Center	5,310,605	4.1%	$34.30	4.9%	(6,712)	0	123,022
General Retail	32,776,286	2.6%	$37.66	3.1%	(4,698)	0	159,806
Other	684,743	3.7%	$50.68	6.9%	0	0	0
Market	**81,340,348**	**3.7%**	**$37.43**	**4.3%**	**(38,216)**	**0**	**454,770**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	0.1% (YOY)	5.2%	3.8%	8.7%	2010 Q1	3.0%	2022 Q4
Net Absorption SF	129K	485,254	215,542	1,529,238	2022 Q1	(1,063,210)	2009 Q3
Deliveries SF	228K	687,935	342,192	2,920,828	2006 Q4	191,973	2012 Q3
Market Asking Rent Growth	4.3%	2.8%	4.9%	7.3%	2023 Q3	-5.8%	2009 Q3
Sales Volume	$1.3B	$754.8M	N/A	$1.8B	2022 Q3	$136.2M	2009 Q3

Palm Beach retail leasing activity has slowed over the past 12 months, with over 1.8 million SF through the first half of 2025, down from recent peak levels of over 2.4 million SF leased as of the first quarter of 2022. Despite a continued lack of available space, the recent moderation in leasing activity is now driven by softer tenant demand. In fact, net absorption has trended down in the last three years, remaining in negative territory since 2024.

Recent tenant churn has kept annual net absorption subdued, totaling 150,000 SF. Still, this had a limited impact on the availability rate which stands at 4.3% as of the first quarter of 2026, in line with the five-year average availability rate of 4.6%.

Over the past few years, an influx of high-net-worth individuals has bolstered Palm Beach resident spending, however this tailwind has moderated. Softer retail sales growth along with significant rent increases since 2019 has driven a moderation in rent gains, with annual growth at 4.3%, slowing from peak levels of 7.3% in the third quarter of 2023.

Construction has remained largely muted, with 2023 and 2024 deliveries totaling just over 272,000 SF and 404,000 SF respectively. Going forward, annual inventory additions are expected to remain below the 10-year average of 370,000 SF. Higher interest rates and elevated land values continue to weigh on developer activity in the market, with construction starts slowing continuously from 2022 levels. This should help retail vacancies remain tight at around 3.7%, in line with the 10-year historical average of 4.0%.

Transaction volume has moderated from 2021 and 2022 highs. That said $1.3 billion transacted over the past 12 months, above the five-year annual average of $1.0 billion. Despite strong fundamentals of tight vacancies and healthy rent gains, higher interest rates have driven cap rates higher by 50 basis points from their lowest level in the last five years. That said, the average transaction size has risen by 40% from levels a year ago, as large institutional and REIT/Public buyers have been active over the last year.

Multi-Family

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	45,278	7.1%	$2,789	$2,760	2	0	4,917
3 Star	25,056	7.0%	$2,190	$2,176	3	0	863
1 & 2 Star	13,989	5.7%	$1,823	$1,808	0	0	0
Market	**84,323**	**6.8%**	**$2,510**	**$2,487**	**5**	**0**	**5,780**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-1.4% (YOY)	7.7%	6.4%	10.0%	2009 Q1	3.7%	2021 Q3
Absorption Units	1,952	1,435	1,740	5,272	2021 Q3	(201)	2006 Q3
Delivered Units	918	1,587	1,693	4,545	2024 Q3	0	2011 Q1
Demolished Units	36	45	28	285	2010 Q1	0	2025 Q2
Asking Rent Growth	1.0%	3.1%	1.9%	23.0%	2021 Q4	-3.2%	2008 Q3
Effective Rent Growth	1.1%	3.1%	1.9%	24.3%	2021 Q4	-3.1%	2008 Q3
Sales Volume	$1.5B	$795.7M	N/A	$3.6B	2022 Q2	$63.9M	2007 Q3

Palm Beach's multifamily market is normalizing after the pandemic-era surge, reflecting a more balanced supply-demand dynamic. Still, affordability challenges, a sizable construction pipeline, and slowing population and job growth present near-term headwinds.

Annual absorption totals 1,900 as of the first quarter of 2026, down from 3,400 a year ago. Despite softer demand, deliveries plunged to a cycle low of 870 units in 2025, after a record 4,000 units in 2024, positioning Palm Beach as one of Florida's tightest markets. Deliveries in 2026–2027 are expected to align with historical averages; however, the 5,800 units under construction represents a 6.9% inventory expansion.

Vacancy improved by 1.3% year-over-year to 6.8% as of 2026 Q1, well below the national index of 8.5%. This was driven by reduced deliveries, and a 300-basis-point drop in 4- and 5-star properties to 7.1%, which absorbed nearly all demand. However, elevated luxury supply has pressured the mid-tier segment, where vacancy rose 100 basis points to 7.0%, surpassing the metro average for the first time since 2007-2011.

Economic trends amplify these dynamics. Immigration, a key driver of recent growth, slowed sharply in 2025, while job gains normalized after surging from 2022 to 2024. Both factors have tempered household formation, and market participants report rising vacancies due to households leaving the area, particularly in affordable segments.

Palm Beach leads the nation's 50 largest metros with cumulative rent growth of 28.3% over the last five years. Asking rents average $2,510, making Palm Beach the most expensive apartment market in Florida, reflecting a premium of over 40% compared to the US average. Annual rent growth remains positive but slowed to 1.0% year-over-year. 4- and 5-star properties posted growth of 1.1%, while lower-tier assets recorded stronger gains of 4.4%; mid-tier rents saw rents change -0.4%. Operators cite Live Local conversions and aggressive concessions of up to two months free at luxury lease-ups as key pressures on 3-star performance.

Sales volume totals $1.5 billion across 62 transactions over the past year, which is near the 5-year average and more than double the 2023 cycle low of $609 million. While all quality segments saw activity, 4- and 5-star assets accounted for nearly 90% of volume and drove a resurgence in the second-half of 2025. Average pricing rose 5% year-over-year to $360,000 per unit, supported by high-end trades. Cap rates for top-tier properties have stabilized in the high-4% to low-5% range, with pricing near $400K per unit. Workforce housing deals ranged from $175K–$300K per unit, with cap rates between 6% and 7.5%.

Looking forward, the base case forecast anticipates a modest increase in absorption in 2026, coinciding with the delivery of 2,200 units currently under construction. Vacancy is expected to remain below 7%, while rent growth stabilizes in the mid-2% range. Concessions will persist as a key incentive amid competitive conditions.

Residential Real Estate

PALM BEACH COUNTY
MARKET SNAPSHOT

Single Family Homes	2025	2024	% Change
Closed Sales	13,969	13,317	4.9%
Paid in Cash	5,876	5,855	0.4%
Median Sale Price	$630,000	$630,000	0.0%
Original List Price Received	93.7%	94.3%	-0.6%
Median Days to Contract	52	44	18.2%
Inventory (Active Listings)	5,370	5,637	-4.7%
Months Supply of Inventory	4.6	5.1	-9.8%

Townhouses/Condos	2025	2024	% Change
Closed Sales	9,779	9,948	-1.7%
Paid in Cash	5,899	6,005	-1.8%
Median Sale Price	$310,345	$320,000	-3.0%
Original List Price Received	91.3%	93.3%	-2.1%
Median Days to Contract	76	52	46.2%
Inventory (Active Listings)	6,925	7,287	-5.0%
Months Supply of Inventory	8.5	8.8	-3.4%

BEACHESMLS
Broward, Palm Beaches & St. Lucie Realtors®

YEAR-END

DEMOGRAPHIC TRENDS

	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
Demographic Category	Metro	US	Metro	US	Metro	US	Metro	US
Population	1,604,499	342,146,250	0.9%	0.4%	1.2%	0.6%	0.6%	0.3%
Households	626,581	133,968,750	1.2%	0.7%	0.9%	1.0%	0.9%	0.6%
Median Household Income	$89,880	$83,634	1.8%	2.8%	4.7%	4.1%	3.3%	3.5%
Labor Force	783,586	170,934,938	1.8%	1.4%	1.2%	0.8%	0.5%	0.2%
Unemployment	3.8%	4.3%	0.4%	0.2%	-0.1%	-0.1%	-	-

Source: Oxford Economics

POPULATION GROWTH



LABOR FORCE GROWTH



INCOME GROWTH



Source: Oxford Economics

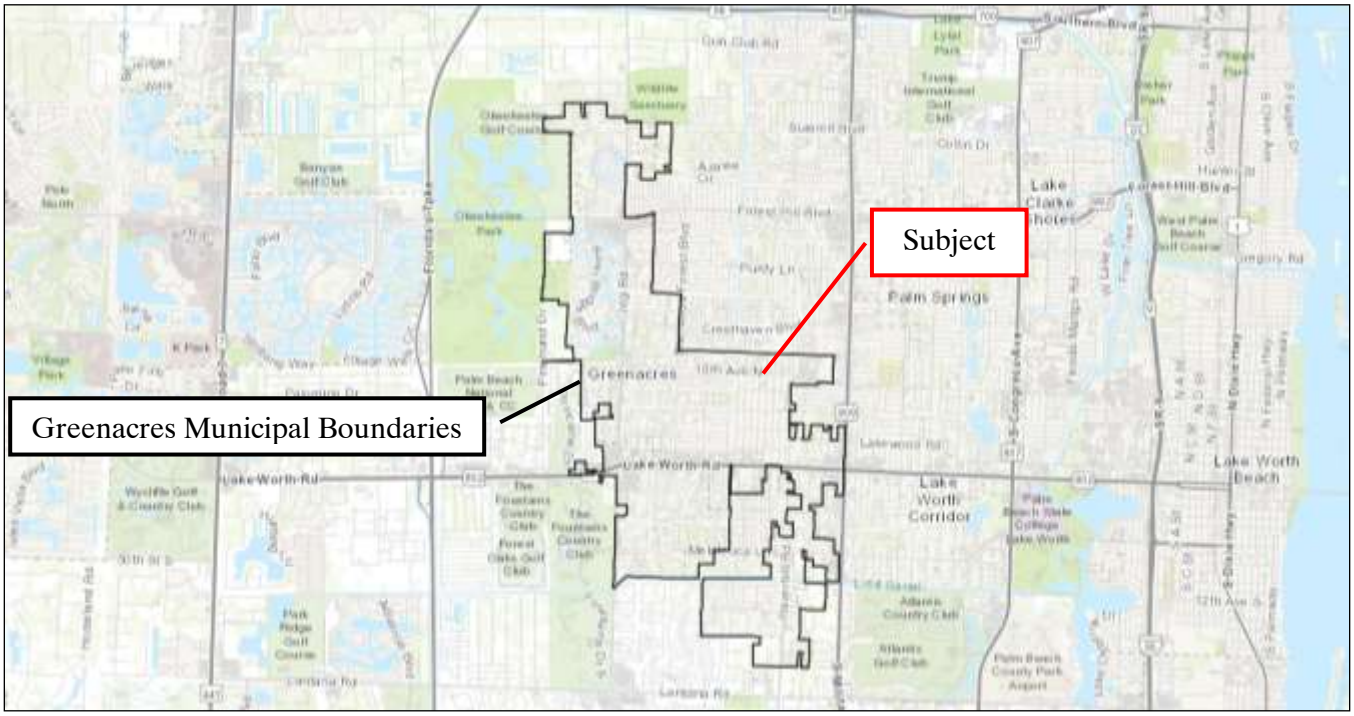
Conclusion

Palm Beach County continues to demonstrate strong economic resilience and growth, driven by in-migration, a diversified workforce, and its status as a key business and tourism hub. Despite challenges such as rising vacancies in the industrial and office sectors and a slowdown in retail leasing activity, the county's overall real estate market remains robust. The multi-family sector, while experiencing short-term oversupply, continues to attract institutional investment, and long-term demand fundamentals remain favorable.

The County's strategic location, well-developed transportation infrastructure, and lack of a state income tax have positioned it as an attractive destination for businesses and high-net-worth individuals. While rising interest rates and economic uncertainties may impact short-term investment activity, Palm Beach County's broad employment base and strong demand for residential and commercial real estate suggest continued stability. Looking ahead, limited land availability and sustained population growth will likely drive further development, supporting long-term economic expansion and maintaining Palm Beach County's position as a highly desirable market.

GREENACRES SUMMARY

The subject is located within the incorporated municipality of the City of Greenacres. The map below outlines the City's boundaries.



The excerpts were taken from the City's website:

Located in the central part of Palm Beach County, the City was founded by Lawrence Carter Swain, as a "Good Place to Live", and was originally incorporated in 1926.

The City is governed by a Mayor and five council members who establish policy for the City while the daily operations are administered by a city manager. The City provides a complement of municipal services including police (contracted), fire, emergency medical services, community and recreation, planning, building, engineering and public works.

With a land area of approximately six square miles and a population of nearly 44,000, the City of Greenacres is the eighth largest of the 39 municipalities in Palm Beach County.

The City has 17,108 dwelling units providing diversity in type (single family, condominiums, villas, townhomes and apartments) and price range. The majority of the commercial establishments offer a variety of services, restaurants, retail, and amusements, mainly located along Lake Worth Road, Forest Hill Boulevard, Tenth Avenue North and Jog Road.

The City is home to five elementary schools, three middle schools and a high school, as well as numerous houses of worship, a library, and a post office. The City has 11 parks with a combined area of over 93 acres providing a variety of recreational opportunities for day and night time play for residents of all ages. Adjacent to the City is Okeeheelee Park, a regional county park providing over 1,700 acres of recreation. The City's Community Center is host to a variety of youth, adult and senior classes and activities.

Land Area Uses

- 43.6 acres of vacant land remain in the City.
- Residential uses account for 65% of the City's land area.
- Commercial Uses account for 9%.
- Public/Institutional accounts for 10%.
- Recreation and Open Space account for 3%.
- Roadways and waterways account for 13%
- Since the incorporation of the City of Greenacres in 1926, the City's land area has grown, from 263 acres to 3,724.8 acres.

NEIGHBORHOOD SUMMARY

The subject property is located along the south side of 10th Avenue North, roughly 0.25 miles west of the intersection of 10th Avenue North and South Haverhill Road. Though generally referred to as being in suburban Lake Worth, the subject is located in the City of Greenacres with un-incorporated areas of Palm Beach County to the north and south and the municipal limits of Palm Springs to the east. South Haverhill Road is a primary four lane divided thoroughfare that receives moderately heavy traffic. Further east is Military Trail being a major north/south six-laned commercial corridor.

The area is comprised primarily of older neighborhood strip shopping centers, free standing office/retail buildings, service stations, used auto dealerships, restaurants and various other retail establishments as well as single and multi-family properties. There are several residential developments that line this otherwise commercial corridor. Residential neighborhoods generally back up to the commercial properties.

10th Avenue North is an east/west traffic artery that extends from North Federal Highway in Lake Worth westward to Pinehurst Drive in Palm Beach County. This roadway from I-95 westward to Haverhill Road has a strip commercial corridor along four lanes of traffic surrounded by older residential areas.

Other primary north and southbound arteries that serve the area include Congress Avenue, Interstate 95 and Jog Road. Primary east and west thoroughfares are Lake Worth Road to the south and Southern Boulevard and Forest Hill Boulevard to the north, all of which have interchanges with Interstate 95. Southern Boulevard and Lake Worth Road also have interchanges with Florida's Turnpike. The infill area of these major roadways is mostly residential. There are varied types of uses including trailer parks, to single and multi-family areas, and golf course communities.

PROPERTY DATA

Taxpayer of Record

Macaw Holdings VI LLC

Palm Beach County Property Control Number(s)

18-42-44-23-01-054-0040

Assessed Value and Taxes for 2025

The following information was taken from the Palm Beach County Property Appraiser's and Tax Collector's web sites.

Appraisals		
Improvements $1,061,355	Land $358,965	Total Market Value $1,420,320
Assessed and Taxable Values		
Assessed Value $1,057,758	Exemption $0	Taxable Value $1,057,758
Taxes		
Ad Valorem $22,502	Non-Ad Valorem $2,285	Total Tax $24,787

A typical informed buyer would recognize the possibility of a reassessment following a sale of the property and the possibility that taxes could change as a result, if the assessed value is substantially different than the true market value.

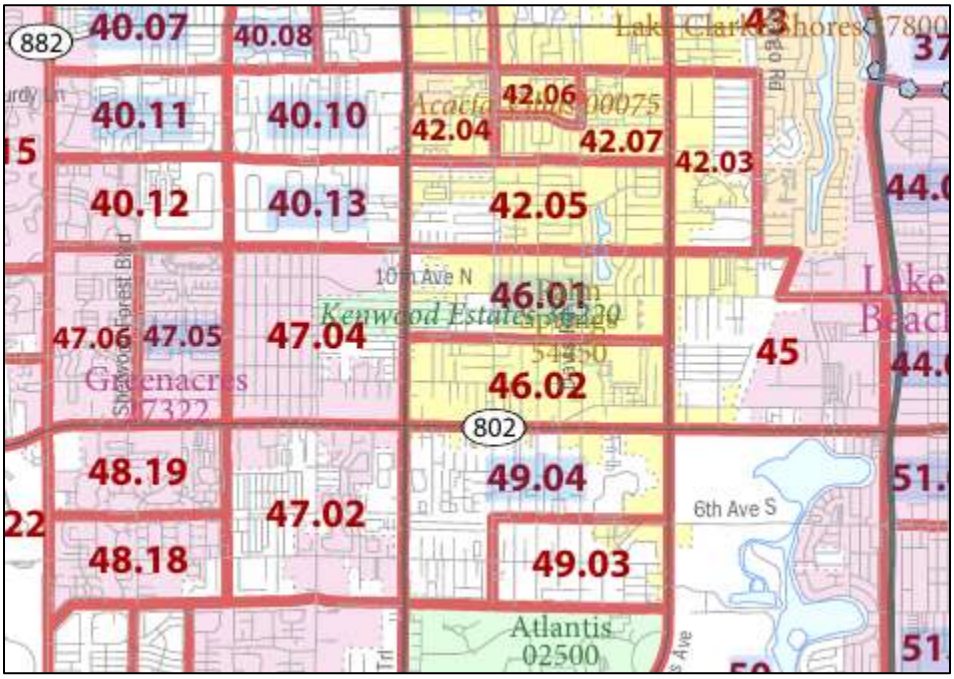
That said, the subject appears to be under assessed based on the market value conclusion contained herein. We believe a prudent investor would calculate their potential property tax liability based on an assessment reflective of whatever sale price they are proposing to pay.

Our value conclusion does not discount for any taxes owed on the property, current or delinquent. The value assumes the property is free and clear and not subject to any prior year’s delinquencies or outstanding tax certificates. The appraisers strongly suggest any potential buyer, mortgagee, or other investor in the property fully investigate the tax status of the subject property with the County’s Tax Collectors office.

Census Tract

The subject property is located in census tract 0047.04.

Census Tract Map

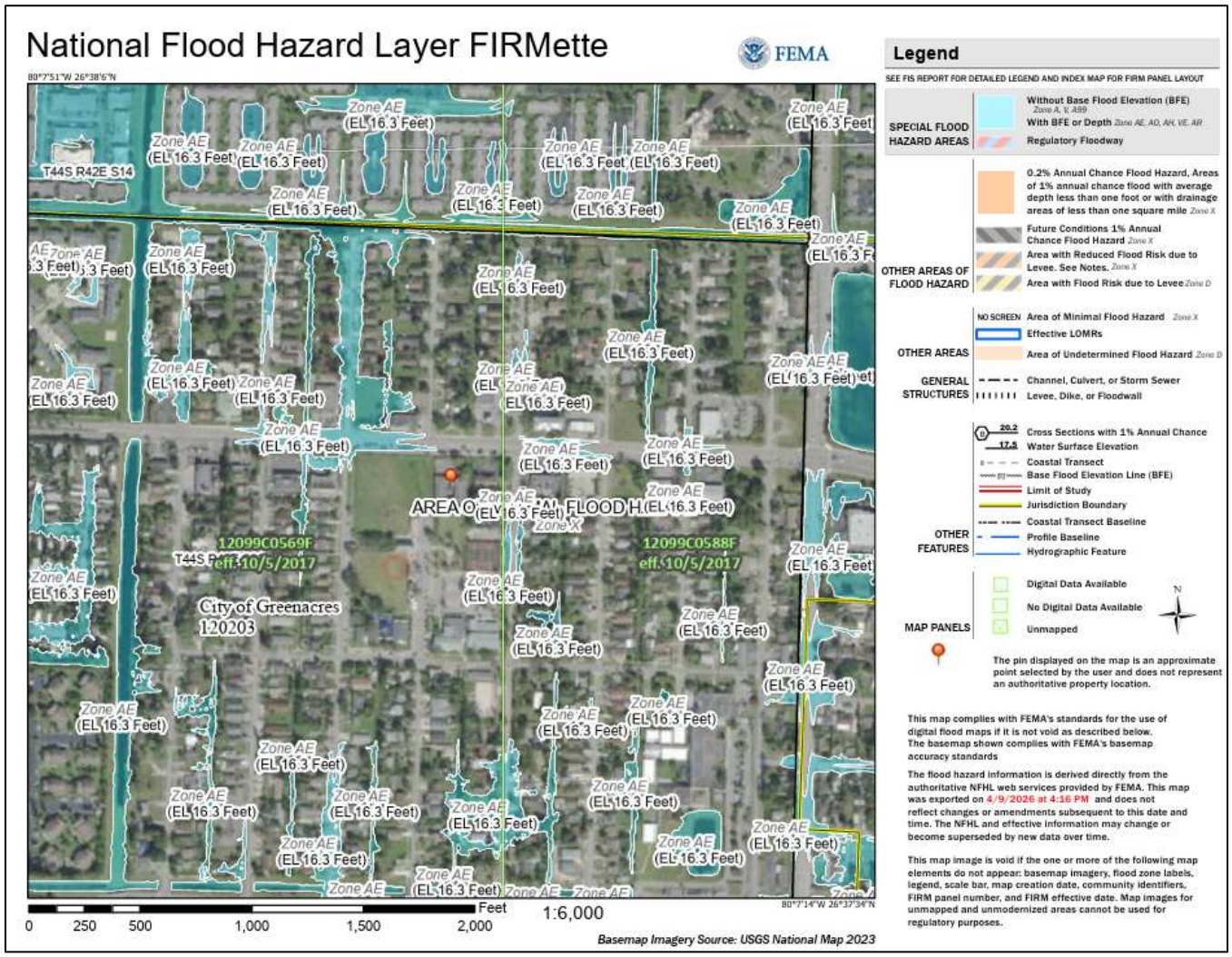


Flood Zone Designation

The subject property is located on the National Flood Insurance Program Map on Community Panel Number 12099C0569F, effective date of October 5, 2017. The subject appears to lie in an area designated as Zone X (unshaded).

Flood Zone X (unshaded) is determined to be outside the 0.2% annual chance floodplain.

Flood Map



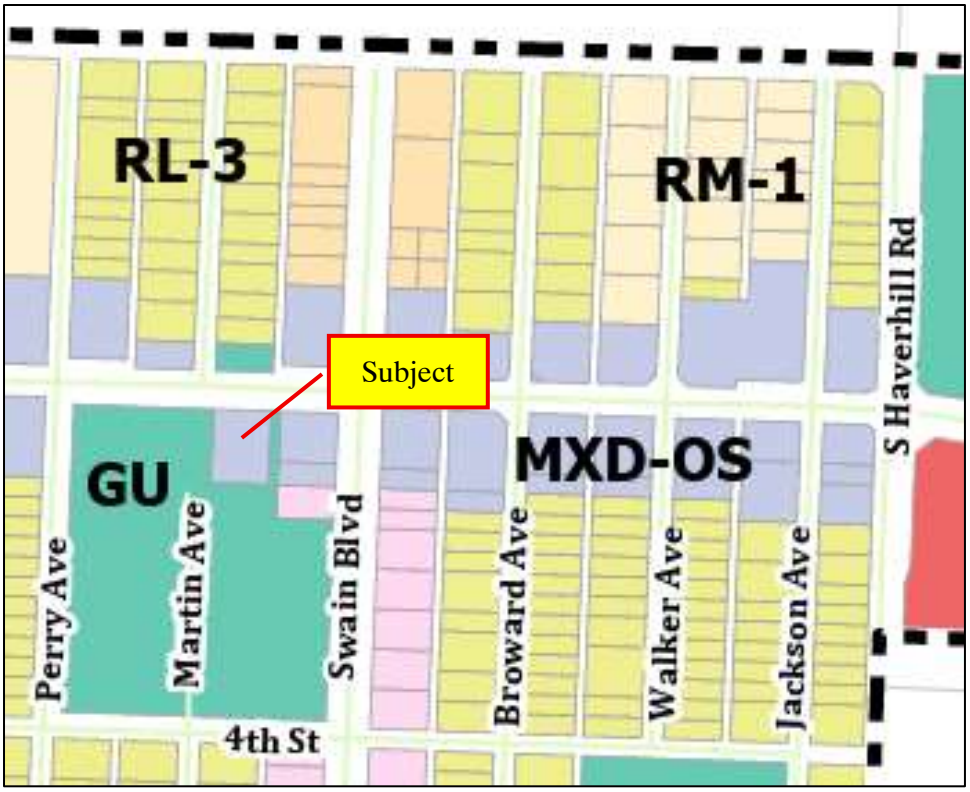
Zoning and Future Land Use

The subject property's use is dictated by the Greenacres Zoning Code and Comprehensive Plan. The Greenacres zoning and future land use maps indicate the subject property has a zoning designation of MXD-OS/Mixed Development-Original Section with an underlying land use designation of MU/Mixed Use.

Permitted uses under this zoning category generally include, but are not limited to; various retail uses, financial institutions, business offices and services, supermarkets, food services, medical and dental offices, various service uses and residential dwelling units. The subject's current use as office/warehouse is a grandfathered non-conforming use that can continue indefinitely and is not in line with the current zoning as a permitted use. The current zoning is in harmony with the future land use designation.

The appraisers have not independently verified that the subject complies with current site development regulations (setbacks, site coverage, etc.). It has been assumed that by virtue of the subject's on-going use, should there be any areas of non-compliance, a variance has been issued or some other form of special exception has been made.

Zoning Map



Concurrency

The strongest growth control measure ever imposed was passed by the Florida Legislature and became effective on February 1, 1990. This was mandated by Chapter 163, Florida Statutes, otherwise known as the *Growth Management Law.* One provision of this law is referred to as *Concurrency* which dramatically limits the ability to develop real property. It is basically the requirement that adequate infrastructure be available to serve new development. Eight types of infrastructure are affected including traffic, potable water, sewer, drainage, solid waste, recreation and open space, mass transit, and fire rescue.

In May of 2011, House Bill 7172 amended the Growth Management act in an effort to spur economic growth through streamlining and lessening growth management controls. Transportation concurrency requirements were exempted in dense urban land areas with populations of at least 1,000 people per square mile. Also, within dense urban land areas, the DRI process has been exempted. State review of local comprehensive plans was streamlined and zoning changes are now allowed to be considered concurrently with land use plan amendments.

It is the appraisers' understanding that the subject is not subject to any concurrency restrictions. Should the property be altered or redeveloped, the matter of concurrency would need to be revisited at that time.

Utilities

The following utilities are available to the subject property: municipal water and sewer, electricity, and telephone.

Subject Property Sales History

The appraisers have not been provided with a title abstract on the property appraised nor have they conducted a title search of their own. The Palm Beach County Property Appraiser's records indicate that the subject property last transferred on January 24, 2007 for a price of $882,000. This transfer was recorded in Palm Beach County OR Book and Page 21344/0671.

The subject property is currently listed for sale at $3,200,000 and was listed on March 2, 2026. There have reportedly been no written offers as of this writing.

Site Analysis

The following analysis is based upon a personal inspection of the site and Palm Beach County Public Records.

Location

The subject property is located on the south side of 10th Avenue North just west of Swain Boulevard in Greenacres, Florida. The property address is 5280 10th Avenue North, Greenacres, Florida 33463.

Size and Shape

We have relied on the site size for the property from the Palm Beach County Property Appraiser's records. The site is a rectangular shaped parcel of land having roughly 129 feet along 10th Avenue North. The subject site area is approximately 23,932 square feet or 0.55 acres.

Topography and Drainage

The site is level and near road grade. Drainage appears to be adequate for its current use.

Access

Access is via 10th Avenue North.

Easements or Encroachments

Typical utility easements are believed to exist. A survey that would delineate the boundaries of any potentially detrimental easements or encroachments was not made available to the appraisers. The appraisers did not note any such conditions during our research and property inspection, nor did the property owner disclose any. We have no reason to believe that there are any easements or encroachments on the property that would affect its use in such a way as to have a negative impact on value.

Soil/Environmental Conditions

We have not been provided with nor have we commissioned a soil or sub-soil condition report. The subject's land appears to be composed of typical loose South Florida sand.

The appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.



Site Improvement Analysis

Site improvements include asphalt paving and concrete walks and curbs. Landscape consists of trees, palms, shrubs and sodded areas.

Building Improvement Description

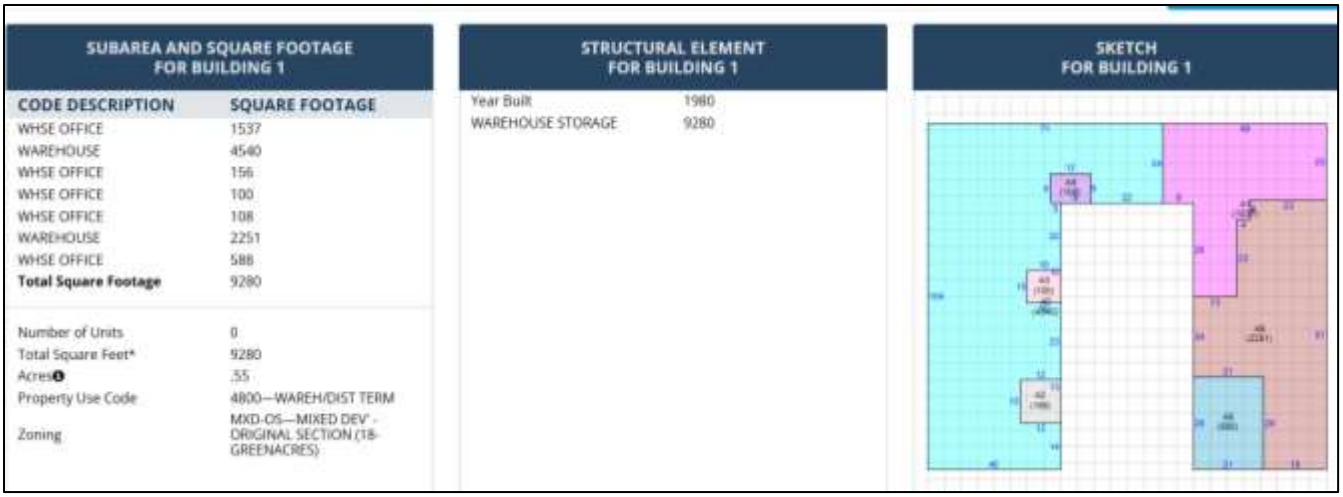
We have relied upon a personal inspection of the building as well as the Palm Beach County Public Records for the following building description.

Year Built:	1980
Building Area:	9,280 square feet
Site Area:	23,932 square feet
FAR/Lot Coverage:	0.39/%
Foundations:	Poured concrete
Basic Construction:	CBS
Exterior Finish	Stucco
Roof Support/Covering:	Hip roof with asphalt-shingle over wood trusses
Doors:	Storefront glass door and overhead roll-up type door
Windows	Fixed glass in metal frame
Floors:	Carpet and concrete
Ceiling:	Drywall in finished areas (11’ clear height in warehouse)
Interior walls:	Drywall and painted CBS
Lighting:	Fluorescent and incandescent fixtures
Electric service:	Assumed adequate for the current and other typical uses
Plumbing:	Assumed adequate for the current and other typical uses
Heating and Cooling:	Central air in finished areas and portions of the warehouse
Fire Detection:	Smoke detectors and sprinkler system

Parking:	On-site asphalt paved parking for 16 vehicles or 1 space per 580 square feet of building area considered adequate.
Building Comments/ Condition:	Property appeared to be in average overall condition. No signs of deferred maintenance were noted during the appraisers' inspection. The roof and fire sprinkler system is reportedly new.
Actual Age:	46
Total Economic Life:	50
Effective age:	20
Remaining Economic Life:	30
Physical Depreciation:	40%
Functional Utility:	The property appears to have good functional utility and does not appear to suffer from functional obsolescence.
Economic/External Obsolescence:	The property does not appear to be suffering from any external/economic obsolescence.

Building Area Calculations / Floor Plan

The appraisers have not measured the building improvements. were requested but were not made available. We have performed our analysis utilizing the building sketches and square footages available from the County Property Appraiser's records; copies of which are provided in the addendum of this report.



SUBAREA AND SQUARE FOOTAGE FOR BUILDING 1

CODE DESCRIPTION	SQUARE FOOTAGE
WHSE OFFICE	1537
WAREHOUSE	4540
WHSE OFFICE	156
WHSE OFFICE	100
WHSE OFFICE	108
WAREHOUSE	2251
WHSE OFFICE	588
Total Square Footage	9280

Number of Units	0
Total Square Feet*	9280
Acres	.55
Property Use Code	4800—WAREH/DIST TERM
Zoning	MXD-OS—MIXED DEV' - ORIGINAL SECTION (18-GREENACRES)

STRUCTURAL ELEMENT FOR BUILDING 1

Year Built	1980
WAREHOUSE STORAGE	9280

SKETCH FOR BUILDING 1

HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Source: The Dictionary of Real Estate Appraisal, 7th ed., Appraisal Institute, 2022)

The analysis of highest and best use normally applies these considerations in a three-step process, involving the analysis of the highest and best use of the site as if vacant, determination of the ideal improvement, and a comparison of the existing improvement with the ideal improvement, in order to estimate the highest and best use as improved.

As Vacant

The subject site is of sufficient size and configuration that it could physically support numerous uses, limited only by the fact that such uses must be legal, reasonable, probable, and a logical continuation of surrounding uses within the subject property's neighborhood. The subject is zoned MXD-OS/Mixed Development-Original Section with a land use designation of MU/Mixed Use. Any number of uses would be legally possible. It is located in an area that is developed with a variety of uses.

In consideration of the site's location, land use classification, zoning and surrounding uses, the highest and best use for the subject, as if vacant, would be development with some type of commercial or mixed-use building in keeping with the zoning, land use, and neighborhood uses.

As Improved

In the process of researching the subject market, the appraisers have determined that the subject improvements are substantial enough and in good enough condition that they add value to the site and it would not be economically justified to remove them at the present time.

In consideration of the subject's location, land use classification, zoning, surrounding uses and type and condition of current improvements, the highest and best use for the subject is the current utilization of the existing improvements.

EXPOSURE AND MARKETING TIME

Exposure time is: 1) The time a property remains on the market; 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; 3) A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions address the determination of reasonable exposure and marketing time. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

Financing for commercial properties appears to be available at this time. Most properties offered for sale have been exposed on the market for six to twelve months or longer.

In their 1st quarter 2026 issue, PwC Real Estate Investor Survey published by PwC, indicates an average marketing time of approximately 3.9 months for properties in the East Coast Region Warehouse market. This is down from 4.3 months in the prior quarter and down from 4.0 months a year ago. The overall range was listed at 1 to 12 months.

The CoStar Group reported the historical marketing times (exposure time) for 28 warehouse and flex properties in Palm Beach County under 15,000 square feet from January 1, 2025 through April 8, 2026. The marketing time ranged from 1.2 to 19.0 months, with an average of 5.6 months. We note that the Costar data can be skewed by properties that were significantly overpriced by unmotivated sellers and/or were not properly marketed and languished on the market for several years. We believe if appropriately priced and marketed, the subject would sell in the lower portion of the time frame range exhibited by the CoStar data. Many of the properties in the CoStar research were overpriced and only sold after the asking prices were significantly reduced. Properly priced properties sell more quickly.

Considering the preceding, as well as sales that have taken place in the local market, and assuming a prudent pricing strategy, we estimate an exposure time of 4 to 8 months. Looking forward, we feel this would be a reasonable estimate for marketing time as well.



SALES COMPARISON APPROACH

The sales comparison approach is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. (Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022.)

The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with public records and/or a party to the transaction.

The following pages feature a detailed write up of each comparable used in the analysis, a location map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.

SALE NO. 1 - 4901 Georgia Avenue, West Palm Beach, FL 33405
AC File No.: 2250001.000, 2250018.002 ID: 914179



OR Book/Page: 35414/1489 Type: Industrial
Sale Status: Sale Sub-Type: Multi-Tenant

Date:	November 26, 2024
Grantor:	4901-5 Georgia Avenue LLC
Grantee:	WPB Georgia LLC
Legal:	Lots 131, 132, 133 & 134, Southboro Park, Plat Book 9, page 57, Palm Beach County, Florida
Folio No.:	74-43-44-04-13-000-1310
Location:	Southwest corner of Georgia Avenue and West Lakewood Road, West Palm Beach
Zoning:	IL - Industrial Light by West Palm Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 10,000	Acres: 0.230
	Shape: Rectangular	Street Frontage (Ft.): 200
Improvements:	Gross Bldg. SF: 8,057	Year Built: 1954/1967/1970
	Stories: 1	No. of Bldgs.: 1
	Office SF: 919	Office %: 11%
	Warehouse SF: 7,138	Clear Ceiling Ht. (ft.): 10
	Condition: Average to Good	Parking: On-site, limited
	Construction: CBS	
	Air Conditioning: Central air in office area, none in warehouse	
FAR/Lot Coverage:	0.81 / 81%	
Use:	Use at Time of Sale: Industrial	
	Intended Use: Industrial	
	Highest and Best Use: Industrial	
Verification:	Source: CoStar 6965471 via Mark Schmid, marketing package, public records	
	Relationship: Listing Broker	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler, B. Arnold	
	Date: January 21, 2025	
Sales History:	No transactions in the previous five years	
Sales Price:	$1,940,800	
Price/SF Building:	$240.88	
Financing:	$1,600,000 provided by Seacoast Bank	

Comments:

Prior location of woodwork businesses Yonder Woodworks and Town Cabinetry. Building improvements feature four drive-in OHD's on north side fronting West Lakewood Road and one on the east side fronting Georgia Avenue. We note the Palm Beach County Property Appraisers records indicate a total building size of 6,572 square feet. However, it appears they missed an addition to the building. Based on observed condition and a survey provided in the marketing package, we have calculated the actual building area at 8,057 square feet (rounding dimensions to the nearest foot as is practice by the County property appraiser). Property was listed for sale in Costar on March 18, 2024 for $2,800,000 and was listed as under contract on August 28, 2024 and then active again on November 8, 2024.

SALE NO. 2 - 5371 10th Avenue North, Greenacres, FL 33463
AC File No.: 290093.001, 2250296.000 ID: 914456



OR Book/Page: 35467/982 Type: Retail
Sale Status: Sale Sub-Type: Multi-Tenant (Retail)

Date:	December 19, 2024
Grantor:	M. Pineda Investments LLC
Grantee:	5371 Plaza LLC
Legal:	North 220 feet of the South 250 feet of Tract F, Replat of Blocks 6, 7, 18, 19, 30, 31, 42, 43 and 54 of Greenacres Plat No. 2, in Plat Book 16, Page 4, Palm Beach County, Florida
Folio No.:	18-42-44-23-02-006-0020
Location:	Northwest corner of 10th Avenue North and Perry Avenue, roughly 0.35 miles west of Haverhill Road, Greenacres
Zoning:	MXD-OS - Mixed Development - Original Section by Greenacres
Utilities:	All Available

Site Size:	Square Feet: 28,599	Acres: 0.657
	Shape: Rectangular	Street Frontage (Ft.): 350
Improvements:	Gross Bldg. SF: 7,118	Year Built: 1985
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central	
	Construction: CBS	
FAR:	0.25	
Use:	Use at Time of Sale: Retail strip center	
	Intended Use: Retail strip center	
	Highest and Best Use: Commercial	
Verification:	Source: Costar, offering memorandum, public records	
	Relationship: Costar w/ buyer	
	Conditions of Sale: Arm's-length	
	Verified By: B. Arnold	
	Date: July 21, 2025	
Sales History:	No transactions in the previous five years	
Sales Price:	$1,425,000	
Price/SF Building:	$200.20	
Financing:	Seller provided a ballon mortgage in the amount of $1,000,000.	

Comments:

Sale property is a neighborhood strip-type shopping center. It was originally designed for eight tenants and features five glass storefronts in the front of the building and three in the back of the building. The listing broker reported 100% occupancy with an in-place OAR of 7.04% indicating and NOI of $100,320 or roughly $14.09/SF. There were seven tenants in place with one taking a combined space (units 5 and 6). Gross rents were reported to range from $20.72 to $31.55 per square foot averaging $27.04/SF. All leases were set to expire in either January or February of 2025. Google Street View photo dated April 2024.

SALE NO. 3 - 124 South H Street, Lake Worth Beach, FL 33460
AC File No.: 2260138 ID: 914832



OR Book/Page: 35588/1201 Type: Industrial
Sale Status: Sale Sub-Type: Multi-Tenant

Date:	February 18, 2025
Grantor:	Aspect Holdings, LLC
Grantee:	124 S H Street LLC Inc.
Legal:	Lots 5, 6 and 7, in Block 53, of The Palm Each Farms Co. Plat No. 2, Townsite of Lucerne n/k/a Lake Worth, in Plat Book 2, Pages 29 through 40, Palm Beach County, Florida
Folio No.:	38-43-44-21-15-053-0050
Location:	East side of South H Street, just north of 2nd Avenue South in Lake Worth Beach, Florida
Zoning:	AI - Artisanal Industrial by Lake Worth Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 10,123	Acres: 0.232
	Shape: Rectangular	Street Frontage (Ft.): 75
Improvements:	Gross Bldg. SF: 5,920	Year Built: 1982
	Stories: 1	No. of Bldgs.: 1
	Office SF: 296	Office %: 5%
	Warehouse SF: 5,624	Clear Ceiling Ht. (ft.): 16
	Condition: Average	Parking: On-site, adequate
	Construction: CBS	
	Air Conditioning: None	
FAR/Lot Coverage:	0.58 / 58%	
Use:	Use at Time of Sale: Industrial	
	Intended Use: Industrial	
	Highest and Best Use: Industrial	
Verification:	Source: Melissa Cantway with Century 21 Realty Professionals via CoStar	
	Relationship: Listing agent	
	Conditions of Sale: Arm's-length	
	Verified By: K. Doran	
	Date: April 8, 2026	
Sales History:	Previously sold for $1,500,000 in July 2023, recorded in Palm Beach County OR Book 34430 Page 0680	
Sales Price:	$1,706,250	
Price/SF Building:	$288.22	
Financing:	None recorded	

Comments:

This multi-tenant warehouse building is CBS construction with twin TT roof support system. The property was vacant at the time of sale and included a spray booth.

SALE NO. 4 - 1106 5th Avenue South, Lake Worth Beach, FL 33460
AC File No.: 2260138 ID: 914833



OR Book/Page: 35935/1776 Type: Industrial
Sale Status: Sale Sub-Type: Single-Tenant

Date:	August 8, 2025
Grantor:	Last Mile Marworth BH, LLC
Grantee:	EZCP Investments, LLC
Legal:	The South 200 feet of Lot 17, Block 145, The Palm Beach Farms Company Plat No. 2 Lucerne Townsite (nka Lake Worth) in Plat Book 2, Page 29, Palm Beach County, Florida
Folio No.:	38-43-44-21-15-145-0172
Location:	North side of 5th Avenue South just east of South F Street in Lake Worth Beach, Florida
Zoning:	AI - Artisinal Industrial by Lake Worth Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 16,213	Acres: 0.372
	Shape: Rectangular	Street Frontage (Ft.): 80
Improvements:	Gross Bldg. SF: 6,900	Year Built: 1978
	Stories: 1	No. of Bldgs.: 1
	Office SF: 204	Office %: 3%
	Warehouse SF: 6,696	Clear Ceiling Ht. (ft.): 11
	Condition: Average	Parking: On-site, adequate
	Construction: CBS	
	Air Conditioning: Wall unit(s)	
FAR/Lot Coverage:	0.43 / 43%	
Use:	Use at Time of Sale: Industrial	
	Intended Use: Industrial	
	Highest and Best Use: Industrial	
Verification:	Source: Tyler Kuhlman with CBRE via CoStar	
	Relationship: Listing agent	
	Conditions of Sale: Arm's-length	
	Verified By: K. Doran	
	Date: April 8, 2026	
Sales History:	Previously sold for $1,104,000 in December 2021, recorded in Palm Beach County OR Book 33200 Page 0893	
Sales Price:	$1,967,500	
Price/SF Building:	$285.14	
Financing:	None recorded	

Comments:

This property was on the market for approximately 3.3 months prior to contract. The building consists of 17 small bays and was purchased as an investment. This site backs up to the Railroad tracks. The reported OAR was 7.0% and there was a deferred maintenance credit of $32,500.

SALE NO. 5 - 7033 Norton Avenue, West Palm Beach, FL 33405
AC File No.: 2250402.027 ID: 914617



OR Book/Page: 35944/1437 Type: Industrial
Sale Status: Sale Sub-Type: Multi-Tenant

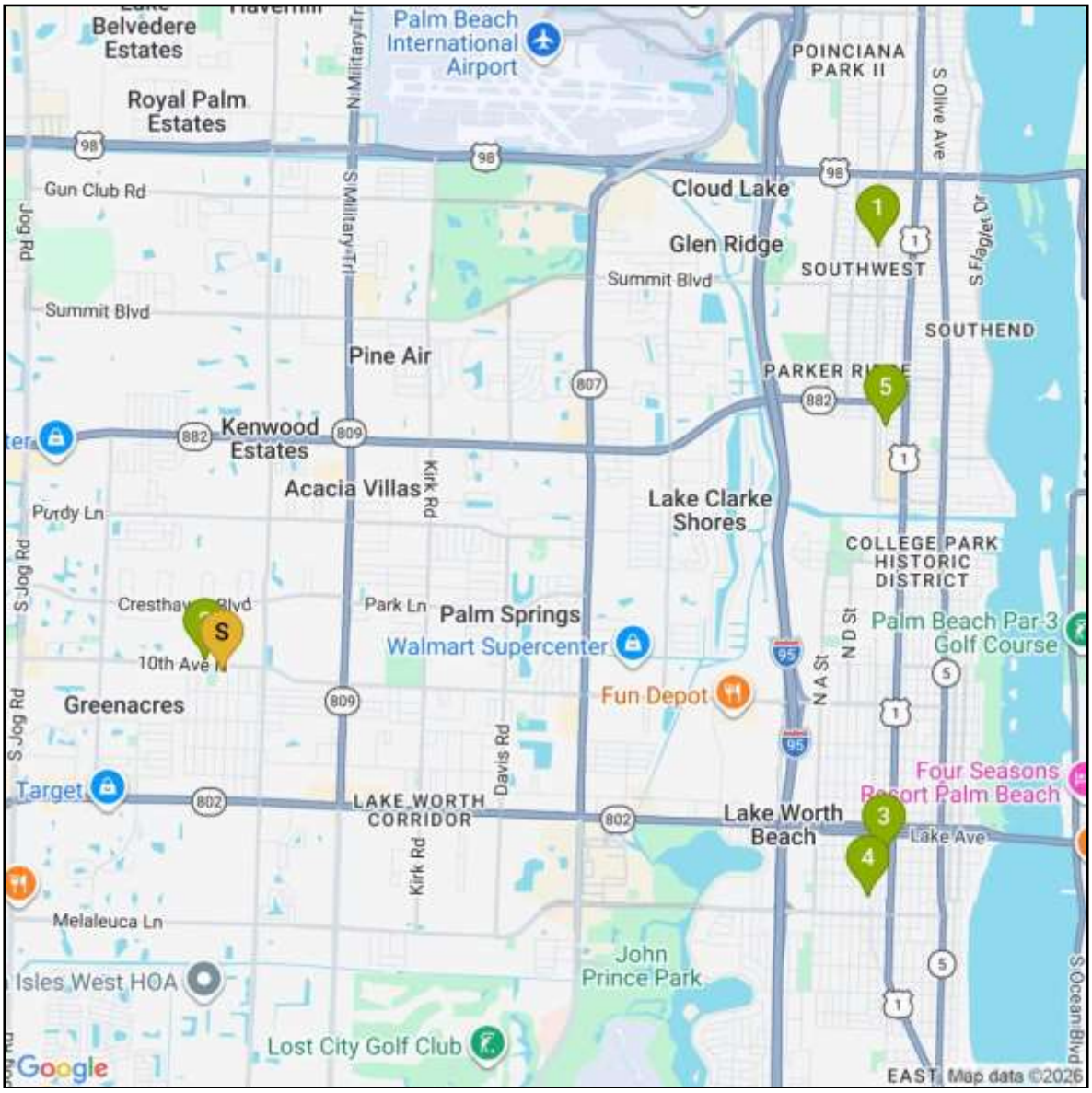
Date:	August 14, 2025
Grantor:	Estate of Judith Ann Knowlton, Kathleen Kolodziej Personal Representative
Grantee:	7033 Norton Ave LLC
Legal:	Lots 121 through 126 inclusive, Woodlawn, per Plat Book 10, Page 41, recorded in Palm Beach County
Folio No.:	74-43-44-09-06-000-1210
Location:	West of the intersection of Norton Avenue and Barnett Street, West Palm Beach
Zoning:	I - Industrial by West Palm Beach
Utilities:	Municipal water and sewer, electricity, and telephone

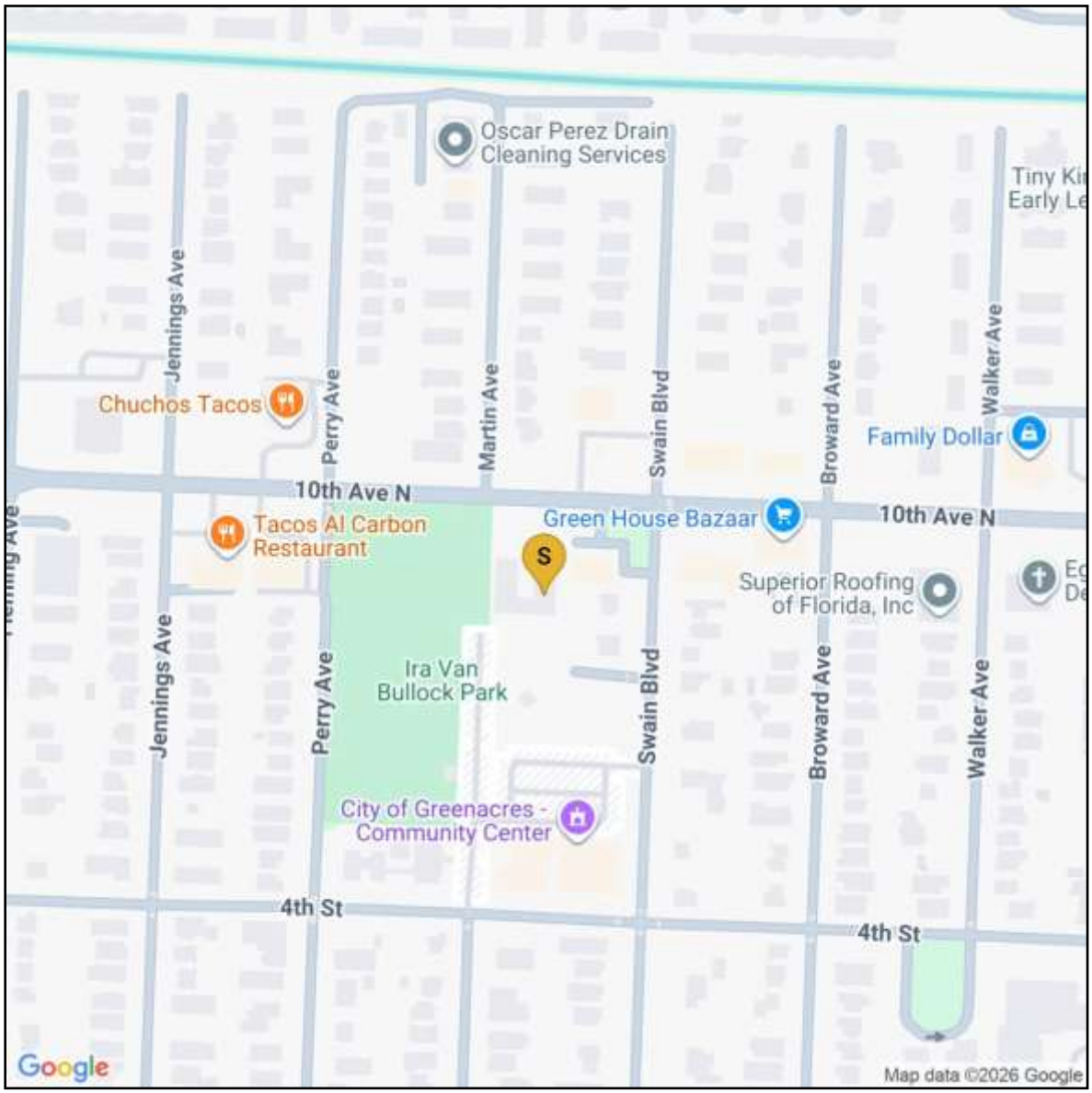
Site Size:	Square Feet: 17,400	Acres: 0.399
	Shape: Rectangular	Street Frontage (Ft.): 150
Improvements:	Gross Bldg. SF: 9,000	Year Built: 1986
	Stories: 1	No. of Bldgs.: 1
	Office SF: 1,241	Office %: 14%
	Warehouse SF: 7,759	Clear Ceiling Ht. (ft.): 18
	Condition: Average	Parking: On-site, adequate
	Construction: CBS	
	Air Conditioning: Central air	
FAR/Lot Coverage:	0.52 / 52%	
Use:	Use at Time of Sale: Industrial	
	Intended Use: Industrial	
	Highest and Best Use: Industrial	
Verification:	Source: PR,CoStar#7292876, A/C#2240598, Paul Snitkin	
	Relationship: Listing Broker	
	Conditions of Sale: Arm's-length	
	Verified By: W Spengler	
	Date: November 24, 2025	
Sales History:	No transactions in the previous five years	
Sales Price:	$2,200,000	
Price/SF Building:	$244.44	
Financing:	Cash to seller	

Comments:

6 units, each with one overhead door, divided into 4 units at the time of sale, Units 1 & 2 of 2,950 SF units on south end, leased to Looks Auto Detailing on a 5-year term. Unit 3 of 1,300 SF vacant, Unit 4 of 1,300 Sf and Units 5 & 6 of 2,950 on month-to-month leases. The OAR was reported at 6.00%. 18-foot ceiling height, adequate parking at front. Norton Avenue, a side street roughly one block west of South Dixie Highway, at the subject's location is mostly industrial properties on the west side with older residential homes on the east side. Florida East Coast regional rail lines run behind the building.

Comparable Sales Locations Maps




Oscar Perez Drain Cleaning Services
Tiny Ki
Early Le
Jennings Ave
Perry Ave
Martin Ave
Swain Blvd
Broward Ave
Walker Ave
Chuchos Tacos
Family Dollar
10th Ave N
Tacos Al Carbon Restaurant
Green House Bazaar
10th Ave N
S
Superior Roofing of Florida, Inc
Ira Van Bullock Park
City of Greenacres - Community Center
4th St
4th St
Google
Map data ©2026 Google

SALES SUMMARY TABLE								
Sale No. Date	OR Bk Page	Property Address	Land Area SF Acres	Year Built	Bldg. SF	FAR	Sale Price	Price/SF of Bldg.
1	35414	4901 Georgia Avenue	10,000	1954/1967/ 1970	8,057	0.81	$1,940,800	$240.88
Nov-24	1489	West Palm Beach	0.23					
2	35467	5371 10th Avenue North	28,599	1985	7,118	0.25	$1,425,000	$200.20
Dec-24	982	Greenacres	0.66					
3	35588	124 South H Street	10,123	1982	5,920	0.58	$1,706,250	$288.22
Feb-25	1201	Lake Worth Beach	0.23					
4	35935	1106 5th Avenue South	16,213	1978	6,900	0.43	$1,967,500	$285.14
Aug-25	1776	Lake Worth Beach	0.37					
5	35944	7033 Norton Avenue	17,400	1986	9,000	0.52	$2,200,000	$244.44
Aug-25	1437	West Palm Beach	0.40					
Subj. Apr-26	Listed	5280 10th Avenue North Greenacres	23,932 0.55	1980	9,280	0.39	$3,200,000	$344.83

Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, building and lot size, and quality and condition of the improvements.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of building. The sale price per square foot of building correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Property Rights

The property rights transferred were believed to be those of the fee simple estate. No differences between the sales and the subject are reflected.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.

Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market-oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from November 26, 2024 to August 14, 2025. The subject property date of value is April 14, 2026. The market has shown improving market conditions over this time period.

Based on national trends and what we have seen in the subject's local market, we believe an appropriate time adjustment would be 0.50% per month through December 2025, which we have rounded down to the nearest whole month. After that time, the market appears to have stabilized.

Location

The subject property is located at 5280 10th Avenue North in Greenacres. The comparable sales are located within comparable industrial and/or mixed-use areas requiring no adjustment.

Size

Generally, larger properties will sell for a somewhat lower price per square foot of building than smaller ones, and vice versa, when all else is equal. The sales in this data set do not appear to follow this pattern and no adjustment is warranted.

Quality/Condition/Appeal

This consideration takes into account differences in quality of construction, the property's physical condition and overall appeal. The subject property was reportedly built in 1980 and it has been maintained over the years. The roof and fire sprinkler system is reportedly new. The condition of the subject improvements is average. Sales 3 and 5 have significantly more ceiling clear height requiring a downward adjustment. Sale 4 is inferior in overall condition requiring an upward adjustment. The remaining sales are similar in overall quality and condition requiring no adjustment.

FAR/Lot Coverage/Parking

The most significant factors involving lot coverage are the existence of excess land and the availability of on-site parking. Neither the subject nor any of the comparables have excess land and all have adequate on-site parking. Sales 1, 3 and 5 have significantly higher FAR's requiring an upward adjustment. The remaining sales have similar FAR's requiring no adjustment.

Zoning/Land Use

The subject property has a zoning designation of MXD-OS/Mixed Development-Original Section by Greenacres with an underlying future land use of MU/Mixed Use by Greenacres.

Though they may vary by municipality, all of the comparables have similar designations that allow for similar uses as the subject. No adjustment is warranted.

QUANTITATIVE SALES ADJUSTMENT CHART - PRICE/SF GROSS BUILDING AREA													
Sale Date	Property Address	Gross Bldg. SF	Price/ Gross Building SF	Financing/ Adj. Price/ Gross Bldg. SF	Conditions of Sale/ Adj. Price/ Gross Bldg. SF	Market Conditions/ Adj. Price/ Gross Bldg. SF	Location	Building Size	Quality/ Cond/ Appeal	FAR/Lot Coverage/ Parking	Zoning/ Land Use	Final Combined Adjustment	Overall Indication
1	4901 Georgia Avenue	8,057	$240.88	0%	0%	6%	0%	0%	0%	10%	0%	10%	$280.87
Nov-24	West Palm Beach			$240.88	$240.88	$255.34							
2	5371 10th Avenue North	7,118	$200.20	0%	0%	6%	0%	0%	0%	0%	0%	0%	$212.21
Dec-24	Greenacres			$200.20	$200.20	$212.21							
3	124 South H Street	5,920	$288.22	0%	0%	5%	0%	0%	-5%	5%	0%	0%	$302.63
Feb-25	Lake Worth Beach			$288.22	$288.22	$302.63							
4	1106 5th Avenue South	6,900	$285.14	0%	0%	2%	0%	0%	5%	0%	0%	5%	$305.39
Aug-25	Lake Worth Beach			$285.14	$285.14	$290.85							
5	7033 Norton Avenue	9,000	$244.44	0%	0%	2%	0%	0%	-5%	5%	0%	0%	$249.33
Aug-25	West Palm Beach			$244.44	$244.44	$249.33							
Subj. Apr-26	5280 10th Avenue North Greenacres	9,280	$344.83	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Conclusion

Considering all of these differences, we developed the preceding quantitative comparison table listing the sales as they compare to the subject property, based on a price per square foot of building. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly $200.19 to $288.21 per square foot of building area. The preceding quantitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of building area to be from $212.21 to $305.39 with a mean of $270.09. If the two extremes are omitted, the mean becomes $277.61. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of building area for the subject property of $275 as of April 14, 2026. Total value is calculated as follows:

9,280 Square Feet @ $275 per Square Foot =	$2,552,000
Rounded To:	
MARKET VALUE VIA SALES COMPARISON:	**$2,550,000**

QUALIFICATIONS OF APPRAISER
ROBERT B. BANTING, MAI, SRA

PROFESSIONAL DESIGNATIONS - YEAR RECEIVED

MAI - Member Appraisal Institute - 1984
SRA - Senior Residential Appraiser, Appraisal Institute - 1977
SRPA - Senior Real Property Appraiser, Appraisal Institute - 1980
State-Certified General Real Estate Appraiser, State of Florida, License No. RZ4 - 1991

EDUCATION AND SPECIAL TRAINING

Licensed Real Estate Broker - #3748 - State of Florida
Graduate, University of Florida, College of Business Administration, BSBA (Major - Real Estate & Urban Land Studies) 1973
Successfully completed and passed the following Society of Real Estate Appraisers (SREA) and American Institute of Real Estate Appraisers (AIREA) courses and/or exams: Note: the SREA & AIREA merged in 1991 to form the Appraisal Institute.

SREA R2:	Case Study of Single Family Residence
SREA 201:	Principles of Income Property Appraising
SREA:	Single Family Residence Demonstration Report
SREA:	Income Property Demonstration Report
AIREA 1B:	Capitalization Theory and Techniques
SREA 101:	Introduction to Appraising Real Property
AIREA:	Case Studies in Real Estate Valuation
AIREA:	Standards of Professional Practice
AIREA:	Introduction to Real Estate Investment Analysis
AIREA 2-2:	Valuation Analysis and Report Writing
AIREA:	Comprehensive Examination
AIREA:	Litigation Valuation
AIREA:	Standards of Professional Practice Part C

ATTENDED VARIOUS APPRAISAL SEMINARS AND COURSES, INCLUDING:

The Internet and Appraising	Golf Course Valuation	Discounting Condominiums & Subdivisions
Narrative Report Writing	Appraising for Condemnation	Condemnation: Legal Rules & Appraisal Practices
Condominium Appraisal	Reviewing Appraisals	Analyzing Commercial Lease Clauses
Eminent Domain Trials	Tax Considerations in Real Estate	Testing Reasonableness/Discounted Cash Flow
Mortgage Equity Analysis	Partnerships & Syndications	Hotel and Motel Valuation
Advanced Appraisal Techniques	Federal Appraisal Requirements	Analytic Uses of Computer in the Appraisal Shop
Valuation of Leases and Leaseholds	Valuation Litigation Mock Trial	Residential Construction From The Inside Out
Rates, Ratios, and Reasonableness	Analyzing Income Producing Properties	Development of Major/Large Residential Projects
Standards of Professional Practice	Regression Analysis In Appraisal Practice	Federal Appraisal Requirements

Engaged in appraising and consulting assignments including market research, rental studies, feasibility analysis, expert witness testimony, cash flow analysis, settlement conferences, and brokerage covering all types of real estate since 1972.
President of Anderson & Carr, Inc., Realtors and Appraisers, established 1947 from 1995 to 2025
Past President Palm Beach County Chapter, Society of Real Estate Appraisers (SREA)
Realtor Member of Central Palm Beach County Association of Realtors
Special Master for Palm Beach County Property Appraisal Adjustment Board
Qualified as an Expert Witness providing testimony in matters of condemnation, property disputes, bankruptcy court, foreclosures, and other issues of real property valuation.
Member of Admissions Committee, Appraisal Institute - South Florida Chapter
Member of Review and Counseling Committee, Appraisal Institute - South Florida Chapter
Approved appraiser for State of Florida, Department of Transportation and Department Natural Resources.
Instructor of seminars, sponsored by the West Palm Beach Board of Realtors.
Authored articles for The Palm Beach Post and Realtor newsletter.
Real Estate Advisory Board Member, University of Florida.

TYPES OF PROPERTY APPRAISED - PARTIAL LISTING

Air Rights	Medical Buildings	Apartment Buildings	Churches
Amusement Parks	Department Stores	Hotels - Motels	Marinas
Condominiums	Industrial Buildings	Office Buildings	Residences - All Types
Mobile Home Parks	Service Stations	Special Purpose Buildings	Restaurants
Auto Dealerships	Vacant Lots - Acreage	Residential Projects	Golf Courses
Shopping Centers	Leasehold Interests	Financial Institutions	Easements

"I am currently certified under the continuing education program of the Appraisal Institute."

QUALIFICATIONS OF APPRAISER
KEVIN C. DORAN

GENERAL INFORMATION

State-Certified General Real Estate Appraiser RZ3345

EDUCATION AND SPECIAL TRAINING

Graduate of Cardinal Newman High School - West Palm Beach
Graduate of Florida Atlantic University - BS Degree, Business Administration, 1981

Successfully completed and passed the following courses and/or seminars:

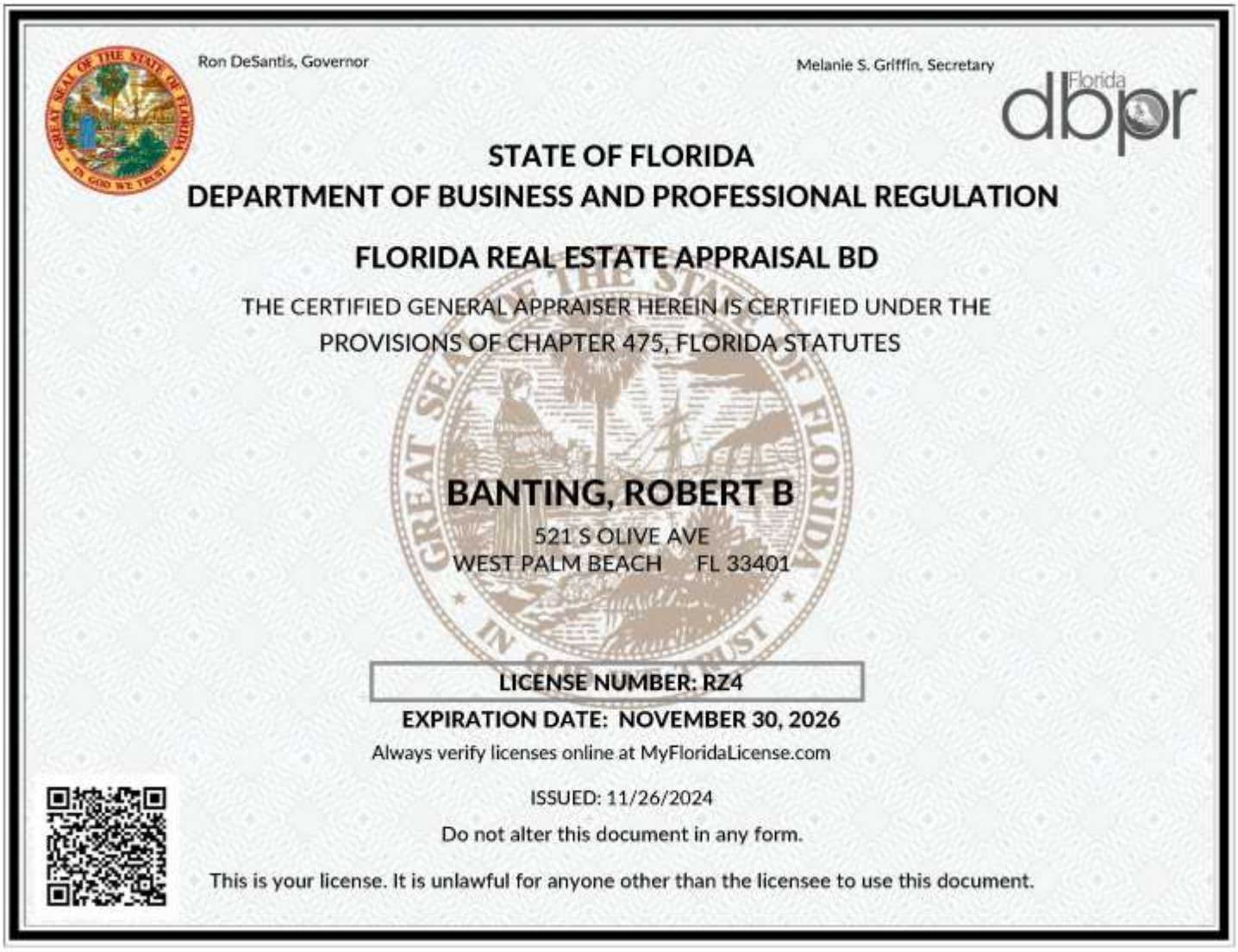
AIREA: Real Estate Appraisal Principles, 1983
SREA: Seminar on FNMA Guidelines, Lincoln Service Corp. 1983
SREA: Seminar on R41b
SREA: Seminar on R41c with Dr. William Kinnard, MAI, SRPA
SREA 101: Introduction to Real Property (Challenge Exam)
SREA 102: Applied Residential Property Valuation (Challenge Exam)
AIREA: Standards of Professional Practice
AIREA: Highest & Best Use and Market Analysis, 2000
Qualified Expert Witness for Palm Beach County, Florida.

Engaged in appraising real estate, full time, with Anderson & Carr, Inc. since January of 1983.

TYPES OF PROPERTY APPRAISED

Acreage
Agricultural Properties
Auto Care Centers
Auto Dealerships
Churches
Condominiums
Day Care Facilities
Eminent Domain & Right-of-Way Appraisals
Hotels – Motels
Industrial Buildings
Marinas
Mobile Home Parks
Office Buildings
Partial Interests
Residences - All Types
Apartment Buildings
Restaurants
Retail Shops
Service Stations
Shopping Centers
Special Purpose Properties
Used Car Lots
Vacant Commercial Land
Vacant Residential Land
Warehouses

Appraiser Licenses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BANTING, ROBERT B
521 S OLIVE AVE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ4

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/26/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DORAN, KEVIN CHARLES

521 SOUTH OLIVE AVE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ3345

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/05/2024

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ADDENDUM

ANDERSON CARR
APPRAISERS • REALTORS • CONSULTANTS • DEVELOPERS

AGREEMENT FOR PROFESSIONAL SERVICES

Client hereby engages Anderson & Carr, Inc. to complete an assignment as follows:

Client Information

Date: March 31, 2026 **Proposal No.**: 2260138

Client: City of Greenacres
Andrea McCue, City Manager
c/o Jennifer Thron, Esq
Thron Law

Address: 1800 S. Australian Avenue

City, State, Zip West Palm Beach, FL 33409

Phone: (561) 310-3265 **Email:** jen@thronlaw.com

Property Information

Property Address: 5280 10th Avenue North
Greenacres, Florida 33463

Property Description: 9,280 square foot office/warehouse building

Parcel ID(s): 18-42-44-23-01-054-0040

Interest Valued / Intended User(s) / Intended Use

Interest Valued: Fee Simple Estate

Intended User(s): City of Greenacres c/o Thron Law and/or otherwise specified in writing.

Intended Use: Establishing a purchase or selling price

Type of Value: Market value **Date of Value:** Current

Appraisal Report Type & Terms

Report Type: Narrative

Delivery Time: 3 weeks from receipt of signed agreement and deposit

Delivery Method: Email (PDF) # of Report Paper Copies: 0

Fee: $2,800.00 Deposit: $0.00

Approaches: ☒ Sales ☐ Cost ☐ Income ☐ Insurable Value ☐ Review ☐ Other

Scope of Work: Estimate current market value

Items Needed (If Available)
☐ Survey and/or site plan ☐ Detailed current rent roll ☐ Prior 3 years income and expenses
☐ Copies of all leases ☐ List of any recent major repairs or renovations
☐ Prior appraisal reports ☐ Copy of current agreement for sale
Other: _____

Hypothetical Conditions/Extraordinary Assumptions: None

RBB: cmp

Conditions of Report

1. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of an officer of the firm of Anderson & Carr, Inc. and then only in its entirety.
2. Liability of Anderson & Carr, Inc., its employees, and any subcontractors is limited to the fee collected for the assignment. There is no accountability or liability to any third party.
3. No responsibility is assumed for matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion will be rendered as to the title which is presumed to be good and merchantable. The property will be valued as if free and clear, unless otherwise stated in particular parts of the report.
4. No responsibility is assumed for accuracy of information furnished by or from others, the clients, his designee or public records. We are not liable for such information or the work of subcontractors.
5. The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Report Delivery: The base fee covers the cost for electronic delivery of a PDF report unless agreed otherwise. If hard copies are requested by the client, they are available at an additional cost of $25 per copy for form type reports and $50 per report for narrative reports.

Proposed Improvements: If the subject property consists of proposed improvements, Client shall provide plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

Properties Under Contract For Sale: If the subject property is currently under contract or listed for sale, Client shall provide a copy of said contract including all addenda.

Confidentiality: Anderson & Carr, Inc. shall not provide a copy of the written Report to, or disclose the results of the report prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

Cancellation: Client may cancel this Agreement at any time prior to delivery of the Report upon written notification to the Appraiser. Client shall pay for work completed on assignment prior to receipt of written cancellation notice, unless otherwise agreed upon by Anderson & Carr, Inc. and Client in writing.

No Third Party Beneficiaries: Nothing in this Agreement shall create a contractual relationship between Anderson & Carr, Inc. or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

Use Of Employees Or Independent Contractors: Contractor may use employees or independent contractors at Contractor's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Contractor shall sign the written Report and take responsibility for the services provided as a result of this Agreement.

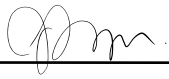
Testimony At Court Or Other Proceedings: Unless otherwise stated in this Agreement, Client agrees that contractor's assignment pursuant to this Agreement shall not include the participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. If additional services are required, such as courtroom testimony, depositions, preparation for depositions, travel time and related expert witness fees, our fees will be billed at our normal hourly rates, which are as follows: $400 per hour for MAI/Principal time, $250 per hour for staff appraiser time, and $150 per hour for researcher time. A retainer fee will be required if additional services are needed. If expert witness testimony is required, client agrees to pay appraiser a minimum fee of $2,000 to be paid in advance of any depositions and payment in full prior to any court testimony.

Appraiser Independence: Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount, or guarantee the outcome of the assignment in advance, or insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others in advance any particular cause. Appraiser's opinions will be developed competently and with independence, impartiality and objectivity.

Collections: It is further agreed and understood that if any portion of the compensation or costs due to Anderson & Carr, Inc. becomes delinquent, The Client will pay interest thereon at the rate of 12% per annum on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs, etc.

Payment in U.S. Dollars: Client agrees to pay fee in U.S. currency or by check from a U.S. bank account.

Prior Appraisal: Anderson & Carr and/or its agents/appraisers have not previously appraised the subject of this agreement within the prior three years.



Client — **Date** 04/02/2026



Anderson & Carr, Inc. — **Date** 3/31/2026

+

A NARRATIVE APPRAISAL OF

A COMMERICAL PROPERTY
LOCATED AT
5280 TENTH AVENUE NORTH
GREENACRES, FLORIDA, 33463

PREPARED FOR

JENNIFER THRON

VALUATION DATE
April 22, 2026

REPORT DATE
May 14, 2026

BY

M. R. FORD & ASSOCIATES, INC.
REAL ESTATE APPRAISERS AND CONSULTANTS

[FILE: 26118]

M. R. Ford & Associates, Inc.
Real Estate Appraisers/Consultants
8259 N. Military Trail, Suite 5
Palm Beach Gardens, Florida 33410
(561) 627-6440 Fax: (561) 627-9012

May 14, 2026

Ms. Jennifer Thron
2845 PGA Boulevard
Palm Beach Gardens, FL 33410

Re: A Narrative Appraisal of the One-Story Commercial Building Containing 9,341 SF Built in 1980, located on a 23,920 SF Site, Located at 5280 Tenth Avenue North, Greenacres, Florida 33463

Dear Ms. Thron:

At your request, I have prepared a summary appraisal of the above-captioned property, which I believe conforms with USPAP guidelines. The purpose of this appraisal was to estimate the As Is Market Value of the Leased Fee Estate for the property as of my last date of inspection, April 22, 2026. The building is utilized as a 6 unit flex warehouse property. The property was observed to be in average condition on the inspection date, and is of average quality CBS construction.

Based upon an investigation and subsequent analysis of the information assembled, as well as our experience in matters pertaining to real estate valuation, I have estimated the **Market Value of the Fee Simple Interest for the property**, as of my **April 22, 2026** inspection date at:

ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS
($1,950,000)

The above market value estimate corresponds with an exposure time estimate of 12 months or less, which is assumed to have occurred prior to the effective date, and with a probable marketing time to complete the sale of 12 months or less. This appraisal is subject to the Assumptions and Limiting Conditions set forth at the beginning of this report. A description of the property appraised, the definitions of value and the valuation procedures and analyses leading to the above conclusion are contained in the body of this report. Thank you for the opportunity to be of service in this matter.

Respectfully submitted,
M.R. FORD & ASSOCIATES, INC.

Michael Ford

Michael R. Ford, MAI, SRA, President
State-certified General Appraiser #RZ31

EXECUTIVE SUMMARY 3

PROPERTY TYPE: One story commercial building

LOCATION: 5280 Tenth Avenue North, Greenacres, FL 33463

TOTAL LAND AREA: 23,920 SF.

DESCRIPTION OF IMPROVEMENTS: One-Story CBS Flex Warehouse Building containing 9,341 SF Built in 1980. The building is of average quality and is in average condition.

HIGHEST & BEST USE: As improved

IMPORTANT DATES: Date of Inspection and Appraisal: April 22, 2026
Date Report was Completed: May 14, 2026

MARKET VALUE INDICATIONS AS IS:

COST APPROACH:	**N/A**
SALES COMPARISON APPROACH:	**$2,055,000**
INCOME APPROACH:	**$1,700,000**
VALUE CONCLUSION:	**$1,950,000**

ESTIMATED EXPOSURE TIME: 12 Months or less

ESTIMATED MARKETING PERIOD: 12 Months or less

APPRAISER: Michael R. Ford, MAI, SRA
State-certified General Appraiser #RZ31

Page No.

Cover Page
Letter of Transmittal
Executive Summary

INTRODUCTION
Table of Contents 4
Certification 5
General Assumptions and Limiting Conditions 7

GENERAL INFORMATION
Purpose, Date, and Function of Appraisal 8
Scope of the Appraisal; Important Definitions 8
Interest Appraised; Normal Marketing Period 9
PROPERTY INFORMATION
Survey 10
Location and Brief Description; Legal Description....11
Owner of Record; Brief Sales & Operating History 11

NEIGHBORHOOD DESCRIPTION....12

PROPERTY DATA
Location ; Access and Exposure; Size and Shape....14
Topography and Soil Conditions; Utilities; Flood Zone 14
Census Tract Easements and Encroachments; Environmental Hazards 14
Zoning and Land Use Plan; Concurrency 14
Assessed Value and Real Estate Taxes 16
Description of Improvements....16

HIGHEST AND BEST USE ANALYSIS 18
PREFACE TO VALUE 19

SALES COMPARISON APPROACH
Introduction 20
Improved Sales Map & Summary Chart....21
Sales Discussion 23
Sales Comparison Approach Conclusion....24

INCOME APPROACH
Rental Summary Chart, Rental Map.... 25
Subject Rental Analysis, Income & Expense History 27
Estimated Capitalization Rate 27
Projected Proforma Income & Expenses, Leased Fee Value Conclusion 28

RECONCILIATION
Final Value Conclusion....29

ADDENDA
Engagement Letter
Building Floor Plan
Subject Photos
Improved Sale Photos
Rental Photos
Flex Warehouse Cap Rates
Palm Beach County Area Data
Appraiser Qualifications

The undersigned do hereby certify that, except as otherwise noted in this appraisal report,

1. I have personally inspected the properties that are the subject of this appraisal report.

2. I have no present or contemplated future interest in the real estate that is the subject of this appraisal report. I have not provided any professional services related to the subject property within 3 years of engagement on this appraisal assignment.

3. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

4. To the best of my knowledge and belief, the statements of fact contained in the appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct, and no pertinent facts affecting value have been knowingly withheld.

5. This appraisal report sets forth all the limiting conditions (imposed by the terms of this assignment or by the undersigned) affecting the analyses, conclusions, and opinions in this report.

6. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the STATE OF FLORIDA for the state certified appraiser, and the CODE OF PROFESSIONAL ETHICS and the UNIFORM STANDARDS OF PROFESSIONAL PRACTICE of the APPRAISAL INSTITUTE.

8. No one other than the undersigned rendered significant professional assistance in arriving at the analyses, opinions and conclusions concerning the property which is the subject of this appraisal.

9. As of the date of this appraisal Michael R. Ford has completed the requirements under the continuing education programs of the STATE OF FLORIDA and the APPRAISAL INSTITUTE.

10. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

11. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.

12. Neither I or my firm has been sued by a regulatory agency or financial institution for fraud or negligence involving an appraisal report.

Michael Ford

Michael R. Ford, MAI, SRA
Cert Gen RZ # 31

This appraisal has been made with the following general assumptions and limiting conditions:

This appraisal has been made with the following general assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. All sales, cost, rental, financing offered and development data pertinent to this evaluation have been verified by the appraiser.

7. It is assumed there are no hidden or unapparent conditions of the properties, subsoil or structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which might be required to discover such factors. Further, unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the properties, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the properties. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The value estimates are predicated on the assumption that there is no such material on or in the properties that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

9. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

12. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. Possession of this report, or a copy thereof, does not carry with it the right of publication.

14. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

15. Neither all nor any part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

16. It is my recommendation that the client obtain a qualified engineer, architect or other ADA expert to inspect the subject, determine the level of ADA compliance/non-compliance and estimate the cost to bring the properties into compliance. Any non-conformity could have an effect on the Market Value conclusion. Unless otherwise stated, the value conclusions of this appraisal are based on the assumption the properties are in ADA compliance.

Purpose, Date and Intended Use of the Appraisal
The purpose of this appraisal was to estimate the Market Value of the Leased Fee Estate for the property as of my April 22, 2026 date of inspection. The intended use of this appraisal is to assist with negotiating a fair purchase price for the property.

Appraisal Development and Reporting Process - Scope
Research on the subject, neighborhood and comparable properties has been undertaken to provide the client with a summary analysis. Data sources include Palm Beach County Public Records, County and City Planning and Zoning Departments, real estate data services, local real estate agents, other appraisal offices, and property owners. Additionally, research performed for other appraisals completed by this office considered appropriate was also utilized.

This report is intended to represent a Narrative appraisal report, and includes a summary of all of the pertinent data and its subsequent analysis. The scope and content of the report follows generally accepted appraisal practices for an appraisal report as set forth in USPAP, including competency. I have extensive experience in the valuation of properties like this locally, and am competent to provide appraisal services for it. The Scope of this report is limited by the Statement of Assumptions and Limiting Conditions contained herein; no departures from Standard 1 of the USPAP were invoked. The property being appraised is currently being operated as a 6 unit flex warehouse property. The property was inspected on April 22, 2026 by Michael R. Ford along with Dan Ross the listing realtor. The photographs of the subject property that appear in the Addenda section of this report were taken during my April 22, 2026 inspection.

IMPORTANT DEFINITIONS

Market Value
The term "Market Value" is defined for this appraisal as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated
(2) Both parties are well informed or well advised, and acting in what they consider their own best interests
(3) A reasonable time is allowed for exposure in the open market
(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisal and Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), and the Interagency appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010 .

Interest Appraised
The interest appraised is the **Leased Fee Interest**. "Leased Fee Interest" is defined as*: A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).*

Source: The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute.

Normal Marketing Period
The most probable amount of time necessary to expose a property in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics:

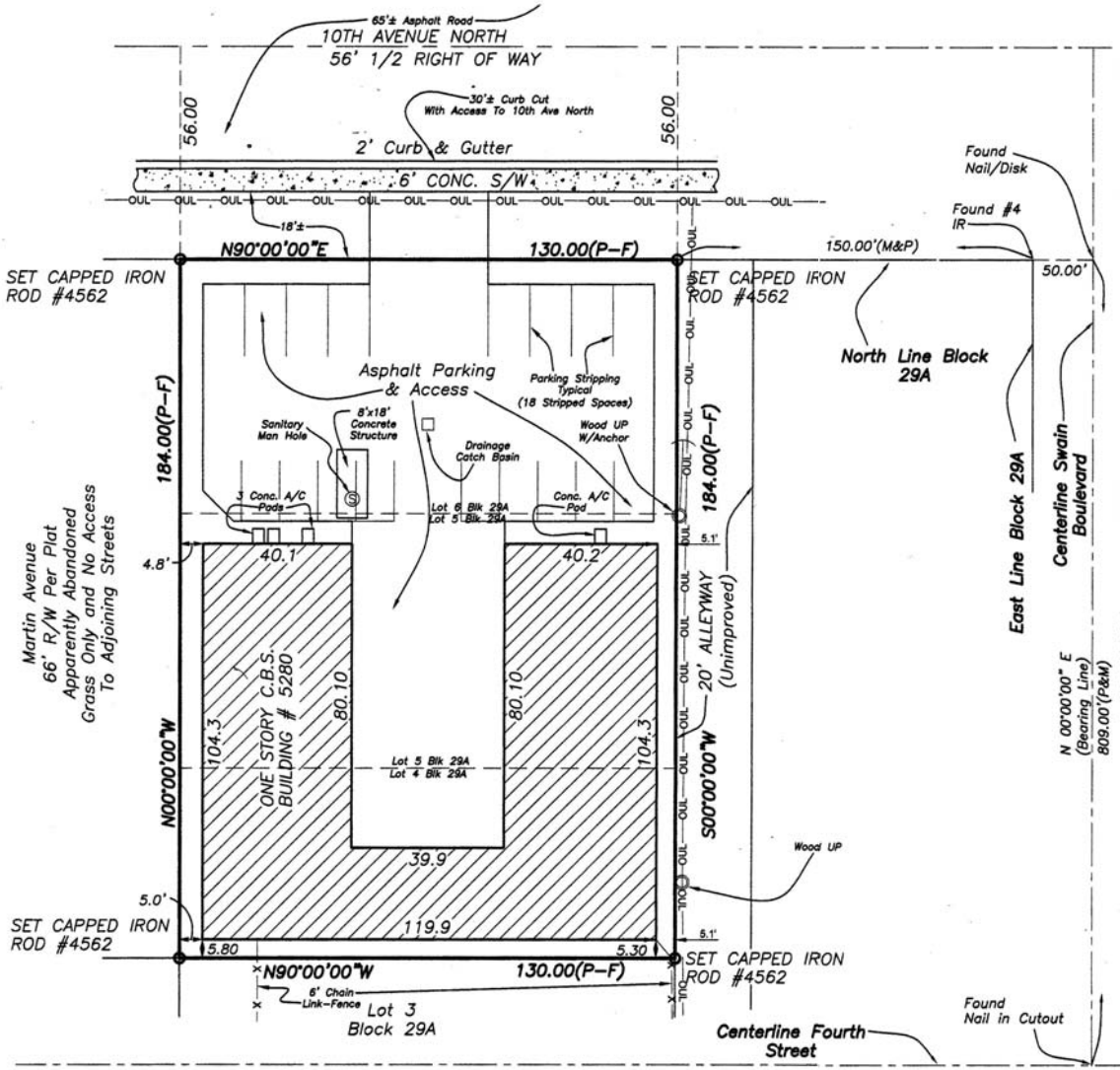
The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar-type properties

The property will be offered at a price reflecting the most probable mark-up over market value used by sellers of similar-type properties

A sale will be consummated under the terms and conditions of the definition of market value set forth [herein].

Considering the present state of the local real estate market, I have concluded that the probable marketing period estimate for the property is best reflected at 12 months or less, as of the effective appraisal date. Similarly, our As-Is Market Value estimate coincides with an exposure time estimate of 12 months or less, which is assumed to have already occurred prior to the effective date.

BOUNDARY SURVEY



LEGAL DESCRIPTION:

LOTS 4,5,6, BLOCK 29A, GREENACRES PLAT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 4, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYORS NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.

2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.

3. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF N.90°00'0"E. ALONG THE CENTERLINE OF OF 10TH AVENUE NORTH.

4. LEGAL DESCRIPTION FURNISHED BY CLIENT.

LEGEND

EL. – ELEVATION
LB – LICENSED BUSINESS
F.F.E. – FINISHED FLOOR ELEVATION
P – Plat
M – Measured
UP – Utility Pole
OUL – Overhead Utility Line
R/W – Right-of-Way
F – Field Measured
S/W – Side Walk
Conc – Concrete

CERTIFIED TO:

Regions Bank
Macaw Holdings LLC VI
Leslie R Evans and Associates, P.A.
Lawyers Title Insurance Corporation

SURVEYORS' CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA STATUTES AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOSEPH C. O'CONNOR
PROFESSIONAL LAND SURVEYOR
NO. 4562 STATE OF FLORIDA

Survey-1.com, Inc.
PROFESSIONAL LAND SURVEYORS
LB #7509
1555 South Federal Highway # 205
Delray Beach, Florida
PHONE 561-276-3748

SHEET	1 OF 1
DRAWN BY:	KMK
SCALE:	1" = 30'
DATE:	1/5/07
F.B.	SKETCH
JOB NO.	DB107-0002
REVISIONS	

PREPARED FOR:
5280 10TH AVENUE NORTH
LAKE WORTH, PALM BEACH COUNTY, FLORIDA.

Location and Brief Description
The subject property address is, 5280 10th Avenue North, Greenacres, FL 33416. The property is improved with a one-story CBS commercial building containing 9,341 SF, built in 1980. The building is of average quality and is in average condition.

Legal Description
The subject property is legally described as follows:
Lots 4. 5. 6, Block 29A GREENACRES PLAT NO. 2, according to the plat thereof recorded at Plat Book 13, Page 4 of the Public Records of Palm Beach County Florida

Tax Folio Number 18-42-44-23-01-054-0040

Source: Survey prepared by Survey-1.com, Inc. dated 1-9-07, job No. DB107-0002

Owner of Record
MACAW HOLDINGS VI, LLC

Brief Sales & Operating History
The property was purchased by the current owners on January 24, 2007 for $882,000, or $74.52/SF, via a Warranty Deed recorded at OR Book 21344 Page 671 of the public records. The property has been listed for sale with Dan Ross of Native Realty at a price of $3,200,000 since March 2, 2026, with no offers yet. The list price is $342.58/ gross SF of building (9,341 SF). The building has been operating as a six unit flex warehouse, and is fully occupied presently at NNN rents ranging from $10.37 to $17.34 per square foot of leasable area. The NNN rents total $127,660 per year, or $13.80/SF, with a current CAM pass thru of $9.48/SF, reflecting an average gross rent at $23.28/SF. The Rent Roll for the property is located in the Addenda section of this report.

I requested income and expense statements for the past three years, or at least the most recent CAM reconciliation through both the listing agent, Dan Ross, and the property manager, James Sahni, and was told by both that this information will not be released until the due diligence period of a contract to purchase the property. Mr. Sahni stated that there have been some vacancies over the past several years, but that available units are leased up very quickly. He estimated the average annual occupancy over the past several years at 97 to 98%.

The subject property is located on the south side of 10th Avenue North approximately 1,350 feet west of Haverhill Road. The subject neighborhood is bounded on the north by Forest Hill Boulevard, on the south by Lake Worth Road, on the east by Congress Avenue and on the west by Jog Road. The land area comprising the subject neighborhood is approximately three miles from east to west and two miles from north to south.

The two primary east and west roads serving the area are Lake Worth Road and Forest Hill Boulevard. Lake Worth Road offers an interchange with the Florida Turnpike approximately 1.5 miles west of the subject neighborhood, while Forest Hill Boulevard offers an Interstate 95 interchange approximately one mile east of the neighborhood. The only other primary east-west road in the neighborhood is 10th Avenue North, which bisects the approximate center of the neighborhood and also offers an interchange with Interstate 95. Both Lake Worth Road and Forest Hill Boulevard are 6-lane thoroughfares witch are heavily developed with commercial uses, while 10th Avenue is 4-lanes and offers only sparce commercial development located primarily at major north and south road intersections. The primary north and south roads in the neighborhood include Congress Avenue, Military Trail and Jog Road. Secondary north and south roads include Kirk Road and Haverhill Road.

The neighborhood includes land within the City of Greenacres, (in the western potion), the Village of Palm Springs, (in the eastern portion), and some areas within unincorporated Palm Beach County.

Development within the neighborhood is primarily comprised of residential uses, both single and multi-family. The commercial development is concentrated along the major thoroughfares, with the greatest intensity along Lake Worth Road, Jog Road, Military Trail and Forest Hill Boulevard. The commercial development is typically of a neighborhood serving character, and includes Publix anchored shopping centers, strip centers, restaurants, banks, and professional offices. Schools, churches, and recreational facilities are available within the neighborhood. JFK Hospital is located convenient to the area, just to the west of John Prince Park. Overall, the neighborhood is approximately 98% developed.

In the more immediate area of the subject property, development is mostly comprised of older residential houses and a number of multi-family residential developments. Additionally, John I. Leonard High School is just a few blocks away at the northeast corner of 10th Avenue and Haverhill Road. The subject property is located on the south side of 10th Avenue, just west of Haverhill Road. The majority of the residential housing located from Haverhill Road, west about 1.2 mile, to a canal serving the C-51 drainage basin, is within the City of Greenacres and is predominately utilizing septic tanks. Sewer lines do extend east and west along 10th Avenue and serve properties within approximately 300 feet to the north and south of the road. However, with the exception of the recently completed sewer line, extending north and south along Swain Boulevard, most all of the residential properties within the aforementioned area and north of Lake Worth Road to about 600 feet north of the properties served along 10th Avenue are utilizing septic tanks. The residential development within the southern portion of the immediate area, south of 10th Avenue, tends to be in poorer condition, with recent sale prices ranging from approximately $250,000 to $400,000. Development north of 10th Avenue is a mix of single family and a number of small multi-family developments, typically offering 2 to 3 units. The recent sales of single family units north of 10th Avenue have been around $375,000 to $450,000, while the small, 2 to 3 unit, buildings have ranged from approximately $500,000 to $600,000.

While the national economic picture trending in a positive direction for the past year, with record low unemployment, record high wages, strong growth in manufacturing and solid GDP numbers, the pace of new commercial and residential development in South Florida appears to have has slowed. Conversations with various market participants, including local brokers and developers, as well as

representatives with some larger regional and national development companies indicate the recent increases in interest rates have had a significant impact on new development. Essentially, the steady increase in the cost of funds have rendered a number projects in their development pipelines, not feasible. The have also indicated that more than a few of “ready to go” projects that obtained approvals within the past year, are currently being offered for sale, in the hopes that they can get out of the projects whole and let someone else will take on the risk of development.

While the long term economic outlook for the overall neighborhood is favorable, new development may not make a strong return until either interest rates decrease or land prices are reduced to a level that makes development feasible. The availability of desirable community services, excellent proximity to I-95 and the Florida Turnpike and proximity to the places of employment, the more immediate area all point to a potential uptick in development for the neighborhood once development conditions become more favorable service to the majority of the residential properties and its current subpar economic situation. As a result, we project that the overall property values in the neighborhood will continue to remain relatively stable in the short term with the possibility of improvement in the not too distant future.

Location
The subject is located at 5280 10th Avenue North, Greenacres, FL 33463. The property is on the south side of 10th Avenue North approximately 1,350 feet west of Haverhill Road.

Access and Exposure
Access to the property is available from a center driveway on 10th Avenue. The 16 car parking area is located to the north of the subject building improvements. The subject improvement's visual exposure from 10th Avenue is considered good.

Size and Shape
The subject is rectangular in shape with 130' of frontage on 10th Avenue North and 184' of depth. The subject contains a gross total area of 23,920± square feet per the previous page 10 survey.

Topography and Soil Conditions
The site is above ground level with surrounding streets. No soil tests were submitted for review. It is assumed that the soil is a sandy soil typical of southern Florida and that there are no subsoil conditions which would adversely affect development of the site.

Utilities
The subject property is served by municipal water and septic tank. Electricity is provided by Florida Power & Light, and telephone service is provided by AT&T and other carriers. Gas Service is provided by Florida Public Utilities Company and both Garbage Services are provided by the City of Greenacres.

Flood Zone
The property is located in Flood Zone X as delineated by the National Flood Insurance Program. (Reference: Community Panel Number 120203/12099CO569-F, dated 10-5-2017).

Census Tract
The site is located in Census Tract 47.04

Easements, Encroachments and Encumbrances
No easements or encroachments were noted on the page xx survey, and none were obvious during my inspection.

Environmental Hazards
No environmental assessment survey was furnished for this report. I have not observed nor have knowledge of any potential environmental hazards affecting this property. Refer to attached Assumptions and Limiting Conditions found in the Introduction section of this report.

Zoning and Land Use Plan

The subject is zoned MXD-OS, Mixed Use Development – Original Section, by the City of Greenacres. The property's Future Land Use Designation is also Mixed Use with an underlying Commercial designation.

The zoning district is intended to provide a mix of commercial and residential uses to be located along 10th Avenue North, between Haverhill Road and the Lake Worth Drainage District E-3 Canal, that will serve the residents of the original section of the city, as well as provide for specific commercial uses with minimal adverse impacts to serve a greater area. The district is not intended for use by major or large scale commercial or service concerns. Professional and business offices and service establishments and uses that specifically address the needs of surrounding residents are encouraged. Orientation to, and compatibility with, the neighborhoods to be served are critical.

The Mixed Use - Original Section designation was designed so more intensive uses would be oriented along 10th Avenue, to a depth of 200 feet, and less intensive uses would be permitted within a transition area beyond 200 feet. The entirety of the subject site is located within the more intensely developable area.

The following is a list of uses identified by the MXD-OS zoning as permitted for development on the subject site:

- Bakeries and confectioneries, retail
- Banks and financial institutions
- Business offices and services
- Copy centers
- Department store retail
- Financial, insurance and real estate offices
- Florists
- Food markets & supermarkets, retail
- Food services
- Medical and dental offices
- Newsstands, retail
- Outlets, retail
- Professional offices and services
- Service establishments
- Residential dwelling units
- Travel agencies
- Variety store, retail
- Vocational, trade and business schools

The following is a list of uses that may be permitted for development on the subject site subject to special exception:

- Child care center/preschool facilities
- Convenience stores
- Laboratories
- Hotels
- Nursing and convalescent facilities
- Off-street parking lot

Maximum lot coverage for the subject site based upon its land area of 23,920 square feet is 24% or 5,741 square feet. The gross enclosed building area of the subject building is 9,341 SF, well in excess of that permitted under the current zoning. Setback requirements are 25' from 10th Ave. N, 10' from the east and west boundaries, and 15' from the southern boundary line. The actual setback from the east. West, and south boundaries is only approximately 5'. So the building size and setbacks for the subject building are legal nonconforming based on changed zoning requirements since the building was constructed. Maximum building height is two stories, (35 feet).

Concurrency Issues

Concurrency is a requirement that insures that adequate service for sewer, water, drainage, solid waste, parks/recreation, fire/rescue and mass transit be available before development can proceed. Approvals for development as improved were presumably met when built in 1980. As a result, redevelopment of the property would presumably be grandfathered in, from concurrency restrictions.

Taxes and Assessed Value
The subject property is listed under the Palm Beach County Property Appraiser's records with the following property control number and is assessed as indicated. However, as the property is utilized as a place of worship, it is exempt from paying real estate taxes.

2025 Property Tax Assessment				
Folio #	Land	Improvements	Total	Taxes
18-42-44-23-01-054-0040	$358,965	$1,061,355	$1,420,320	$24,787*

*Includes non ad valorem taxes of $2,285.

The 2025 assessment for the subject is lower than my estimated market value at **$1,950,000.** However, it is not uncommon for assessed values of commercial properties in Palm Beach County to be substantially below actual market value. If the subject was sold at a higher price, the assessed value would probably increase significantly, but if bought by Greenacres, it would only be taxed for non-ad valorem fees.

Site Improvements
Asphalt paved parking lots with a total of 16 striped spaces located north of the building. Landscaped areas along the northern and western boundaries of the property include grass and various shrubs.

Building Improvements
The subject property has a 9,341 square foot U-shaped CBS flex warehouse building situated on a 23,920 square foot commercial site. The building is divided into six office/warehouse units for multi-tenant occupancy.

Type of Construction
Stuccoed concrete block exterior walls with a hip style wood framed asphalt shingle roof. The building has concrete slab floors, built on grade.

Interior Walls and Ceilings
Average quality drywall throughout. Clear heights are 10 feet throughout.

Floors
Floor finish is predominantly smooth finished concrete. Some restrooms and offices have ceramic or laminate tile.

Windows
Offices have 3 x 3’ double hung glass windows in aluminum frames.

Plumbing
All units have a minimum of one 2-fixture restroom, and several have two restrooms. The building is fire sprinklered throughout.

Doors
One single glass door in aluminum framing for each office. One 10’x10’ roll-up aluminum door for each unit. The interior has a number of painted hollow wood doors between warehouse/office and restrooms.

HVAC
Packaged central air conditioning and heating for all of the units.

Electricity
Each unit has separately metered electrical service ranging from 125 to 225 amp.

Lighting
Combination of strip fluorescent and incandescent lighting .

Condition and Utility Comments
The subject building is approximately 39 years old and in good condition for its age. We have estimated the effective age of the building at approximately 30 years. Other age estimates have been made as follow:

Actual Age: ..... 46 years
Total Economic Life: ..... 50 years
Effective Age: ..... 30 years
Remaining Economic Life: ...20 years

The construction quality of the subject building is considered average, and the functional design of the building is good. The building improvements are in average overall condition, with no known items of deferred maintenance.

Functional Utility and Economic Obsolescence
The property does not suffer from any significant functional obsolescence. The subject improvements have average, modern design features suitable for a variety of flex warehouse/office uses, and the quality of improvements conducive for its operation as such. No economic obsolescence was observed, as the flex warehouse market is strong.

Highest and best use is defined in *The Dictionary of Real Estate Appraisal*, 7th Edition, by the Appraisal Institute as: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

More importantly, highest and best use results from an appraiser's judgment and analytical skills. Hence, it is an *opinion*, not a fact to be found. In appraisal practice, highest and best use represents the foundation or premise upon which value is ultimately based. Highest and best use always includes an analysis of the land, as if vacant. If improved, an additional analysis is required. In some instances, the improved property may not represent a reasonable highest and best use of the land and the property value may actually be less than the land, as if vacant.

Highest and Best Use as if Vacant

The highest and best use of vacant land must meet certain basic criteria, as summarized herein.

1. Physically Possible Use:

The subject site is located on the south side of 10th Avenue 1,350' west of Haverhill Road. It has good access and fair visibility from and to traffic along 10th Avenue. The site is 130' wide and 184' deep and could potentially accommodate a wide variety of commercial uses.

2. Legal Use:

Numerous types of commercial development are permissible under property's current zoning and land use plan designations, including its warehouse, office, retail, residential or mixed use development. The current flex warehouse use is a legally permissible use.

3. Economically Feasible and Maximally Productive Use:

The economic market for development of the subject site, as if vacant, does not appear to be feasible at this time, due in part to current high interest rates. Additionally, there has been a lack of any significant new development in the immediate area over the past five years, even though there are a number of similar zoned vacant sites in close proximity to the subject property. As a result, if vacant, the prudent owner would hold the property for future office/commercial construction after conditions improve for development.

Highest and Best Use as Improved

The existing building improvements make a value contribution well above the value of the underlying land alone, and have an extended remaining economic life expectancy. Therefore, the highest and best use is reflected by the existing improvements.

Demand for small warehouse properties like the subject has continued strong throughout the past several years due to the scarcity of these properties due in part to government regulations chasing landscape and lawn maintenance concerns, building contractors and other small service oriented businesses out of the suburbs for parking and storage of their equipment, coupled with the boom in e-commerce and the subsequent need for large storage facilities to house their supplies.

The previous sections of this report contain the identification and analysis of the area, neighborhood, site, market, and improvements as a basis for determining highest and best use for the subject property. Estimating value for a property improved to its highest and best use typically involves an analysis of the three (3) traditional approaches to value. We have considered the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach to value.

The Cost Approach is based on the principle of substitution which states than an informed purchaser will not pay more for a property than the cost of reproducing a property with identical improvements and having the same utility. This approach consists of estimating value for the subject site as if vacant and adding the direct and indirect costs of construction, deducting an estimate of accrued depreciation, and adding an appropriate entrepreneurial profit.

The Sales Comparison Approach is also based upon the principle of substitution whereby similar properties within competitive markets will realize similar prices. An informed purchaser would not pay more for the subject property than the cost to acquire another property with the same amenities and utility.

The Income Capitalization Approach is based on the principle of anticipation whereby an investor expects benefits to be derived in the future. In evaluating future benefits, an informed purchaser will analyze income as well as how change affects the income-producing characteristics of the property.

The final step in the valuation process is reconciliation of the value indications for each parcel into a single final conclusion for each by analyzing the appropriateness, accuracy, and quantity of evidence in each approach.

Because the building has an actual age of 46 years, buyers and sellers of property like this would not consider the Cost Approach as having any relevance, and the Cost Approach was not utilized to estimate the value of the subject property. The Sales Comparison Approach was utilized, as it is the approach that would be most commonly used by a potential purchaser of the subject property. The Income Capitalization Approach, since it is an income producing property would be given strong consideration, but its reliability was reduced by the lack of cooperation from the owners in refusing to provide actual income and expense history for the property, other than a current rent roll. However, the Income Capitalization Approach to Value has been utilized to estimate the current market value of the subject property.

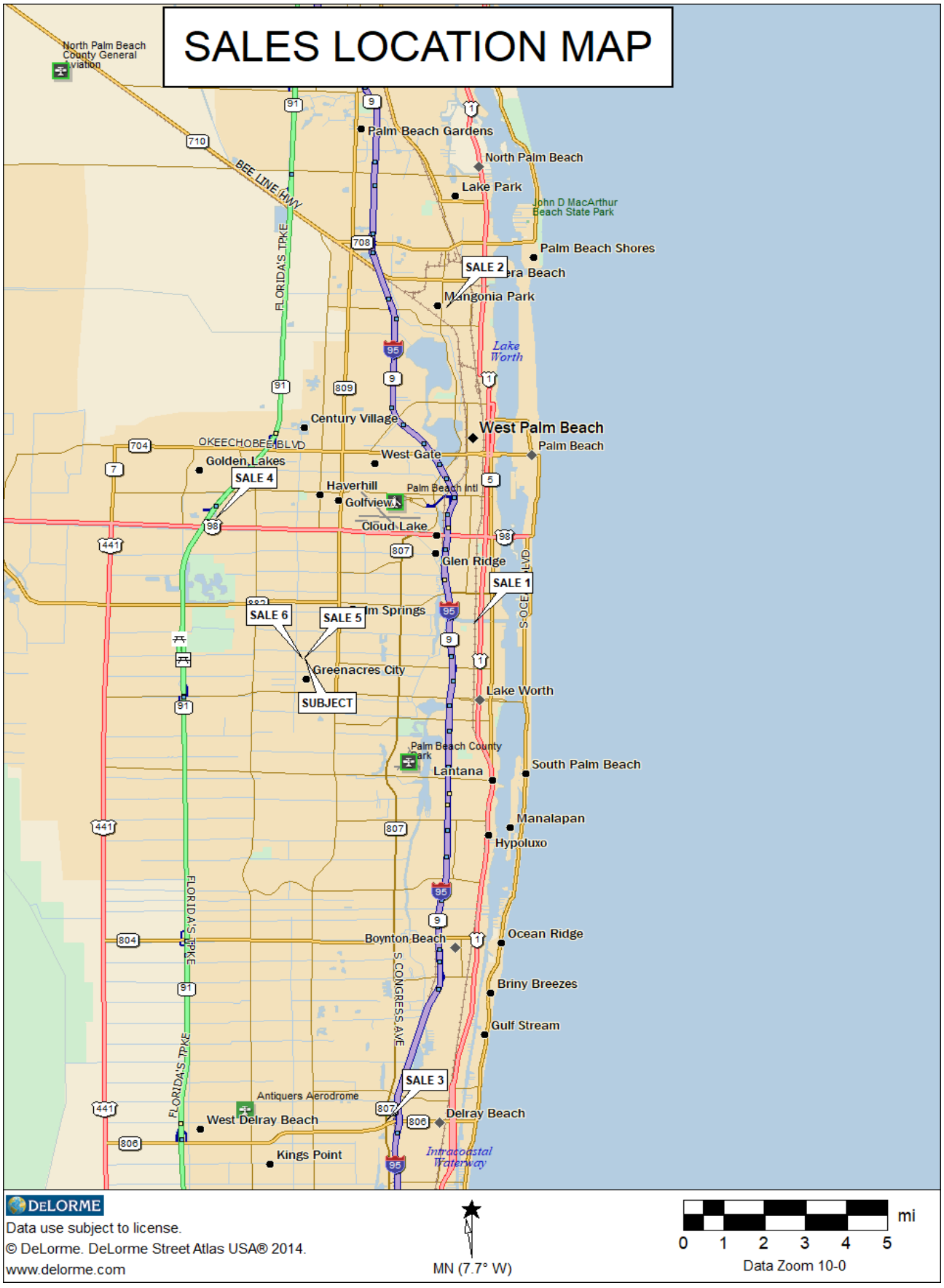
The Sales Comparison Approach is presented first on the following pages.

Introduction

In estimating the Market Value of the Leased Fee Estate for the subject property, the Sales Comparison Approach has been utilized. Seven improved sales, occurring between 12/20 and 8/23, identified on the following page map, and summarized on the following chart are the most recent indications of value found within the local area for comparison. These sales are the best information available to determine the value of the subject property. Comparisons were made between the sales and the subject, utilizing qualitative analysis showing how the sales compare to the subject for various items of dissimilarity.

After making all the applicable comparisons, the respective value indications from each comparable were then evaluated in terms of overall comparability, and were correlated into a single comparative unit value conclusion. In this case, price per square foot of enclosed building area is deemed the most appropriate unit of comparison.

A location map, and sales summary chart are located on the following pages. Photos of each of the sales are contained in the addenda section of this report.


SALES LOCATION MAP
North Palm Beach County General Aviation
Palm Beach Gardens
North Palm Beach
Lake Park
John D MacArthur Beach State Park
Palm Beach Shores
SALE 2
Mangonia Park
Lake Worth
Century Village
West Palm Beach
Palm Beach
OKEECHOBEE BLVD
Golden Lakes
West Gate
SALE 4
Haverhill
Golfview
Palm Beach Intl
Cloud Lake
Glen Ridge
SALE 1
SALE 6
SALE 5
Greenacres City
SUBJECT
Lake Worth
Palm Beach County Park
Lantana
South Palm Beach
Manalapan
Hypoluxo
Boynton Beach
Ocean Ridge
Briny Breezes
Gulf Stream
SALE 3
Antiquers Aerodrome
West Delray Beach
Delray Beach
Kings Point
Intracoastal Waterway
FLORIDA'S TPKE
BEE LINE HWY
S CONGRESS AVE
DeLORME
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Data Zoom 10-0

IMPROVED SALES SUMMARY CHART

SALE #	PRICE ORBK/PG	DATE	ADDRESS	Bldg SF Constr.	Clear Ht. Loading	% Finish % AC	LAND SF FAR	YR BUILT COND.	$/SF Bldg.	Comments
1	$1,700,000 35373/1191	10/24	2712 Park Street Lake Worth Beach	7,098 CBS	10-14' Ground	15% 15%	12,270 .58	1979 Avg	$239.50	Avg clear ht of the two flex buildings is 12', and avg year built is 1979.
2	$1,950,000 36373/1618	3/26	1133 53rd Ct. N Mangonia Park	9,242 Metal	16-20' Ground	22% 22%	22,000 .42	1985 Avg	$210.99	17' Avg clear height single tenant warehouse.
3	$4,500,000 35847/426	6/25	41 N. Congress Ave Delray Beach	18,096 CBS	16' Ground	9% 9%	47,603 .38	1990 Poor	$248.67	16' multi bay flex building adjacent to I-95 & Atlantic Ave interchange.
4	$4,100,000 36298/1564	2/26	6970 Wallis Rd. West Palm Beach	18,080 CBS/Mtl	14' Ground	3% 3%	59,490 .30	1988 Avg	$226.77	14' multi bay flex building near SR80 & Turnpike. At 90% occy when sold.
5	$750,000 36195/1865	12/25	5301 10th Ave N Greenacres	3,900 CBS	12' Ground	100% 100%	9,104 .43	1975 Avg	$192.31	MT Retail/Office Building.
6	$1,425,000 35467/982	12/24	5371 10th Ave N Greenacres	7,118 CBS	12' Ground	100% 100%	28,601 .25	1985 Avg	$200.20	MT Retail/Office Building. 100% occy when sold at 7.25% Cap Rate.
Subject	$3,200,000 Listing	4/26	2580 10th Avenue N Greenacres	9,341 CBS	16' Ground	27% 100%	23,920 .39	1980 Avg	$342.59	6 unit MT flex warehouse property listed 3/2/26 with no offers yet.

IMPROVED SALES COMPARISON CHART

SALE	PRICE	BLDG (SF)	PRICE/ SF BLDG	CONDITIONS OF SALE	MARKET COND'S	LOCATION	AGE & COND.	QUALITY & APPEAL	SIZE	FAR	OVERALL COMPARISON
1	$1,700,000	7,098	$239.50	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR
2	$1,950,000	9,242	$210.99	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR
3	$4,500,000	18,096	$248.67	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR
4	$4,100,000	18,080	$226.77	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR
5	$750,000	3,900	$192.31	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR
6	$1,425,000	7,118	$200.20	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR	SIMILAR

26118 Improved Sales Chart

Sales Discussion
The six sales summarized on the prior page chart are the most recent indications of value found within the local area for comparison to the subject. Each of the sales were verified with seller, buyer, or brokers involved. Most of the pertinent information for each is shown on the chart, and photos for each are in the addenda section of this appraisal. They were all cash equivalent sales to the sellers. The most meaningful unit of comparison between the sales and the subject is the sale price per square foot of enclosed building area. Below is a discussion of each element of comparison considered in the previous page sales chart.

Property Rights Conveyed
The purpose of this section of the report is to estimate the current market value of the Leased Fee Estate. Sales 2, 3, 4 and 5 were encumbered by leases at the time of sale, with rents generally market oriented. Sales 1 and 6 were owner occupied buildings, sold unencumbered by leases. As a result of the foregoing, each of the sales reflect the market value of the properties and do not require adjustment for property rights conveyed.

Financing
All sales involved the seller receiving cash and do not require adjustments for financing terms.

Conditions of Sale
All of the sales are arms-length transactions that conform to the definition of market value, with no adjustments warranted for this element of comparison.

Date of Sale
The commercial market for retail and office uses has been reasonably stable for the past two years. While general market conditions have remained relatively stable. None of the sales required an adjustment for market conditions.

Location
The subject has a reasonably good location on the south side of 10th Avenue North 1,750' west of Haverhill Road. The locations of all of the sales except Sale 3 were rated similar to the subject. Sale 3 is located in very close proximity to the I-95 interchange at Atlantic Avenue, with good exposure to both Atlantic and Congress Avenues. Sale 3 was rated superior for location.

Building Size
The subject's enclosed building size is 9,341 square feet. The enclosed sizes of the sale buildings ranged from 3,900 to 18,096 square feet. Generally, larger buildings sell for lower prices per square foot. However, comparison of the various sales to one another provided no indication that their sizes reflected a difference in sale price. Consequently, all of the sales were rated as similar to the subject for size.

Floor Area Ratio
The FAR's of retail/office/flex properties are an important consideration, because lower FAR's allow for more on-site parking, or future expansion of buildings, and generally impact the value per square foot of building area upward as a result. The subject's FAR is .39, which is reasonably similar to each of the sales, which ranged from .25 to .58, and all were rated similar relative to the subject.

Age & Condition of Improvements
The subject improvements were built in 1980, and is in average condition, with a relatively new roof. The overall age and condition of the subject improvements are considered average, with no significant outstanding deferred maintenance observed.

The comparable sale properties were built between 1975 and 1990, and all but the newest building were reported as being in average condition at time of sale. The newest building sale, sale 3 was reported to be in poor condition when it sold, which offset its newer age relative to the subject. Consequently, all of the sales are rated similar in age & condition relative to the subject.

Construction Quality and Appeal
The subject is fully air-conditioned and has CBS construction with a hip style asphalt shingle roof and 16' clear height ceilings. Each of the sale properties with the exception of sale 3 are concrete construction and have been rated as superior to the subject in construction quality. Sale 3 is a metal fame building, similar to the subject, but without any enhancements to improve its curb appeal. As a result, the construction quality and appeal of sale 3 has been rated as inferior to the subject.

Sales Comparison Approach Conclusion
After all the individual element comparisons, all of the sales were similar on an overall basis, and they had sales prices ranging from $192.31 to $248.57 per square foot, with an average of $219.74. Excluding the two oldest sales tightened the range of indications to between $200.20 and $248.57 per square foot, with an average of $219.69 Based upon the foregoing, I have estimated that the fee simple market value of the subject property is $220.00 per square foot, or $1,025,000, calculated as follows:

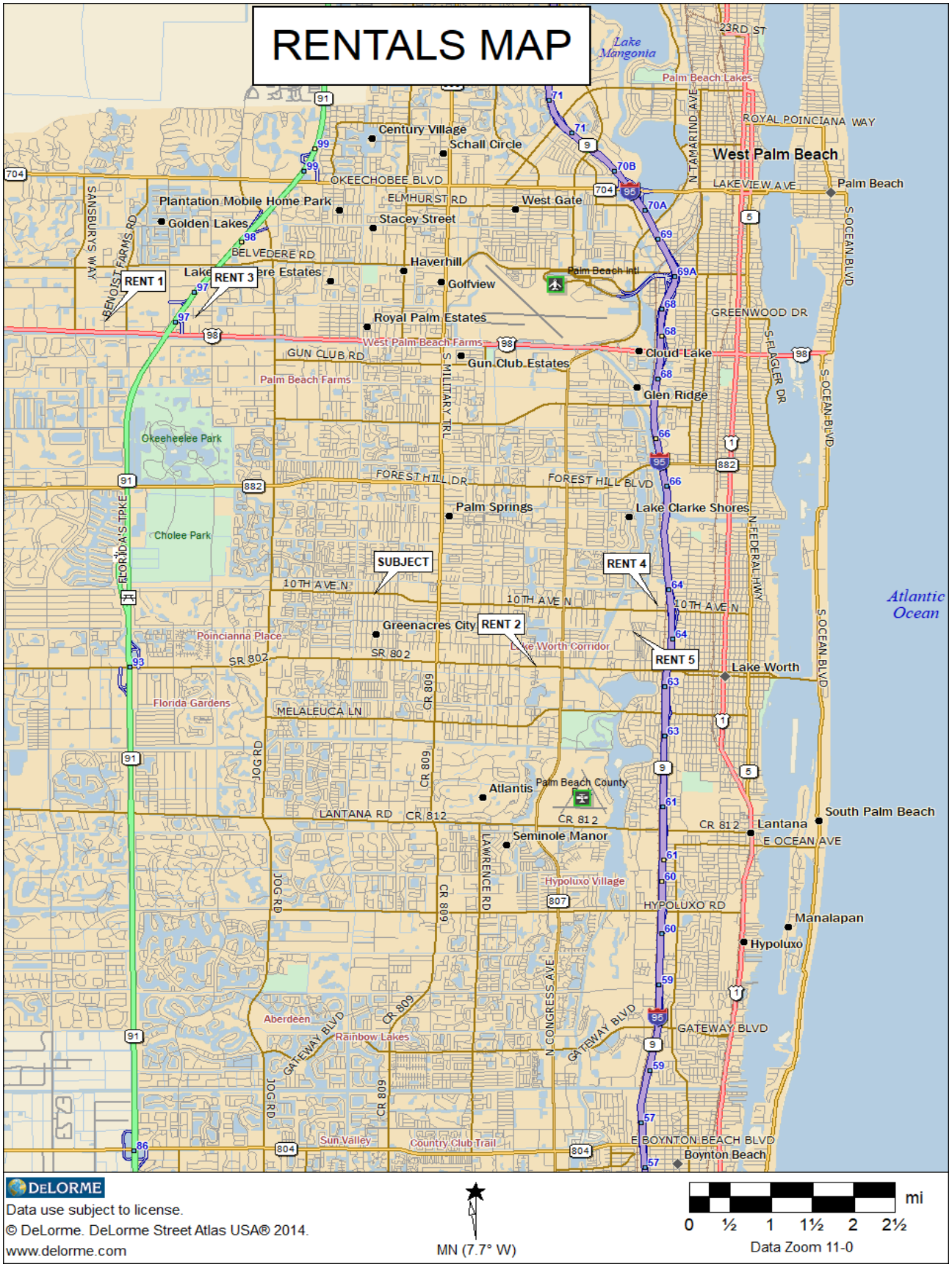
$220.00/SF x 9,341 SF = $2,055,020 – Rounded to $2,055,000

COMPARABLE RENTAL PROPERTIES

The following table contains a summary of the quoted and reported rental rates for competitive warehouse properties within the immediate subject market area, and those of the subject as of the current date. The rent roll for the subject property provided by the property manager is in the Addenda section of this report. The accompanying map shows the locations of the various rental properties relative to the subject. Pictures of each of the comparable rental properties are contained in the addenda section of this report.

RC #	Address	Building SF Constr.	SF Occ Vac %	Available Unit Sizes	% Office % A/C	Clear Ht Yr Blt	Rent/ SF NNN	CAM/ Sq Ft	Rent /SF Gross
1	8254 Bama Lane West Palm Beach	19,201 CBS	15,300 12%	1,850	20% 50%	17' 1979	N/A	$5.00	$25.00
2	3273-89 LW Road Lake Worth Beach	38,602 CBS	3,800 10%	750- 1500	38% 38%	13' 1985	N/A	N/A	$20-$22
3	6970-80 Wallis Rd West Palm Beach	18,080 CBS/Mtl	15,000 78%	2,000- 2,050	3% 3%	14' 1988	N/A	$5.50	$26.00
4	1100 Barnett Drive Lake Worth Beach	43,824 CBS	3,007 7%	1,501- 1,506	28% 28%	18' 2000	$21.00	$8.76	$29.76
5	3511 Boutwell Rd. Lake Worth Beach	9,000 CBS	0 0%	1,800	8% 8%	12' 1983	N/A	N/A	$25.00
Subj.	5280 10TH Ave N Greenacres	9,253* CBS	0 0%	1,542 average	27% 100%	14' 1980	$13.80	$9.48	$23.28

* Please note that the subject size utilized in these rental comparisons is the rentable area calculated by the landlord, which is slightly less than the gross enclosed building area of 9,341 SF utilized in the Sales Comparison Approach.


RENTALS MAP
RENT 1
RENT 3
SUBJECT
RENT 4
RENT 2
RENT 5
Lake Mangonia
Palm Beach Lakes
23RD ST
ROYAL POINCIANA WAY
West Palm Beach
Palm Beach
LAKEVIEW AVE
N TAMARIND AVE
S OCEAN BLVD
Century Village
Schall Circle
OKEECHOBEE BLVD
Plantation Mobile Home Park
Golden Lakes
ELMHURST RD
West Gate
Stacey Street
SANSBURY'S WAY
BENOIST FARMS RD
BELVEDERE RD
Haverhill
Golfview
Palm Beach Intl
GREENWOOD DR
Royal Palm Estates
West Palm Beach Farms
GUN CLUB RD
Gun Club Estates
Cloud Lake
S FLAGLER DR
Palm Beach Farms
S MILITARY TRL
Glen Ridge
Okeeheelee Park
FOREST HILL DR
FOREST HILL BLVD
Palm Springs
Lake Clarke Shores
N FEDERAL HWY
Cholee Park
FLORIDA'S TPKE
10TH AVE N
Atlantic Ocean
Greenacres City
Poinciana Place
SR 802
Lake Worth Corridor
Lake Worth
Florida Gardens
MELALEUCA LN
CR 809
JOG RD
Atlantis
Palm Beach County
LANTANA RD
CR 812
South Palm Beach
Lantana
E OCEAN AVE
Seminole Manor
LAWRENCE RD
Hypoluxo Village
HYPOLUXO RD
Manalapan
Hypoluxo
Aberdeen
Rainbow Lakes
GATEWAY BLVD
N CONGRESS AVE
Sun Valley
Country Club Trail
E BOYNTON BEACH BLVD
Boynton Beach
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Market Rent
Based upon the rental rates indicated by the comparable properties and the subject property's current rent roll, I have estimated the average gross market rent rate for subject property to be $24.00 per square foot, or, multiplied by the landlord's rentable area calculation of 9,253 SF, would reflect a total annual gross income of $222,072.

Subject Income and Expense History
The building has been operating as a six unit flex warehouse, and is fully occupied presently at NNN rents ranging from $10.37 to $17.34 per square foot of leasable area. The NNN rents total $127,660 per year, or $13.80/SF, with a current CAM pass thru of $9.48/SF, reflecting an average gross rent at $23.28/SF. The Rent Roll provided for the property is located in the Addenda section of this report.

I requested income and expense statements for the past three years, or at least the most recent CAM reconciliation through both the listing agent, Dan Ross, and the property manager, James Sahni, and was told by both that this information will not be released until the due diligence period of a contract to purchase the property. Mr. Sahni stated that there have been some vacancies over the past several years, but that available units are leased up very quickly. He estimated the average annual occupancy over the past several years at 97 to 98%.

In the absence of the actual income and expense history of the subject property, I have utilized the current CAM expense pass thru rate of $9.48/SF for the subject, which reflects a total annual expense amount of $87,718. Dividing that amount by the potential gross income from above at $222,072, the expenses would be 39% of the gross income amount, which is within a reasonable range of indications from other local properties I have obtained actual income and expense data for.

Overall Capitalization Rate
The only cap rate indication obtained from the sales utilized in the Sales Comparison approach was from the 12/24 sale of the CBS retail/office building very near the subject property in Greenacres shown as Sale 6. The handling broker stated that it was fully occupied at the date of sale and sold for a 7.25% cap rate. I researched cap rates for well occupied flex office/warehouse properties in southeast Florida on Chat GPT, and that search provided the two page summary included in the Addenda section of this report. It showed cap rates for stabilized flex properties with local tenants in a range from 6.25% to 7.50%, and showed cap rates for stabilized flex properties in secondary locations (like the subject's) in Palm Beach County in a range from 6.75% to 7.50%. Considering this information, I concluded the appropriate overall capitalization rate for the subject property to be 7.25%.

Vacancy and Collection Losses
Occupancy for the subject property has been reported by the property manager to have been in a range of 97 to 98 % over the past several years. The latest CBRE Palm Beach Industrial report has shown the average vacancy for the county to have been 7%, but for the nearest market relative to the subject, it showed only a 1% vacancy rate. In addition to lost income from vacancies, prudent owners anticipate credit losses from time to time as well. In the absence of any actual income and expense history for the subject, I have projected the stabilized vacancy & credit loss for the subject to be 5% annually. My stabilized projections of income and expenses, capitalization of the projected net income, and value indication via the Income Approach are summarized on the following page.

PROJECTED STABILIZED PROFORMA	
Income	
Projected Gross Rental Income	$222,072
Vacancy and Collection 5%	-$11,104
Total Effective Gross Income	$210,968
Total Operating Expenses	$87,718
Net Operating Income	$123,250
Capitalization Rate	7.250%
Stabilized Value Indication	$1,700,000

Value Estimate per Square Foot of Leasable Area (9,253)	$183.72
Value Estimate per Square Foot of Gross Area (9,341)	$181.99

Value Estimated and Date of Value
The first purpose of this appraisal is to estimate the Market Value of the Leased Fee Estate as of the inspection date of April 22, 2026. In estimating this value, I have considered three different but interrelated approaches to value: The Cost Approach, Sales Comparison Approach and the Income Approach, and have utilized both the Sales Comparison and Income Approaches.

The purpose of the Reconciliation Section is to evaluate the alternative value conclusions presented herein, and to ultimately arrive at a final value estimate. Below is a summary of the value estimates for each approach. Next is an assessment of each, followed by the subject's final value estimate.

	AS IS VALUE
COST APPROACH	**N/A**
SALES COMPARISON APPROACH	**$2,055,000**
INCOME APPROACH	**$1,700,000**
MARKET VALUE CONCLUSION	**$1,950,000**

Because the building has an actual age of 46 years, buyers and sellers of property like this would not consider the Cost Approach as having any relevance, and the Cost Approach was not utilized to estimate the value of the subject property.

In the Sales Comparison Approach, six improved sales, occurring between 10/24 and 3/26 were utilized to determine the value of the subject property. Comparisons were made between the sales and the subject, utilizing qualitative analysis showing how the sales compare to the subject for various items of dissimilarity. After making all the applicable comparisons, the respective value indications from each comparable were then evaluated in terms of overall comparability, and were correlated into a single comparative unit value conclusion. In this case, price per square foot of enclosed building area was deemed the most appropriate unit of comparison. The Sales Comparison Approach is considered to be a reliable indication of value.

The Income Approach value was utilized in our analysis of the subject property, but without the benefit of actual income and expense history, which would not be provided by the owners. As a result, the Income Approach was not as strongly supported as it might have been with better owner cooperation. Consequently, the Sales Comparison Approach was given stronger weight in my final value conclusion.

Final Value Conclusion
After considering all of the facts, data and analysis contained in this report, it is my opinion that the leased fee as is market value of the subject property as of our April 22, 2026 date of valuation was:

ONE MILLION AND NINE HUNDRED FIFTY THOUSAND DOLLARS
($1,950,000)

ADDENDA

Engagement Letter
Building Floor Plan
Subject Photos
Improved Sale Photos
Rental Photos
Flex Warehouse Cap Rates
Palm Beach County Area Data
Appraiser Qualifications

M. R. Ford & Associates, Inc.

Real Estate Appraisers/Consultants
8259 N. Military Trail, Suite 5
Palm Beach Gardens, Florida 33410
(561) 627-6440 Fax: (561) 627-9012

April 2, 2026

Ms. Jennifer Thron
2845 PGA Boulevard
Palm Beach Gardens, Florida 33410

Re: A Narrative Appraisal of the flex warehouse property located at 5280 10th Avenue North, Greenacres, Florida 33463

Dear Ms. Thron:

This letter is a follow-up to my previous email regarding the appraisal you need for this property. We can prepare a Narrative Appraisal Report for a fee of $4,300 within 3-4 weeks of receipt of your notice to proceed. The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Code of Ethics of the Appraisal Institute. We will need to obtain the following information for the assignment:

a) A broker contact person for inspection of the building, and for details on offers received..
b) A current rent roll for property showing details on each space to include rent commencement and expiration dates, rent amount, expense obligations, scheduled rent increases, unit SF sizes, and tenant names.
c) The most current survey showing the location of the building on the site, its dimensions, and the location of units within the building, hopefully, with the layout of rooms within each.
d) Itemized income and expense statements for the past 3 calendar years.
e) A summary of improvements made to the property in the recent past, or anticipated soon.
f) Any other information you have which you believe should be considered in the appraisal.

If the terms and conditions as described are acceptable to you, please signify by sending this engagement letter to me along with the requested information at your earliest opportunity. I look forward to working with you on this assignment, and hope to hear from you soon.

Respectfully submitted,

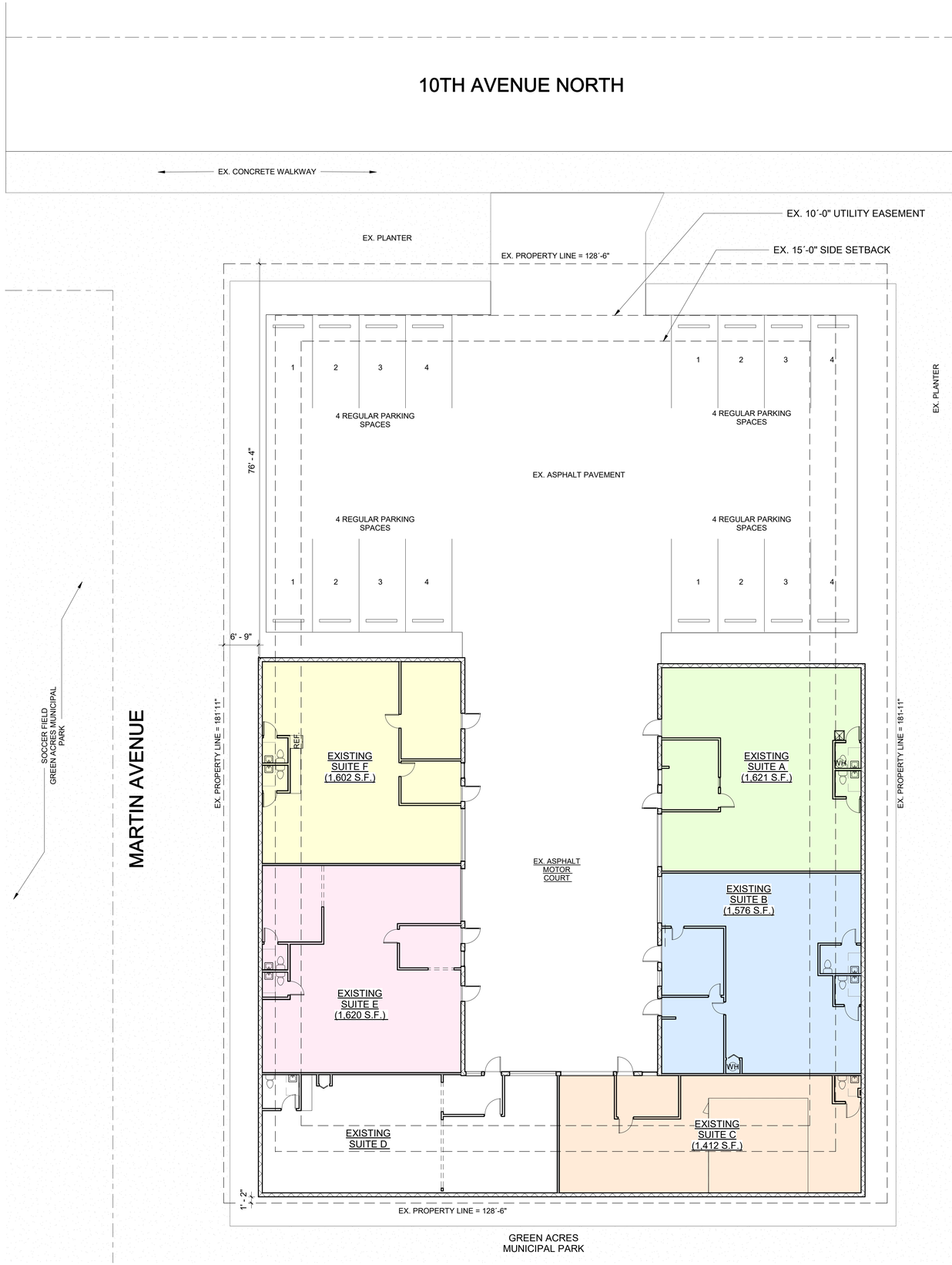
M. R. FORD & ASSOCIATES, INC.

Michael Ford

Michael R. Ford, MAI, SRA, President
State-Certified General Appraiser No. 31

	04/02/2026
CLIENT	**DATE**

Quote 5280 10th Ave N, Greenacres Thron



1 EXISTING SITE PLAN
3/32" = 1'-0"

No.	Description	Date

Jarvis M. Wyandon, Architect
Architect - Interior Designer - Planner
Lic. # AR94338
4748 Rice Road
Shreveport, Louisiana 71119
P: (954) 854-4312
Email: jmwyandon@gmail.com

5 TENANT SPACES FOR UL RATINGS AS BUILT PLANS
5280 10TH AVENUE N A GREENACRES, FL 33463

SEAL

PROJECT NO:

DRAWN BY: JMW
CHECKED BY: JMW
DATE: 09/09/2022

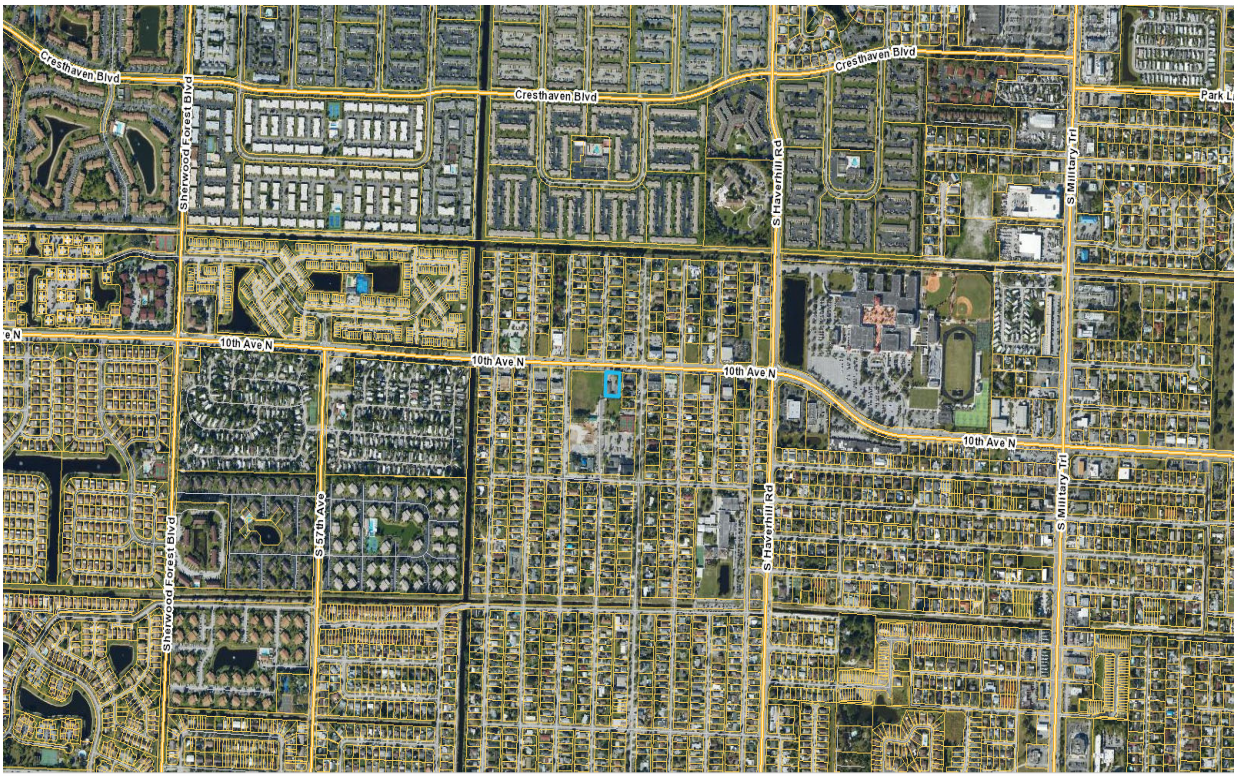
FILE NAME:

EXISTING SITE PLAN

SHEET NO.

A-01

SHEET:____ OF ____



DISTANT AERIAL PHOTO OF SUBJECT IN BLUE



CLOSEUP AERIAL PHOTO OF SUBJECT IN BLUE



FACING SOUTH ACROSS 10TH AVENUE TOWARD SUBJECT



NORTH & WEST ELEVATIONS OF SUBJECT



WEST WING OF SUBJECT FACING SW



FACING SOUTH THROUGH CENTER OF BUILDINGS



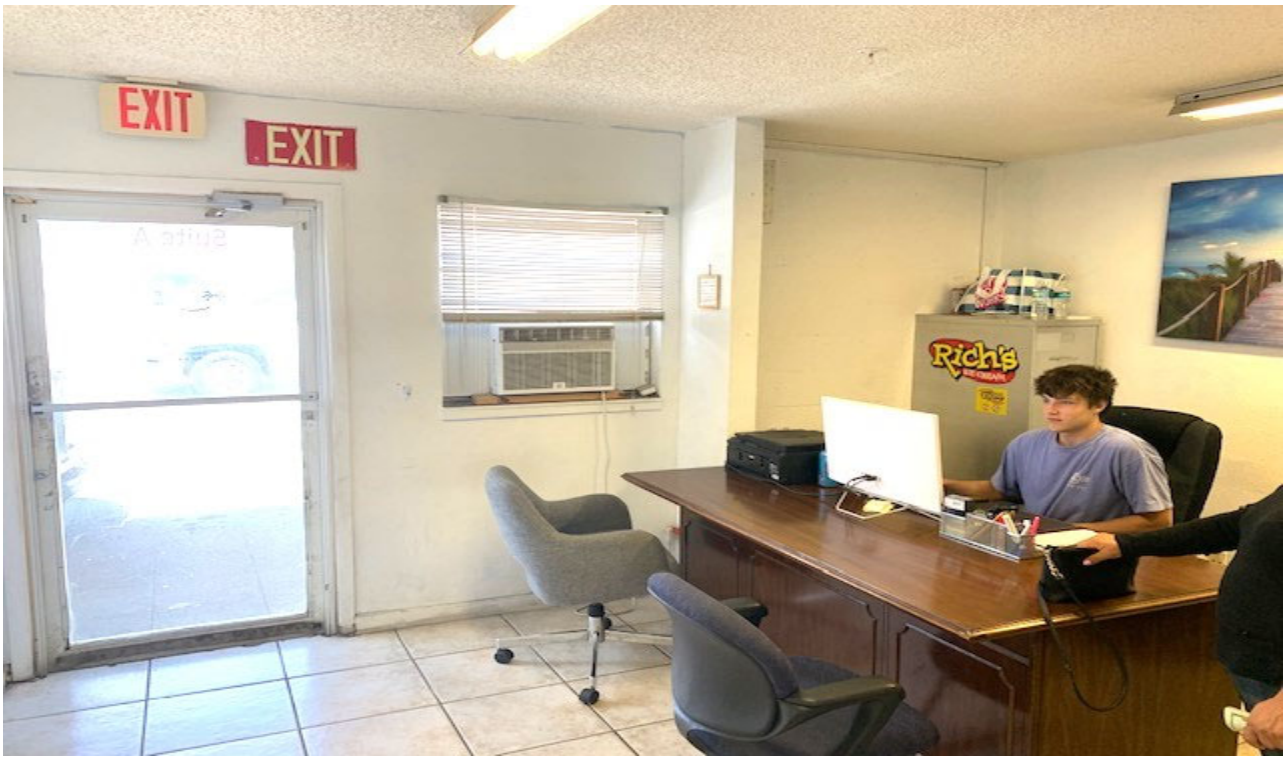
EAST WING OF SUBJECT



OFFICE ENTRANCE OF SUITE A



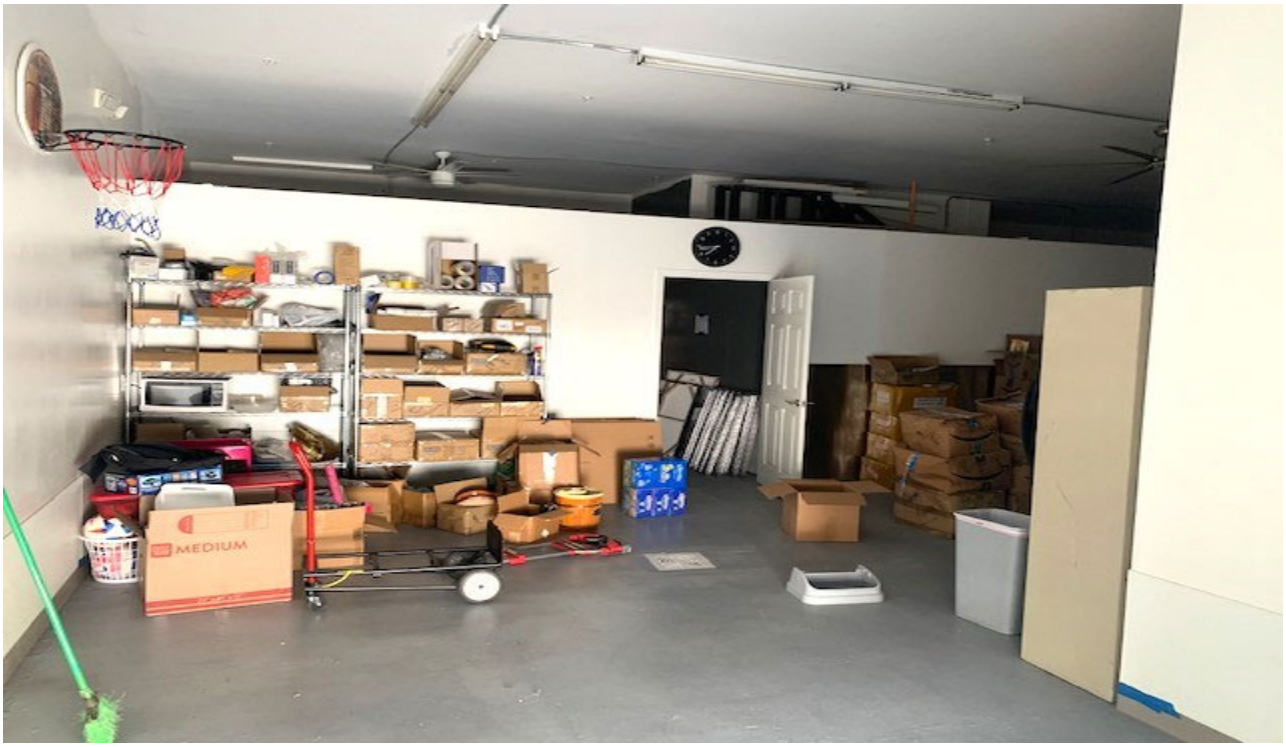
FACING SW THROUGH WAREHOUSE PORTION OF SUITE A



OFFICE OF SUITE A



EXTERIOR PHOTO OF SUITE B



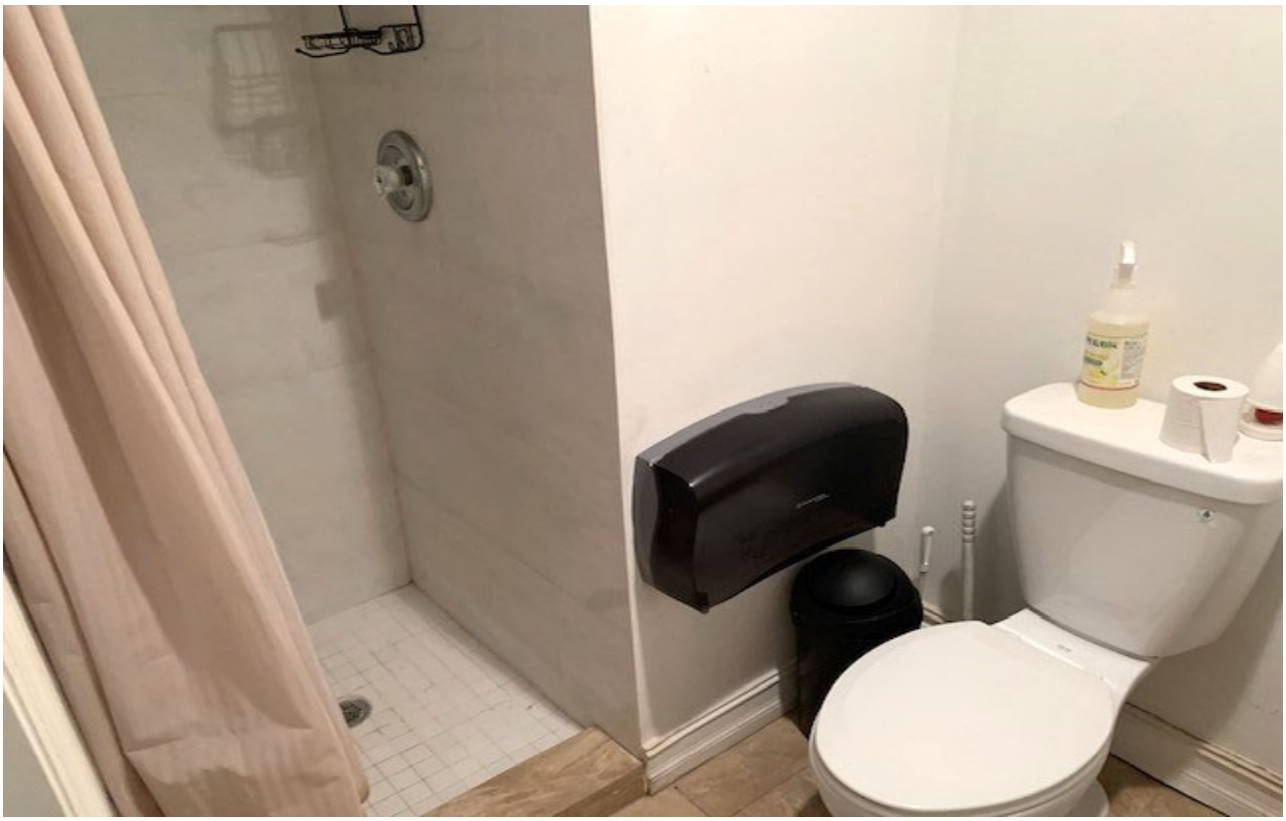
NORTH PART OF WAREHOUSE OF SUITE B



FACING NORTH THRU WAREHOUSE OF SUITE B



2 FIXTURE RESTROOM OF SUITE B



3 FIXTURE RESTROOM OF SUITE B



OFFICE IN SUITE B



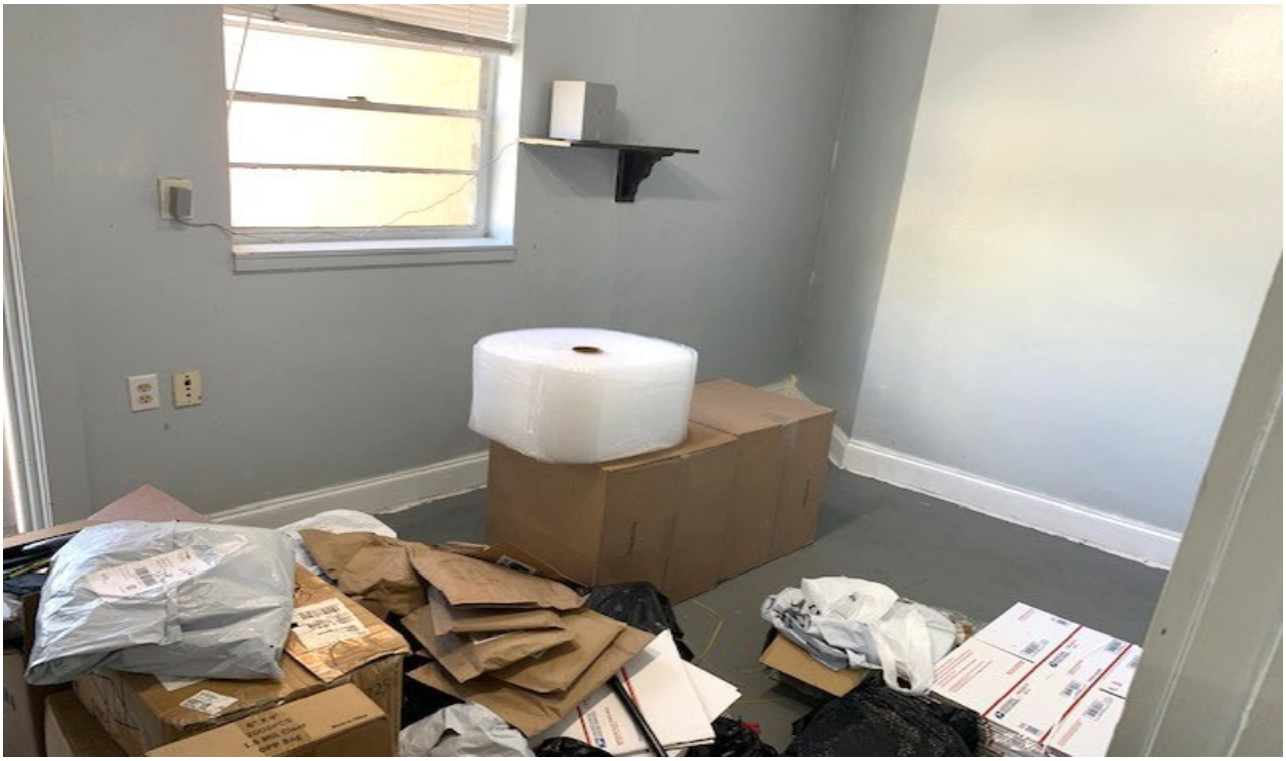
EXTERIOR OF SUITE C



WAREHOUSE PORTION OF SUITE C



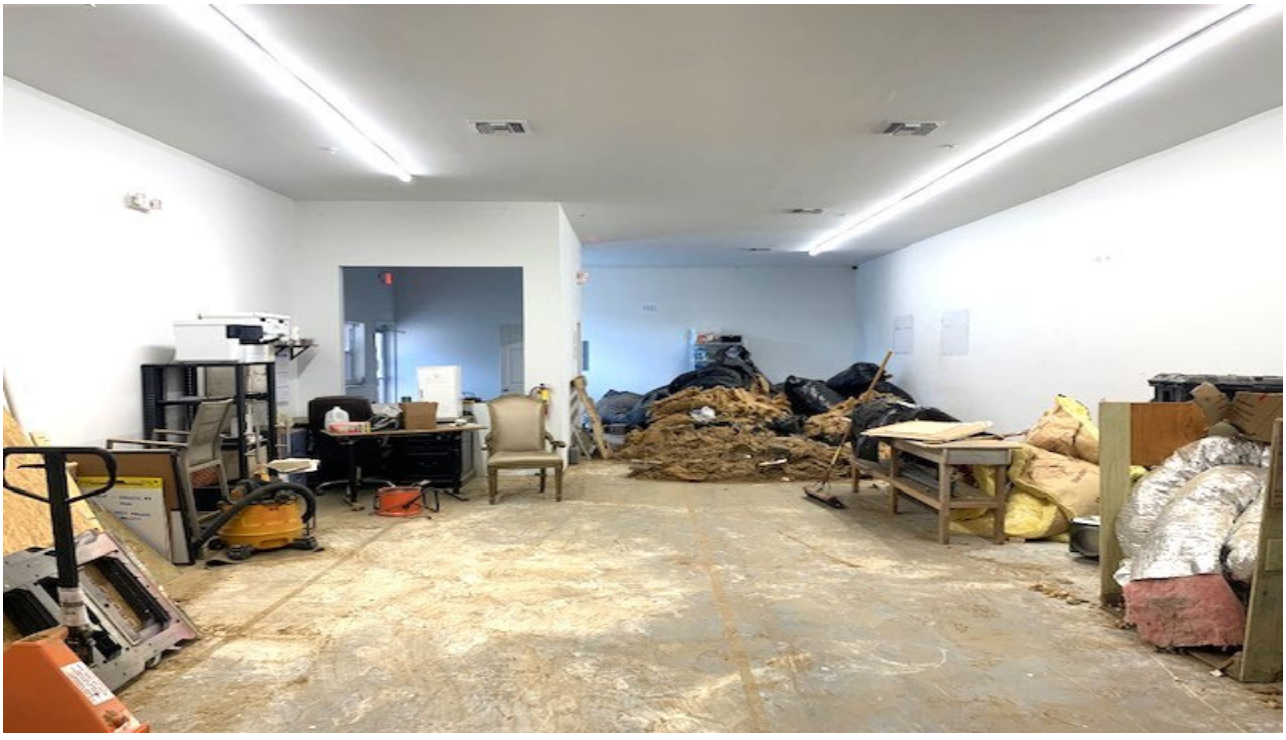
225 AMP PANEL IN SUITE C



OFFICE IN SUITE C



OFFICE ENTRANCE TO SUITE D



WAREHOUSE PORTION OF SUITE D



RESTROOM IN SUITE D



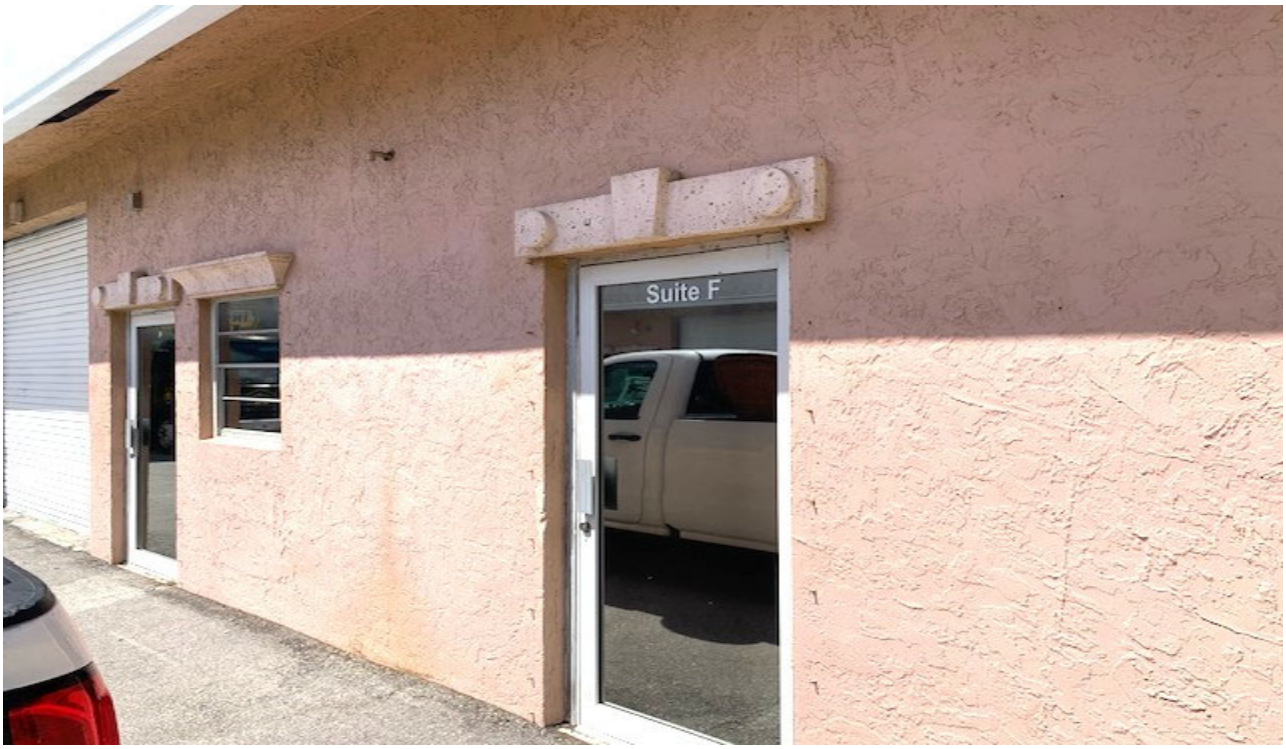
OFFICE IN SUITE D



ELECTRIC PANEL IN SUITE D



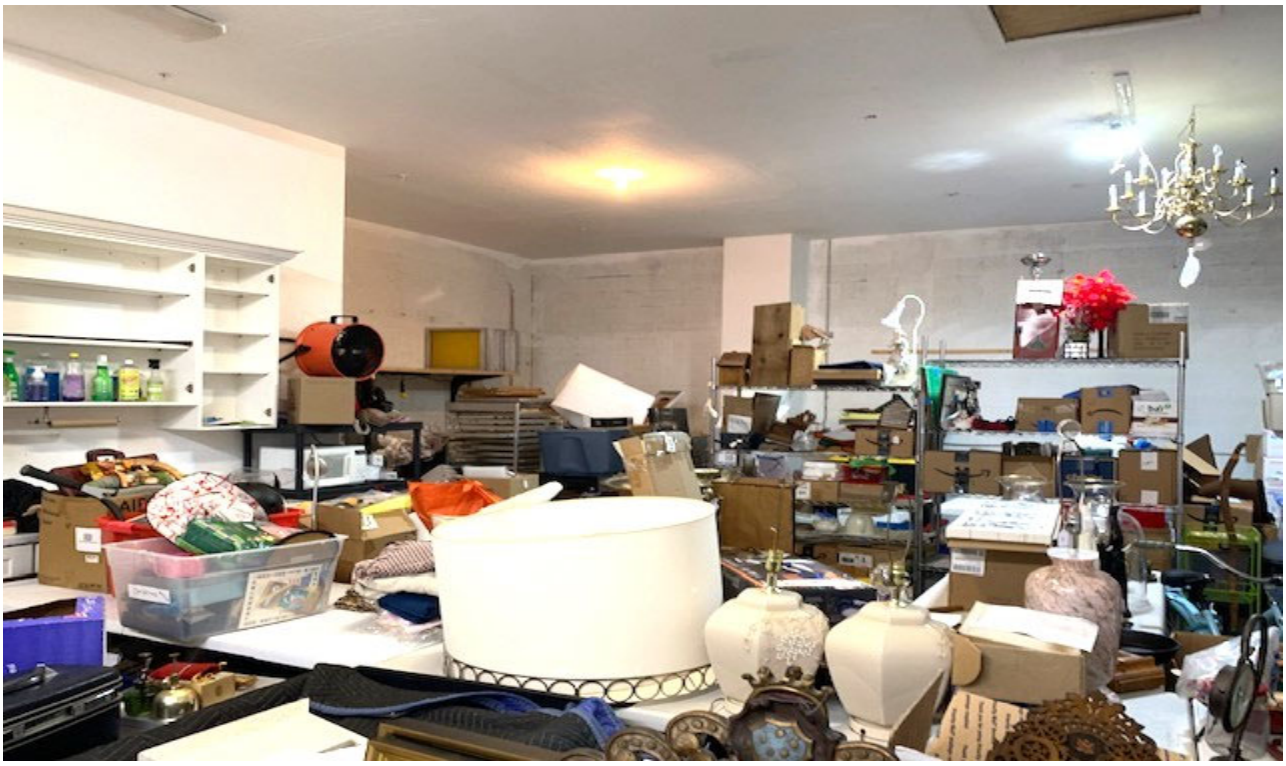
EXTERIOR OF SUITE E (DID NOT INSPECT)



EXTERIOR OF SUITE F



OFFICE IN SUITE F



WAREHOUSE AREA OF SUITE F



RESTROOM IN SUITE F



RESTROOM IN SUITE F USED FOR STORAGE



ELECTRIC PANEL IN SUITE F



FRONT PARKING AREA FACING WEST



DUMPSTER LOCATION ADJACENT ON EAST SIDE OF FRONT PARKING AREA



MONUMENT SIGN FOR SUBJECT EAST OF FRONT PARKING AREA



FACING EAST WITH SUBJECT TO RIGHT OF PHOTO



FACING WEST WITH SUBJECT TO LEFT OF PHOTO



GREENACRES PARK ADJACENT WEST OF SUBJECT



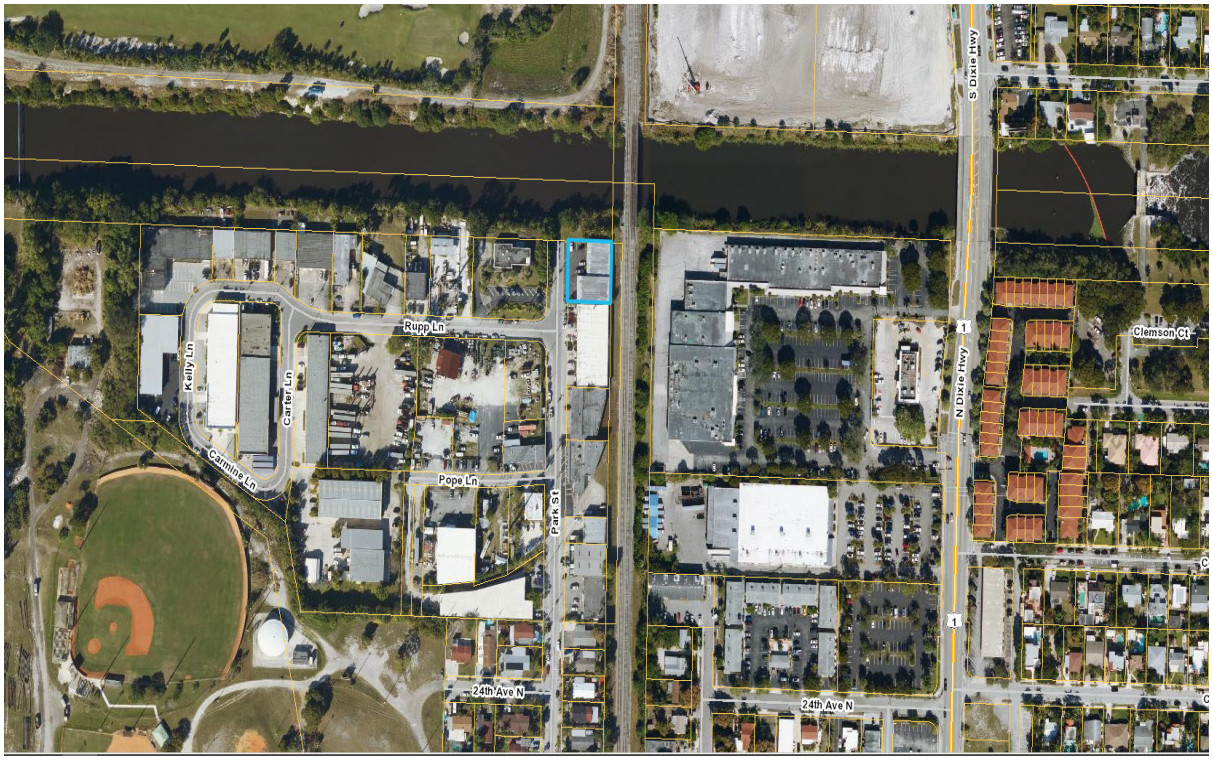
FACING NW FROM SUBJECT TOWARD OFFICE BUILDING



MARATHON SERVICE STATION NE OF SUBJECT



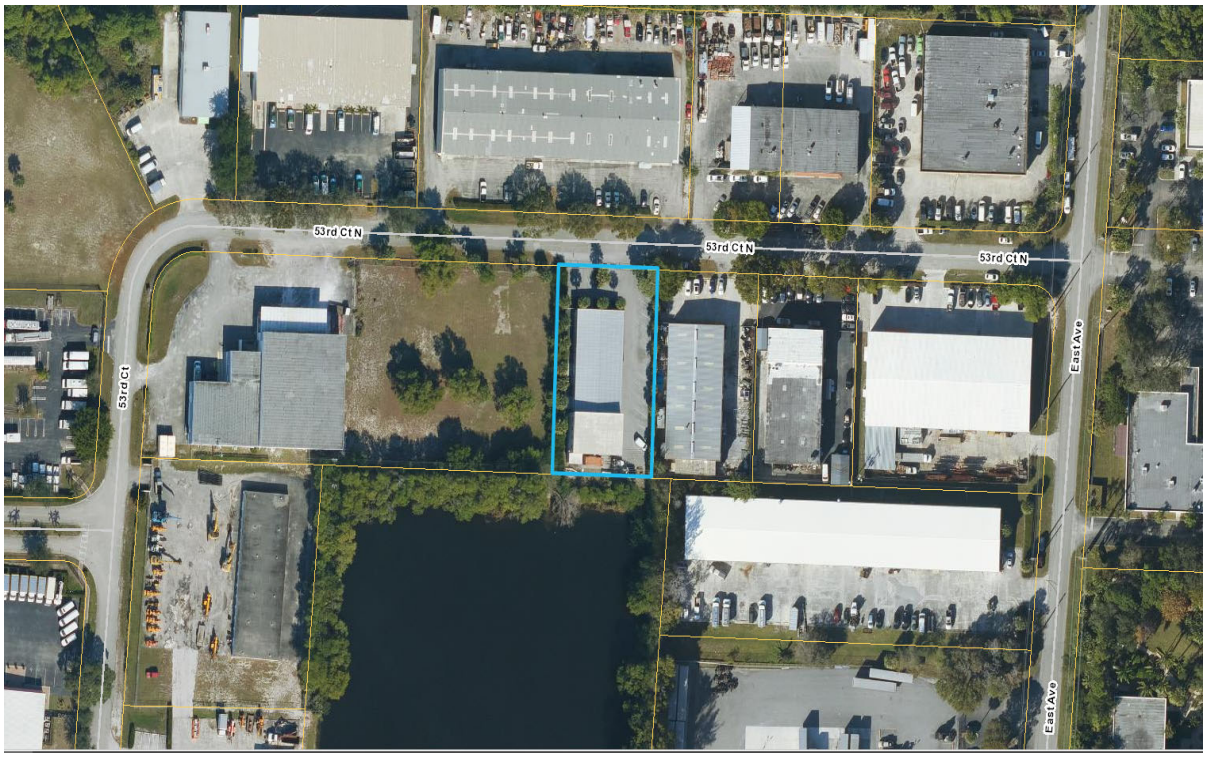
OFFICE/RETAIL BUILDING ADJACENT EAST OF SUBJECT



Sale 1 Aerial Photo



Sale 1 Ground Photo



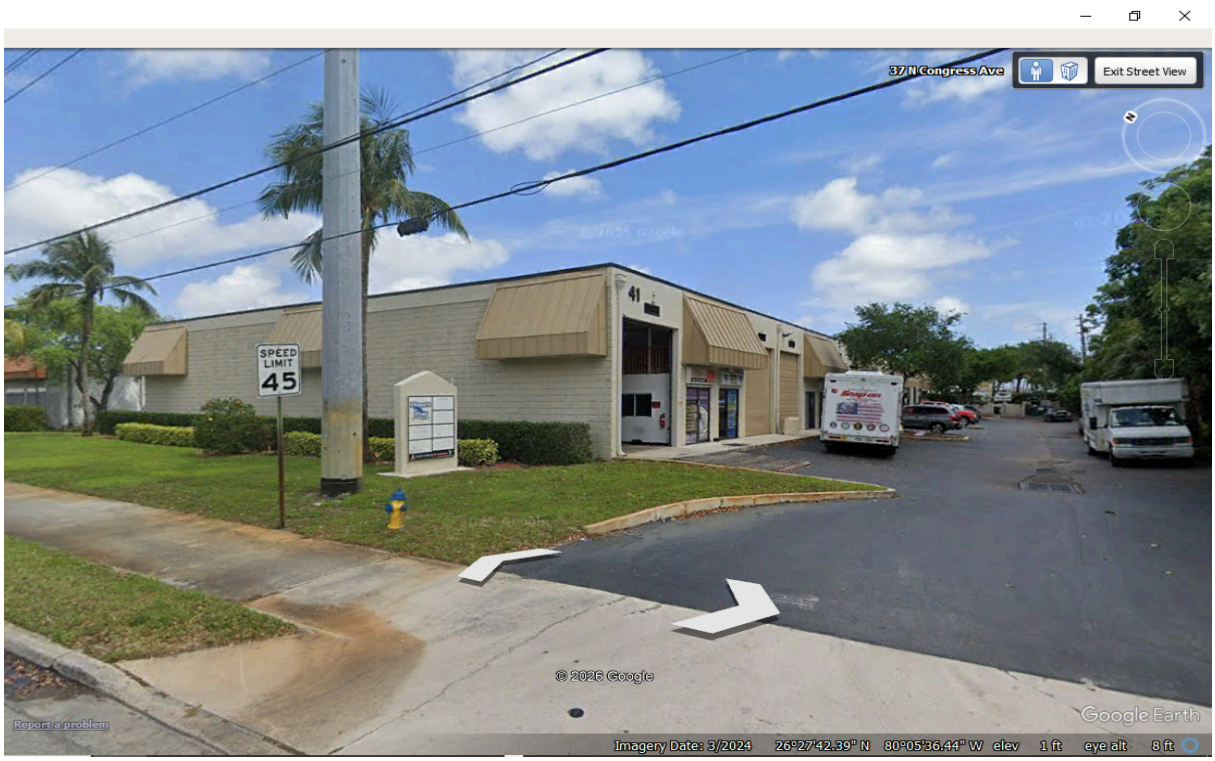
Sale 2 Aerial Photo



Sale 2 Ground Photo



Sale 3 Aerial Photo



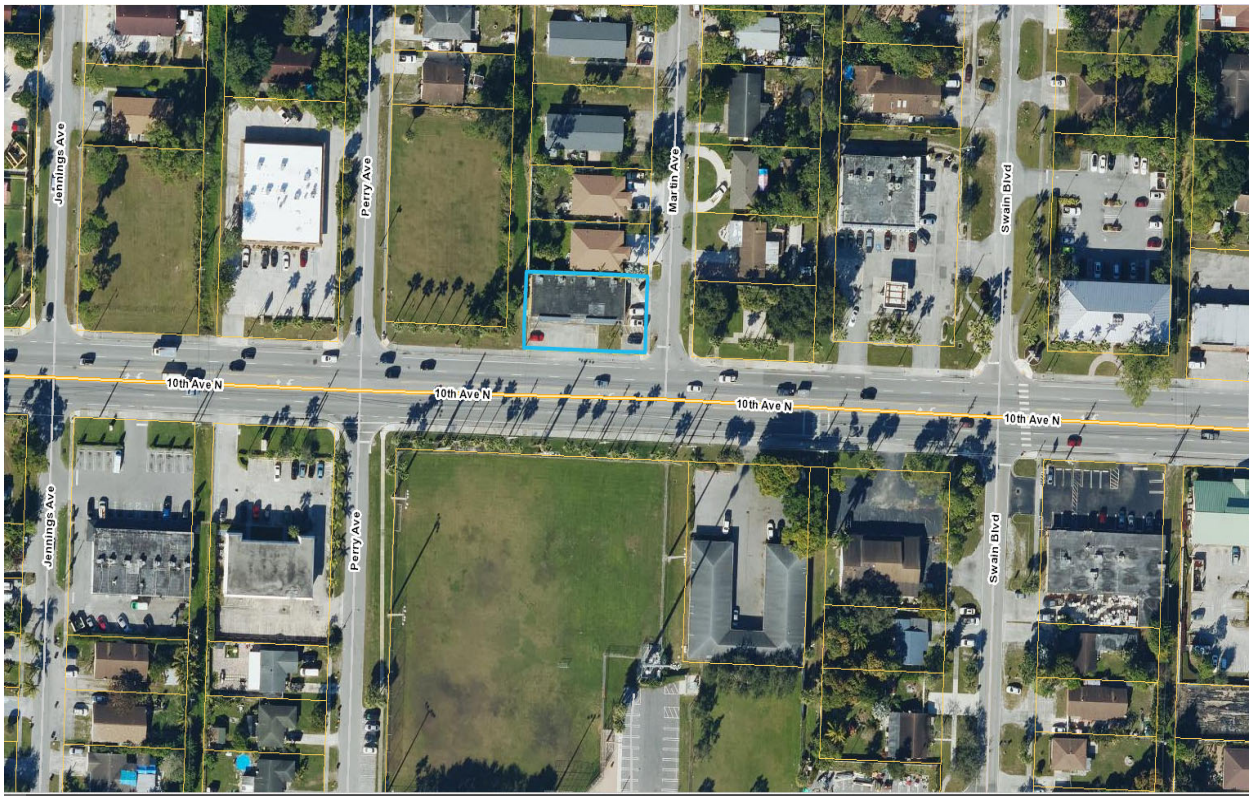
Sale 3 Ground Photo



Sale 4 Aerial Photo



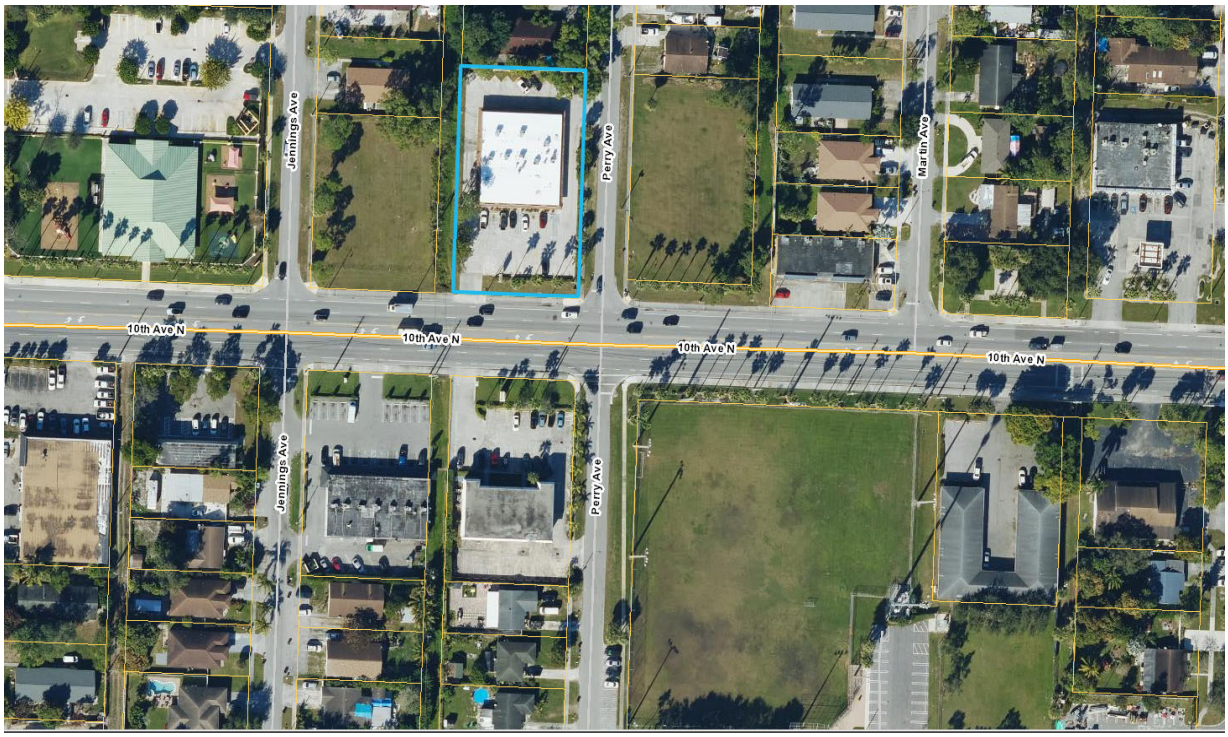
Sale 4 Additional Aerial Photo



Sale 5 Aerial Photo



Sale 5 Ground Photo



Sale 6 Aerial Photo



Sale 6 Ground Photo



RENTAL 1



RENTAL 2



RENTAL 3



RENTAL 4



RENTAL 5

SE FLORIDA FLEX WAREHOUSE CAP RATE INDICATIONS FROM CHAT GPT

For well-occupied flex office/warehouse ("small bay industrial" or "light industrial flex") properties in Southeast Florida — particularly in the tri-county markets of Palm Beach County, Broward County, and Miami-Dade County — current market indications generally appear to be:

Property Type / Quality	Typical Cap Rate Range
Institutional-quality Class A industrial	5.0% – 5.75%
Well-located multi-tenant flex/light industrial	5.75% – 6.75%
Smaller-bay flex with local tenants	6.25% – 7.50%
Older or management-intensive flex product	7.0% – 8.0%+

For stabilized, well-occupied flex office/warehouse projects in Southeast Florida specifically, most broker and investor indications currently cluster around roughly **6.0%–7.0%**, depending on tenant quality, rollover risk, office finish percentage, and location. (clscre.com)

A few important market nuances:

- Properties with a **higher warehouse component** and lower office finish generally trade at tighter cap rates.
- Flex assets with **many small tenants** usually price 50–100 bps wider than institutional warehouse product because of management intensity and rollover exposure.
- Infill Southeast Florida submarkets near ports, airports, and major expressways still attract strong investor demand and relatively compressed pricing.
- Buildings with below-market rents may trade at lower going-in cap rates if buyers are underwriting future rent growth.
- Owner-user demand continues to support pricing for smaller flex assets under roughly 50,000 SF.

Current anecdotal investor sentiment from active CRE discussions suggests:

- Stronger Sunbelt flex assets often trade in the **mid-6% range**.
- Newer stabilized small-bay projects with good tenancy can still achieve pricing in the low-6% to high-6% area.
- Secondary-market flex product more commonly trades from the low-7% range upward. (Reddit)

For Southeast Florida specifically, approximate market positioning today would likely be:

Submarket	Likely Cap Rate Range for Stabilized Flex
Airport West / Doral	5.5% – 6.25%

Submarket	Likely Cap Rate Range for Stabilized Flex
Pompano / Oakland Park / Central Broward	6.0% – 6.75%
Boca / Deerfield	6.0% – 6.75%
North Palm Beach County / Jupiter / Riviera Beach	6.25% – 7.0%
Secondary Palm Beach County locations	6.75% – 7.5%

The strongest pricing today tends to be for:

- newer concrete tilt construction,
- shallow-bay industrial,
- rear-load warehouse,
- 18'+ clear height,
- strong parking ratios,
- and functional small-bay suites serving contractors, marine, HVAC, electrical, and e-commerce users.

Palm Beach County

Florida's 4th most populous county

with 6.7% of Florida's population



Population

Census Population	Palm Beach County	Florida
1980 Census	576,758	9,746,961
1990 Census	863,503	12,938,071
2000 Census	1,131,191	15,982,824
2010 Census	1,320,134	18,801,332
2020 Census	1,492,191	21,538,187
% change 2010-2020	13.0%	14.6%
Age		
% Under 18 years of age	19.0%	19.5%
% Aged 65 and over	24.3%	21.2%
% Median age	45.3	43.0
Gender		
% Male	48.0%	48.6%
% Female	52.0%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	52.3%	51.5%
% Not Hispanic-Black or African American	17.1%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.1%	0.2%
% Not Hispanic-Asian	2.9%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.0%	0.1%
% Not Hispanic-Some Other Race	0.7%	0.6%
% Not Hispanic-Two or More Races	3.4%	3.7%
% Hispanic or Latino (of any race)	23.5%	26.5%

Population Estimates

	Palm Beach County	Florida
2021 Estimate	1,502,495	21,898,945
% change 2020-2021	0.7%	1.7%
2022 Estimate	1,518,152	22,276,132
% change 2020-2022	1.7%	3.4%
2023 Estimate	1,532,718	22,634,867
% change 2020-2023	2.7%	5.1%
2024 Estimate	1,545,905	23,014,551
% change 2020-2024	3.6%	6.9%
2025 Estimate	1,556,161	23,379,261
% change 2020-2025	4.3%	8.5%
Based on 2025 Estimate		
2030	1,627,593	24,909,028
2035	1,679,499	26,074,611
2040	1,717,543	26,967,897
2045	1,745,966	27,664,885
2050	1,766,844	28,250,130

Population Characteristics

	County	Florida
(% of total persons aged 5 and over)		
Speak only English	65.8%	69.4%
Speak a language other than English	34.2%	30.6%
Speak English "very well"	19.2%	18.1%
Place of birth		
Foreign born	27.7%	21.9%
Veteran status		
Civilian population 18 and over	5.1%	7.4%

Migration

Residence 1 Year Ago Persons aged 1 and over	Palm Beach County	Florida
Same house	87.8%	86.3%
Different house in the U.S.	11.1%	12.6%
Same county in Florida	6.6%	6.6%
Different county in Florida	2.0%	3.1%
Different county in another state	2.5%	2.9%
Abroad	1.2%	1.1%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Palm Beach County	Florida
2017 GDP	82,713,425	1,014,866,863
Percent of the State	8.2%	
2018 GDP	85,555,960	1,050,433,812
Percent of the State	8.1%	
2019 GDP	87,694,796	1,084,913,903
Percent of the State	8.1%	
2020 GDP	87,813,614	1,072,481,562
Percent of the State	8.2%	
2021 GDP	97,622,427	1,172,655,328
Percent of the State	8.3%	
2022 GDP	102,539,990	1,245,927,559
Percent of the State	8.2%	
2023 GDP	108,402,893	1,309,392,241
Percent of the State	8.3%	
2024 GDP	110,546,089	1,352,275,106
Percent of the State	8.2%	

Population by Housing Type

	Palm Beach County	Florida
Household Population	1,464,848	21,073,604
Household Population per Occupied Housing Unit	2.41	2.47
Group Quarters Population	27,343	464,583

Housing

Housing Counts	Palm Beach County	Florida
Housing units, 2020 Census	705,988	9,865,350
Occupied	607,880	8,529,067
Vacant	98,108	1,336,283

Building Permits

Units Permitted	Palm Beach County	Florida
2000	10,504	155,269
2010	1,506	38,679
2020	7,499	164,074
2021	7,851	213,494
2022	6,090	211,962
2023	5,492	193,788
2024	4,089	173,326

Population Density

Persons per square mile	County	Florida
2000	573.0	296.4
2010	670.2	350.6
2020	759.7	401.4
2025	792.2	435.8

Households and Family Households

Households	Palm Beach County	Florida
Total households, 2000 Census	474,179	6,338,075
Family households, 2000 Census	303,772	4,210,760
% with own children under 18	38.9%	42.3%
Total households, 2010 Census	544,227	7,420,802
Family households, 2010 Census	340,709	4,835,475
% with own children under 18	38.9%	40.0%
Average Household Size, 2010 Census	2.39	2.48
Average Family Size, 2010 Census	2.97	3.01
Total households, 2020 Census	607,880	8,529,067
Family households, 2020 Census	384,300	5,571,482
% with own children under 18	36.2%	36.0%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Employment and Labor Force

Establishments 2024	Palm Beach County	Florida
All industries	71,344	881,780
Natural Resource & Mining	618	5,872
Construction	6,413	84,932
Manufacturing	1,720	26,842
Trade, Transportation and Utilities	10,401	151,230
Information	1,438	20,233
Financial Activities	8,458	95,614
Professional & Business Services	19,858	225,541
Education & Health Services	9,041	104,515
Leisure and Hospitality	4,881	68,016
Other Services	5,893	60,954
Government	257	5,886

Establishments % of All Industries	Palm Beach County	Florida
All industries	71,344	881,780
Natural Resource & Mining	0.9%	0.7%
Construction	9.0%	9.6%
Manufacturing	2.4%	3.0%
Trade, Transportation and Utilities	14.6%	17.2%
Information	2.0%	2.3%
Financial Activities	11.9%	10.8%
Professional & Business Services	27.8%	25.6%
Education & Health Services	12.7%	11.9%
Leisure and Hospitality	6.8%	7.7%
Other Services	8.3%	6.9%
Government	0.4%	0.7%

Average Annual Employment % of All Industries, 2024	Palm Beach County	Florida
All industries	666,900	9,837,263
Natural Resource & Mining	1.0%	0.7%
Construction	6.5%	6.6%
Manufacturing	3.3%	4.3%
Trade, Transportation and Utilities	18.1%	20.1%
Information	1.5%	1.6%
Financial Activities	6.9%	6.9%
Professional & Business Services	18.0%	16.5%
Education & Health Services	17.2%	15.5%
Leisure and Hospitality	14.3%	13.4%
Other Services	3.8%	3.0%
Government	9.3%	11.3%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage 2024	Palm Beach County	Florida
All industries	$77,246	$69,492
Natural Resource & Mining	$53,655	$49,698
Construction	$76,674	$70,271
Manufacturing	$93,698	$81,956
Trade, Transportation and Utilities	$62,066	$61,291
Information	$118,481	$121,266
Financial Activities	$159,240	$108,740
Professional & Business Services	$99,187	$87,036
Education & Health Services	$66,045	$66,009
Leisure and Hospitality	$39,599	$37,261
Other Services	$55,882	$51,306
Government	$81,222	$71,045

Labor Force as Percent of Population Aged 18 and Older	Palm Beach County	Florida
2000	60.8%	63.7%
2010	60.9%	61.8%
2020	58.4%	58.0%
2021	59.8%	58.9%
2022	60.9%	59.8%
2023	62.6%	60.4%
2024	61.8%	60.3%
2025p	61.3%	59.7%

(2025p is based on 11 months -- no data for October 2025)

Unemployment Rate	Palm Beach County	Florida
2000	4.2%	3.7%
2010	10.6%	10.8%
2020	8.0%	8.0%
2021	4.5%	4.7%
2022	3.0%	3.0%
2023	3.0%	2.9%
2024	3.3%	3.4%
2025p	4.0%	4.0%

Income and Financial Health

Personal Income ($000s)	Palm Beach	Florida
2000	$51,455,474	$471,588,082
2010	$72,587,472	$730,690,145
% change 2000-2010	41.1%	54.9%
2020	$136,149,885	$1,222,053,372
% change 2010-2020	87.6%	67.2%
2021	$153,220,318	$1,367,061,863
% change 2020-2021	12.5%	11.9%
2022	$171,684,239	$1,464,251,012
% change 2021-2022	12.1%	7.1%
2023	$190,327,521	$1,604,650,325
% change 2022-2023	10.9%	9.6%
2024	$200,686,833	$1,706,305,733
% change 2023-2024	5.4%	6.3%

Per Capita Personal Income	Palm Beach	Florida
2000	$45,304	$29,387
2010	$54,854	$38,779
% change 2000-2010	21.1%	32.0%
2020	$91,114	$56,597
% change 2010-2020	66.1%	45.9%
2021	$101,897	$62,617
% change 2020-2021	11.8%	10.6%
2022	$112,099	$65,429
% change 2021-2022	10.0%	4.5%
2023	$122,202	$70,057
% change 2022-2023	9.0%	7.1%
2024	$126,852	$73,006
% change 2023-2024	3.8%	4.2%

Earnings by Place of Work ($000s)		
2000	$26,284,425	$308,751,767
2010	$33,303,252	$439,036,383
% change 2000-2010	26.7%	42.2%
2020	$57,622,706	$684,772,318
% change 2010-2020	73.0%	56.0%
2021	$66,129,485	$771,994,702
% change 2020-2021	14.8%	12.7%
2022	$71,397,945	$845,179,676
% change 2021-2022	8.0%	9.5%
2023	$77,483,715	$915,351,168
% change 2022-2023	8.5%	8.3%
2024	$81,586,336	$972,525,321
% change 2023-2024	5.3%	6.2%

Median Income		
Median Household Income	$83,581	$74,568
Median Family Income	$102,287	$89,891

Workers Aged 16 and Over	Palm Beach County	Florida
Place of Work in Florida		
Worked outside county of residence	9.4%	17.0%
Travel Time to Work		
Mean travel time to work (minutes)	26.5	28.0

Percent in Poverty, 2024		
All ages in poverty	11.7%	12.1%
Under age 18 in poverty	14.1%	15.7%
Related children age 5-17 in families in poverty	14.1%	14.8%

Personal Bankruptcy Filing Rate (per 1,000 population)	Palm Beach County	Florida
12-Month Period Ending September 30, 2024	1.12	1.46
12-Month Period Ending September 30, 2025	1.25	1.71
State Rank	31	NA

NonBusiness Chapter 7 & Chapter 13

Reported County Government Revenues and Expenditures (Includes all Custodial Fund reporting)

Revenue 2022-23	Palm Beach County	Florida*
Total - All Revenue Account Codes ($000s)	$4,647,080.9	$117,776,640.6
Per Capita $	$3,031.92	$5,456.77
% of Total	100.0%	100.0%
General Government Taxes ($000s)	$1,830,878.3	$48,947,738.5
Per Capita $	$1,194.53	$2,267.82
% of Total	39.4%	41.6%
Permits, Fee, and Special Assessments ($000s)	$136,443.2	$5,231,689.8
Per Capita $	$89.02	$242.39
% of Total	2.9%	4.4%
Intergovernmental Revenues ($000s)	$497,346.5	$8,250,822.1
Per Capita $	$324.49	$382.27
% of Total	10.7%	7.0%
Charges for Services ($000s)	$1,198,887.9	$28,150,407.9
Per Capita $	$782.20	$1,304.25
% of Total	25.8%	23.9%
Judgments, Fines, and Forfeits ($000s)	$7,001.7	$1,880,041.8
Per Capita $	$4.57	$87.11
% of Total	0.2%	1.6%
Miscellaneous Revenues ($000s)	$235,720.2	$12,799,887.1
Per Capita $	$153.79	$593.04
% of Total	5.1%	10.9%
Other Sources ($000s)	$740,803.2	$12,516,053.5
Per Capita $	$483.33	$579.89
% of Total	15.9%	10.6%

Expenditures 2022-23	Palm Beach County	Florida*
Total - All Expenditure Account Codes ($000s)	$3,907,170.34	$110,894,156.90
Per Capita $	$2,549.18	$5,137.89
% of Total	100.0%	100.0%
General Government Services** ($000s)	$672,889.09	$56,597,761.19
Per Capita $	$439.02	$2,622.26
% of Total	17.2%	51.0%
Public Safety ($000s)	$1,333,978.62	$14,143,806.21
Per Capita $	$870.34	$655.30
% of Total	34.1%	12.8%
Physical Environment ($000s)	$591,142.00	$6,602,230.32
Per Capita $	$385.68	$305.89
% of Total	15.1%	6.0%
Transportation ($000s)	$350,229.81	$6,383,904.27
Per Capita $	$228.50	$295.78
% of Total	9.0%	5.8%
Economic Environment ($000s)	$156,298.70	$2,413,716.53
Per Capita $	$101.97	$111.83
% of Total	4.0%	2.2%
Human Services ($000s)	$154,006.34	$5,303,244.59
Per Capita $	$100.48	$245.71
% of Total	3.9%	4.8%
Culture / Recreation ($000s)	$163,423.70	$2,195,932.65
Per Capita $	$106.62	$101.74
% of Total	4.2%	2.0%
Other Uses and Non-Operating ($000s)	$410,361.87	$13,256,605.85
Per Capita $	$267.73	$614.20
% of Total	10.5%	12.0%
Court-Related Expenditures ($000s)	$74,840.21	$3,996,955.30
Per Capita $	$48.83	$185.18
% of Total	1.9%	3.6%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

Crime	Palm Beach County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	2,299.4	2,158.0
Admissions to prison FY 2024-25	1,103	27,171
Admissions to prison per 100,000 population FY 2024-25	70.9	116.2

Health Insurance Status

Percent Insured by Age Group	Palm Beach County	Florida
Under 65 years	84.5%	86.6%
Under 19 years	90.6%	92.7%
18 to 64 years	82.4%	84.5%

State and Local Taxation

2025	Palm Beach County	
	County-Wide	Not County-Wide*
County	4.5330	
School	6.3210	
Municipal		3.2827
Special Districts	1.4040	1.9511

*MSTU included in Not County-Wide "County" category

Education

Public Education Schools Traditional Setting (2025-26)	Palm Beach County School District	Florida
Total (state total includes special districts)	224	3,796
Elementary	110	1,847
Middle	36	561
Senior High	45	736
Combination	33	652

Educational attainment Persons aged 25 and older	Palm Beach County	Florida
% HS graduate or higher	89.2%	89.9%
% bachelor's degree or higher	40.5%	34.1%

State Infrastructure

Transportation	Palm Beach County	Florida
State Highway		
Centerline Miles	476.7	12,265.7
Lane Miles	2,315.1	46,013.4
Conservation Land (CL land acres only)		
State or Regionally Owned (includes partially-owned)	292,727	5,863,289
% of Total Conservation Land (including private)	60.3%	53.6%
% of Total Area Land	23.3%	17.1%
% of Florida State or Regionally Owned CL	5.0%	

Other County Profiles

Criminal Justice County Profiles

School District Profiles

Prepared in February 2026 by: Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
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Office of Economic & Demographic Research

QUALIFICATIONS - MICHAEL R. FORD, MAI, SRA

State-certified general appraiser # 31
Licensed Real Estate Broker BK27818

PROFESSIONAL DESIGNATIONS

Member, Appraisal Institute, MAI, Designation #6640, 1983
Senior Residential Appraiser, SRA, awarded by Appraisal Institute, 1983

COLLEGE

Bachelor of Science Degree from Florida State University with major course work in history, and psychology. Elective courses in accounting, economics, and statistics.

REAL AND APPRAISAL ESTATE EDUCATION

Real Estate Sales and Brokerage Courses prior to obtaining broker's license in 1974. Numerous appraisal courses required to obtain professional designations in 1983, and continuing education requirements for the State of Florida and the Appraisal Institute for brokerage and appraisal licenses since then.

EXPERIENCE

Florida State Department of Transportation:
Right of Way Agent Trainee, 1971
Staff Appraiser, 1971-1974
Fee Appraiser, Daytona Beach, Florida, 1974 to July, 1977.
Commercial Appraiser, First Federal Savings and Loan, Delray Bch., FL, 1977 to 1979
Fee Appraiser, Callaway and Price, Inc. from July, 1979 to June, 1983.
Fee Appraiser, M. R. Ford and Associates, Inc., since June, 1983.

COURT QUALIFICATION

Qualified as an expert witness in counties of Broward, Wakulla, Leon, Calhoun, Martin and Palm Beach. Served multiple years as Special Magistrate for Value Adjustment Board in Tax Appeal Hearings

PROFESSIONAL OFFICES SERVED

Society of Real Estate Appraisers Chapter #200 - Admissions Chairman, Professional Practice Committee Chairman, Program Chairman, Director, Secretary, Treasurer, Vice-President, President.

American Institute of Real Estate Appraisers Chapter #24 - Admissions Chairman, Director, Secretary, First Vice-President.

South Florida and Caribbean Chapter of the Appraisal Institute - President

TYPES OF PROPERTY APPRAISED

Appraisals made on the following types of property throughout the State of Florida for individuals, attorneys, insurance companies, banks, corporations, government agencies, major oil companies, and mortgage companies. ***Specialties are highlighted below****:*

Apartment Buildings
Automobile Dealerships
Banks
Boat Yards
Churches*,* ***Schools***
Commercial Buildings
Condemnation Projects
Condominium Projects
Convalescent Facilities
Convents
Duplexes
Easements
Fast Food Restaurants
Golf Courses
Hotels
Horse Farms
Industrial Buildings
Industrial Subdivisions
Insurance Appraisals
Landmark Properties
Marinas
Medical Buildings
Mixed Use Projects
Mobile Home Parks
Motels
Nursing Homes
Office Buildings
Packing Houses
Ranches
Recreation Leases
Recreational Vehicle Parks
Residences
Restaurants
Rights of Way
Service Stations
Self- Storage Warehouses
Shopping Centers
Special Purpose
Subdivisions
Store Buildings
Timeshare Resorts
Vacant Land
Warehouses

RESOLUTION NO. 2026-35

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

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

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

WHEREAS, the City has entered into an option contract for the purchase of a parcel located at 5280 10th Avenue N, Greenacres, FL 33463 (PCN: 18-42-44-23-01-054-0040) ("Property"); and

WHEREAS, all conditions set forth in the City's Code of Ordinances, section 2-222 of the City's Code of Ordinances for the acquisition of the Property have been satisfied including obtaining certified appraisal(s), which establishes that the purchase price is fair and reasonable; and

WHEREAS, the City Council has determined that approving the option contract for the acquisition of the Property is in the best interests of the City and servs a valid public purpose.

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

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

SECTION 2. City Council authorizes the purchase of the Property identified herein to address future needs of the City.

SECTION 3. The City Council further authorizes the appropriate City officials to execute all necessary closing documents related to the purchase of the Property.

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

RESOLVED AND ADOPTED this 20th day of July 2026

	Voted:
Chuck Shaw, *Mayor*	**John Tharp,** *Deputy Mayor, District I*
Attest:	
	Voted:
Quintella Moorer, *City Clerk*	**Peter Noble,** *Council Member, District II*
	Voted:
	Judith Dugo, *Council Member, District III*
	Voted:
	Susy Diaz, *Council Member, District IV*
	Voted:
	Elisa Leheny, *Council Member, District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, *City Attorney*

Item Summary

Meeting Date: July 20, 2026

From: Denise Malone, Director

Subject: **Ordinance 2026-01: First Reading:** Annexing two parcels of land totaling approximately 8.91 acres, located approximately 0.5 miles south of Melaleuca Lane, at 5163 and 5217 South Military Trail, as requested by Jeanne Ducharme of Cotleur & Hearing, agent for the owners Mizner Dell Lake Worth LLC, and Palm Beach Baptist Church Inc., in accordance with Chapter 171.0413 of the Florida Statutes; providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's official boundary map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Assistant Director of Development and Neighborhood Services.

Background

Jeanne Ducharme, of Cotleur & Hearing, Inc., agent for the owners, Mizner Dell Lake Worth LLC and Palm Beach Baptist Church Inc., has requested voluntary annexation into the City of Greenacres for two (2) parcels totaling approximately 8.91 acres. The properties are located at 5163 and 5217 S. Military Trail, on the west side of Military Trail approximately 0.5 miles south of Melaleuca Lane, and are currently located in unincorporated Palm Beach County within an existing enclave. Companion applications for a small-scale Future Land Use Map Amendment (CPA-25-04) and Rezoning (ZC-25-04) are being processed concurrently.

The Planning and Zoning Board recommended approval of ANX-25-03 by a vote of 6-0 at their meeting on June 11, 2026.

Analysis

The subject properties are contiguous to the City's municipal boundaries, reasonably compact, located within the City's future annexation area, and situated within an existing enclave area. The annexation will reduce the existing enclave and allow the City to apply its Comprehensive Plan, Future Land Use Map, Zoning Regulations, and development review procedures to the properties. The annexation request is consistent

with Chapter 171, Florida Statutes, and the City's Comprehensive Plan.

Financial Information

N/A

Legal

Ordinance 2026-01 was prepared in accordance with all applicable State statutes and City Code requirements.

Staff Recommendation

Approval of ANX-25-03 through the adoption of Ordinance 2026-01.

Attachments:

1. Ord. 2026-01 ANX-25-03-Symphony Court 7.16.2026 CLG-LL
2. Exhibit "A" - ANX-25-03 CPA-25-04 ZC-25-04 Staff Report Updated for CC

ORDINANCE NO. 2026-01

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, ANNEXING TWO PARCELS OF LAND TOTALING APPROXIMATELY 8.91 ACRES, LOCATED APPROXIMATELY 0.5 MILES SOUTH OF MELALEUCA LANE, AT 5163 AND 5217 SOUTH MILITARY TRAIL, AS REQUESTED BY JEANNE DUCHARME OF COTLEUR HEARING, AGENT FOR THE OWNERS MIZNER DELL LAKE WORTH LLC AND PALM BEACH BAPTIST CHURCH INC., IN ACCORDANCE WITH CHAPTER 171, , PART I, FLORIDA STATUTES; PROVIDING FOR REDEFINING THE BOUNDARY LINES OF THE CITY OF GREENACRES TO INCLUDE THE SUBJECT PROPERTY IN THE CITY'S OFFICIAL BOUNDARY MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Jeanne Ducharme of Cotleur Hearing, agent for the owners Mizner Dell Lake Worth LLC and Palm Beach Baptist Church Inc. ("Applicant"), has submitted an application for the voluntary annexation of two (2) parcels into the municipal limits of the City of Greenacres (ANX-25-03); and

WHEREAS, the two (2) parcels hereinafter described are reasonably compact and contiguous to the corporate limits of the City of Greenacres, thus making said petition for annexation appropriate at this time; and

WHEREAS, the City of Greenacres is authorized to annex said parcels in accordance with Sections 171.0413 and 171.044, Florida Statutes; and

WHEREAS, the City of Greenacres Planning and Zoning Board held a duly advertised public hearing on June 11, 2026, and recommended approval of the application (ANX-25-03) to annex the parcels into the City of Greenacres; and

WHEREAS, the City Council of the City of Greenacres finds that, in accordance with the Development and Neighborhood Services Department Staff Report and Recommendation dated June 5, 2026, as amended, attached hereto as Exhibit "A" and by this reference made a part hereof, the proposed annexation of the subject parcels is in the best interest of the citizens of

the City of Greenacres, serves a valid public purpose, and is in accordance with State and local law.

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

SECTION 1. The foregoing recitals are incorporated into this Ordinance as true and correct statements and deemed operative provisions of this Ordinance by reference.

SECTION 2. The City Council finds that the Applicant's written application for voluntary annexation (ANX-25-03) bears the signature of the owners of the two (2) parcels of real property herein described and said parcels are hereby annexed into the City of Greenacres, Florida.

SECTION 3. The boundary lines of the City of Greenacres, Florida, are hereby redefined to include the following described two (2) parcels of real property lying in Palm Beach County into the City's Boundary Map:

Legal Description

***PCN*: 00-42-44-36-08-008-0010**
Tract 8 of the Subdivision of the NW 1/4 of Section 36, Township 44 South, Range 42 East; LESS the East 50 feet for Military Trail right-of-way; LESS the South 352.6 feet and LESS the North 120 feet of the South 472.6 feet of the West 216 feet of the East 266 feet, Plat Book 3, Page 10, Public Records of Palm Beach County, Florida.

ALSO LESS and EXCEPT

A portion of the Northwest 1/4 of Section 36, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the center of said Section 36; thence North 01°47'03" East along the North-South quarter section line, a distance of 2052.57 feet; thence North 88°12'57" West as measured at right angles to said North-South one-quarter section line, a distance of 50.00 feet, to a point on the existing Westerly right-of-way of Military Trail, as recorded in Deed Book 57, Page 403, said point also being the Point of Beginning; thence South 01°47'03" West, along said existing Westerly right-of-way of Military Trail, a distance of 211.38 feet; thence North 87°18'29" West departing said right-of-way line, a distance of 17.00 feet; thence North 01°47'03" East, parallel with and 17.00 feet West of said existing Westerly right-of-way line of Military Trail, a distance of 211.45 feet; thence South 87°06'10" East, a distance of 17.00 feet, to the Point of Beginning.

***PCN*: 00-42-44-36-08-008-0020**

The South 352.6 feet of Tract 8, of the Subdivision of the NW 1/4 of Section 36, Township 44 South, Range 42 East, LESS the East 284.59 feet, Plat Book 3, Page 10, Public Records of Palm Beach County, Florida.

Commented [CG1]: Is this correct?

Less and except that portion conveyed to Palm Beach County by Eminent Domain as recorded in O.R. Book 6377, Page 841, more particularly described as follows:

A portion of the Northwest ¼ of Section 36, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the center of said Section 36, Thence North 1 degree 47'03" East along the North-South one-quarter section line, a distance of 1721.17 feet; thence North 88 degrees 12'57" West as measured at right angles to said North-South one-quarter section line, a distance of 50.00 feet to a Point on the existing Westerly right-of-way line of Military Trail, as recorded in Deed Book 57, Page 403, said point also being the Point of Beginning; thence South 1 degree 47'03" West, along said existing Westerly right-of-way line of Military Trail, a distance of 352.64 feet; thence North 87 degrees 18'29" West departing said right-of-way line, a distance of 17.00 feet; thence North 1 degree 47'03" East, parallel with and 17.00 feet West of said Westerly right-of-way line of Military Trail, a distance of 352.64 feet; thence South 87 degrees 18'29" East, a distance of 17.00 feet to the Point of beginning.

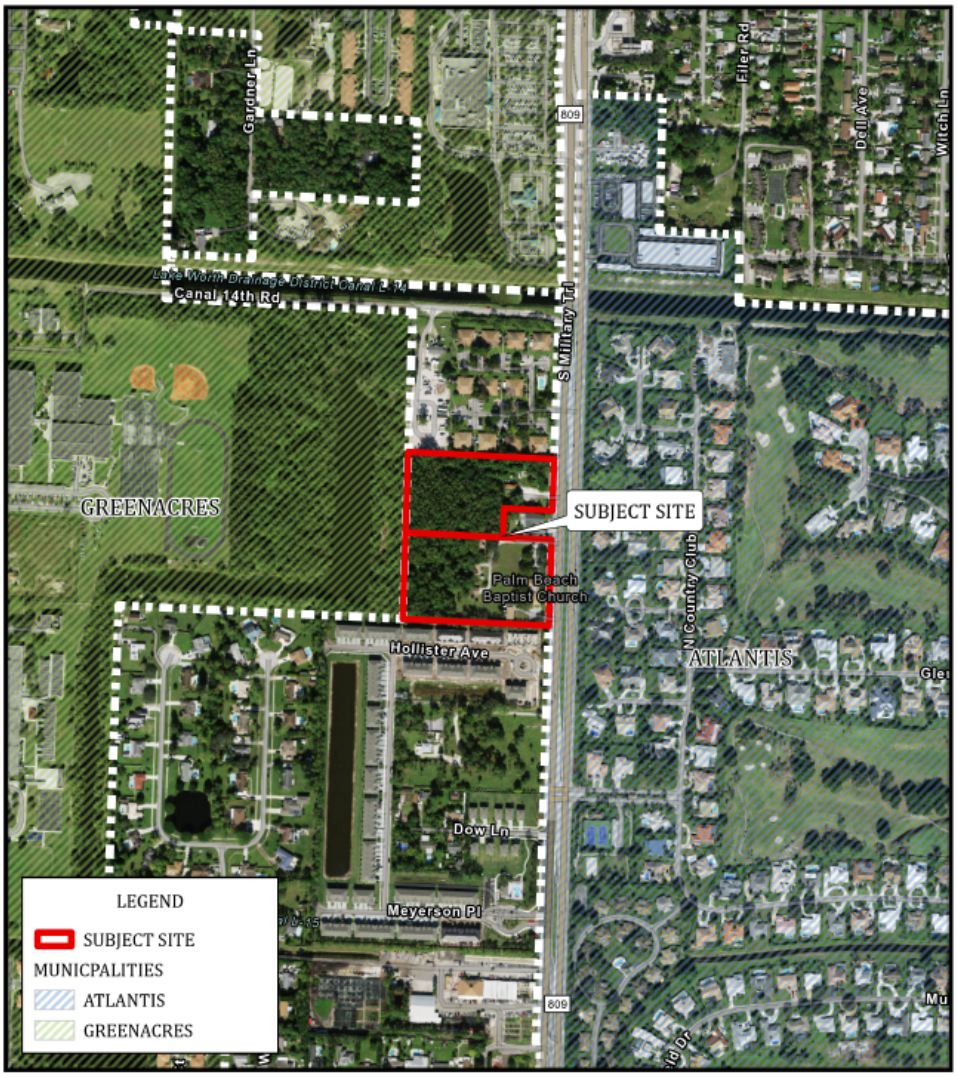
AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 8.91 ACRES MORE OR LESS (hereinafter the

"Property").

Location Map



Section 4. Upon adoption of this Ordinance, the Property shall immediately become subject to all of the franchises, privileges, immunities, debts, obligations, liabilities, ordinances and laws to which lands in the City of Greenacres are now or may be subjected to and persons residing thereon shall be deemed citizens of the City of Greenacres (if any). Further, the Applicant has provided written consent to the City's non-ad valorem assessment for solid waste collection services consistent with section 197.3632(4), Florida Statutes (to the extent applicable).

Section 5. The annexation of the Property, including adjacent roads, alleys, or the like, if any, shall not be deemed accepted by the City of any maintenance responsibility for such roads, alleys, or the like, unless otherwise specifically initiated by the City pursuant to current requirements and conditions.

SECTION 6. The City Manager is hereby directed to do all things necessary to effectuate this annexation.

SECTION 7. Repeal of Conflicting Ordinances.

All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8. 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 9. Effective Date.

The provisions of this Ordinance shall become effective upon adoption.

[The remainder of this page intentionally left blank.]

Passed on the first reading this 20th day of July, 2026.

PASSED AND ADOPTED on the second reading this _____ day of _____ , 2026.

Chuck Shaw, Mayor
Attest:

Voted:
John Tharp, Deputy Mayor

Quintella Moorer, City Clerk

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

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

Voted:
Susy Diaz, Council Member, District IV

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

I. Project Description:



Property is outlined in red. ↑ N

Project: Symphony Court
(Annexation, small-scale Future Land Use Map Amendment, and Rezoning)

Applicant: Jeanne Ducharme
Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Agent for the owners:
MIZNER DELL LAKE WORTH LLC and
PALM BEACH BAPTIST CHURCH INC.

Request: A request for Annexation into the City of Greenacres; a small-scale Future Land Use Map Amendment from Palm Beach County Medium Residential – 5 units per acre (MR-5) to City Residential High Density, 10 units per acre (RS-HD); and Rezoning the property from Palm Beach County Agricultural Residential (AR) to City Residential High Density (RH).

Location: 5163 & 5217 S Military Trail. West side of Military Trail, approximately 0.5 miles south of Melaleuca Lane.

Project Manager: Gionni Gallier, Assistant Director of DNS

II. Site Data:

Existing Use:	Single Family Residential + House of Worship
Proposed Use:	Multifamily Residential + House of Worship
Parcel Control Number:	00-42-44-36-08-008-0010; 00-42-44-36-08-008-0020.
Size:	8.91 total acres
Existing Future Land Use Designation:	Palm Beach County (PBC) Medium Residential - 5 (MR-5), 5 units per acre
Proposed Future Land Use Designation:	City of Greenacres Residential – High Density (RS-HD), 10 units per acre.
Existing Zoning District:	Palm Beach County (PBC) Agricultural Residential (AR)
Proposed Zoning District:	City of Greenacres Residential High Density (RH)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	**Existing Land Use**	**Future Land Use**	**Zoning District**
North	Single Family Residence and Multi-Family (Barclay Square) (Unincorporated PBC)	Palm Beach County Medium Residential - 5 (MR-5) and PBC High Residential – 8 (HR-8)	Palm Beach County Agricultural Residential (AR) and PBC Residential Medium (RM)
South	Townhouses (Heathwood Reserve) (Unincorporated PBC)	Palm Beach County Medium Residential - 5 (MR-5)	Palm Beach County - Planned Unit Development (PUD)
East	Single Family Residences (City of Atlantis)	City of Atlantis – R1A Single-Family Residential	City of Atlantis – R1A Single-Family Residential
West	Tradewinds Middle School (City of Greenacres)	Public Institution (PI)	Government Use (GU)

III. Annexation/Zoning History:

The annexation area consists of two (2) parcels currently in unincorporated Palm Beach County and are located within an existing enclave. In accordance with Chapter 171.031, Florida Statutes, an enclave is defined as an area that is enclosed within and bounded on all sides by the City or enclosed within and bounded by the City and a natural or manmade obstacle which allows vehicular traffic to them only by passing through the City. The properties are contiguous to the City of Greenacres and are located within an existing unincorporated enclave/pocket area. The applicant has submitted a voluntary annexation petition pursuant to Section 171.044, Florida Statutes, in order to bring the properties into the municipal boundaries of the City of Greenacres.

Following annexation, the subject property must be assigned an appropriate City Future Land Use designation and City zoning district. The applicant has requested a City Residential High Density (RS-HD) Future Land Use and a Residential High Density (RH) zoning district to allow residential development under the City's Comprehensive Plan and Zoning Regulations.

IV. Annexation (ANX-25-03):

The annexation request is a voluntary annexation request per Section 171.044, Florida Statutes. Staff has reviewed the application and finds that the annexation is consistent with the City's Annexation Element and the state statutes regarding annexation. The approximately 8.91-acre annexation area is contiguous to the City and located within an existing enclave/pocket area. The proposed annexation will reduce an existing enclave, which the Florida Legislature has determined can create significant problems in planning, growth management, and service delivery. The annexation will incorporate the properties into the City's municipal limits and allow the City to apply its Comprehensive Plan, Future Land Use Map, zoning regulations, and development review processes to the property.

The proposal was submitted to the County Administrator and to County Planning staff on December 19, 2025, via certified return receipt and via email. On March 9, 2026, Staff received a letter from Palm Beach County, stating they reviewed the proposed annexation (2026-18-002) and found no inconsistencies with Chapter 171, Florida Statutes. To date, staff has not received any objections to the request.

Annexation Findings:

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

In addition, the following six guidelines, as specified in Objective 4(a) of the Annexation Element within the Comprehensive Plan, must be addressed:

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

Findings: The annexation is consistent with the provisions in Chapter 171, F.S., specifically the subject properties are not irregular in shape, reasonably compact, and immediately contiguous to the City's municipal boundaries. The subject areas are located within an existing enclave and less than one hundred and ten (110) acres in size; thus, the proposed annexations will reduce the size of the existing enclave.

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

Findings*:* The subject properties have "a unity of interests with the City" and are "a logical extension" of the City of Greenacres' boundaries. The properties are identified as part of the Future Annexation Area in the City's Comprehensive Plan. The annexation of the parcels is a logical extension of the city limits and provides for the extension of the City's boundaries toward future annexation of the pocket area and will allow the City to reduce the existing enclave, consistent with the intent of both the City's Comprehensive Plan and Florida Statutes.

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

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

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

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

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

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

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

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

V. Future Land Use Map Amendment (CPA-25-04)

The current Palm Beach County Medium Residential – 5 units per acre (MR-5) Future Land Use designation allows a maximum theoretical density of approximately 45 dwelling units based on 8.91 gross acres. For comparison purposes, the density calculations in this analysis are based on the standard maximum density permitted under the applicable Future Land Use designations and do not include any potential density increases that may be available through Palm Beach County incentives such as Transfer of Development Rights (TDR) or Workforce Housing Program (WHP) provisions. The proposed amendment would replace the PBC Medium Residential (MR-5) designation with the City's Residential High Density (RS-HD) FLU designation, allowing for up to 10 units per acre which would allow a maximum of 89 dwelling units. The City's Comprehensive Plan recognizes the broad national trend in housing development of apartments, townhouses, and zero lot line units to continue in the City of Greenacres, considering rising costs and smaller lot sizes available.

Land Use Analysis:

Following annexation, the properties need to be assigned an appropriate City Future Land Use (FLU) and Zoning Designation. The proposed City of Greenacres RS-HD Future Land Use designation allows a maximum residential development density of 10 dwelling units per acre. The proposed (RS-HD) Future Land Use designation for the site is consistent with the existing development pattern in the area.

After a review of the proposed land use amendment, staff has determined that the application is consistent with the provisions of the City's Comprehensive Plan, Chapter 163, Florida Statutes (F.S.), and the City's Zoning Regulations Section 16-129, as follows:

A. Compatibility:

A review of the adjacent existing and anticipated land uses shows that the proposed land use is compatible with the adjacent properties. In all instances, any future development will be required to incorporate appropriate development standards including but not limited to setbacks, buffering, landscaping, and architectural/site design review per City standards to ensure compatibility.

North: To the north of the subject site are existing residential uses, including multi-family residential development. The proposed RS-HD designation is compatible with the residential character of the area to the north.

South: To the south of the subject site are existing townhouse residential uses. The proposed RS-HD designation is compatible with the existing attached residential development pattern to the south.

East: To the east of the subject site are single-family residential properties within the City of Atlantis, separated from the site by South Military Trail, a major arterial roadway which provides a physical separation. Compatibility can be further maintained through required setbacks, perimeter buffering, landscaping, lighting controls, and architectural/site design review. The proposed RS-HD designation is compatible with the residential character of the area to the east.

West: To the west of the subject site is Tradewinds Middle School, a public-institutional use. The proposed RS-HD designation will be compatible with the school use to the west.

Conclusions: After reviewing the adjacent existing residential developments, the analysis shows that the proposed City RS-HD FLU designation is compatible and consistent with the adjacent land uses.

B. Concurrency:

As previously stated, this small-scale Future Land Use Map Amendment will provide this site with a City Future Land Use designation based on up to ten (10) dwelling units per acre. The following level of service (LOS) table (Table 2) provides a detailed analysis of the projected impacts of the proposed development on various public facilities. The analysis covers Recreation, Potable Water, Sanitary Sewer, Solid Waste, Drainage, and Traffic demand.

The proposed development demonstrates an increase in overall demand for Traffic, Parks and Recreation, Potable Water, Sanitary Sewer, and Solid Waste. The site has been evaluated in relation to these applications and will be further evaluated for compliance with LOS standards by all relevant agencies as part of any future zoning approvals to ensure that public facilities necessary to meet the level of service standards established in the Comprehensive Plan are available concurrent with the impacts of development. All concurrency approvals will be required prior to the final approval of any Site and Development Plans.

Table 2: LEVEL OF SERVICE (LOS) ANALYSIS SUMMARY | CPA-25-04

Public Facility	Demand for Existing FLU Max Development Potential (PBC Residential Medium Density FLU)	Demand for Proposed FLU Max Development Potential (Greenacres Residential High Density FLU)	Change
Surface Water/ Drainage	Requirements are the same regardless of Future Land Use designation. Drainage and legal positive outfall shall be reviewed during Site and Development Plan/Engineering Permit review.		None.
Traffic	ITE LU 220: Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH) [6.74 Daily Trips/DU * 45]. Maximum **303 ADT**	ITE LU 220: Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH) [6.74 Daily Trips/DU * 89]. Maximum **600 ADT**	Increase of 297 Daily Trips
Parks and Recreation	LOS of 3 ac per 1,000 population. [(Population/1,000)*3] (45*3)/1000*3=**0.405 ac.**	LOS of 3 ac per 1,000 population. [(Population/1,000)*3] (89*3)/1000*3=**0.801 ac.**	0.396ac additional required to maintain current LOS
Potable Water	45 units x 3 persons/du= 135 persons x 126 gal/person/day = **17,010 gal/day**	89 units x 3 persons/du= 267 persons x 126 gal/person/day = **33,642 gal/day**	Increase 16,632 gallons per day
Sanitary Sewer	45 units x 3 persons/du= 135 persons x 85 gal/person/day = **11,475 gal/day**	89 units x 3 persons/du= 267 persons x 85 gal/person/day = **22,695 gal/day**	Increase 11,220 gallons per day
Solid Waste	45 units x 3 persons/du= 135 persons x 7.13 pounds/person/day = **962.55 lbs./day**	89 units x 3 persons/du= 267 persons x 7.13 pounds/person/day = **1,903.71 lbs./day**	Increase 941.16 pounds (lbs.) per day

***C.* Consistency with City's Comprehensive Plan:**

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

1. **Future Land Use Element**

   FLU Objective 1.8, FLU Policy 1.8.3(e)

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

   * * * (*a through d and f through p omitted for brevity*) * * *

   (e) High Density Residential - 10.0 residential units per gross acre;

   Objective 1.11, Policies 1.11.1, 1.11.2, & 1.11.3)

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

   Policy 1.11.1

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

   (a) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.

   (b) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.

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

   Policy 1.11.2

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

   Policy 1.11.3

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

2. **Housing Element**

   HE GOAL 1: Objective 1.1, Policy 1.1.4

   The City shall continue to support the private sector in the development of additional single family detached units to meet the existing need to balance with the multifamily inventory.

   HE GOAL 2: Objective 2.1, Policy 2.1.1

   Continue to utilize intensity and density standards as provided in the Future Land Use Element to preserve existing single-family uses, as well as a variety of mixed housing typologies.

The proposed request is consistent with the City's Comprehensive Plan. The development has access to a major corridor within the City where public facilities are available and land use compatibility can be achieved.

D.* Consistency with the Treasure Coast Regional Planning Council Strategic Regional Policy Plan (SRPP)*:

The proposed small-scale Future Land Use Map Amendment represents a means of increasing residential opportunities in the City through the process of infill development, rather than approving land uses which will encourage urban sprawl. This is consistent with the intent of Regional Goal 2.1, which discourages urban sprawl development patterns and Regional Goal 5.1, which states that redevelopment, revitalization and infill of existing neighborhoods and districts should be encouraged. The proposed Residential-High Density (RS-HD) Future Land Use designation is consistent with the intent of Regional Goal 8.1, which states that development should take place concurrent with the provision of necessary infrastructure and services. As a result, the proposed Future Land Use Map Amendment is consistent with the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.

E. Consistency with Chapter 163, Florida Statutes (F.S.):

The amendment is consistent with the provisions of Chapter 163, Florida Statutes, concerning the processing of a small-scale Future Land Use Map Amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

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

VI. Rezoning (ZC-25-04)*:*

The applicant has provided a concept plan as part of the rezoning to illustrate a potential development layout. The concept plan does not constitute Site and Development Plan approval, nor does it vest any specific site layout or other development detail. Any future development will require separate Site and Development Plan approval and shall be subject to all applicable City Comprehensive Plan and Zoning Code requirements.

The Applicant's analysis demonstrates that there will be no direct adverse impacts on the adopted Level of Service (LOS) standards for water, wastewater, solid waste, recreation, police and fire services, and traffic.

Water and Wastewater: The site is located within the Palm Beach County Water Utilities Department (PBCWUD) service area and currently receives potable water service through PBCWUD. PBCWUD will continue to provide potable water service and sewer services.

Solid Waste: The property will be serviced by the City's current waste contract, Waste Management.

Recreation: The City has established a level of service for parks and recreation facilities of three (3) acres per 1,000 residents. Future site development will be required to satisfy applicable park and recreation land dedication or fee-in-lieu requirements prior to development approval.

Drainage: The subject properties are located within the boundaries of the Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD) and Palm Beach County. The drainage will be provided for onsite, requires legal positive outfall, and requires permitting from any applicable entities.

Public Safety: No issues were raised through the City's Development Review Committee process. PBSO District #16 and Fire Department have indicated capacity is available to serve the proposed rezoning area to maintain the police and fire Levels of Service.

Section 16-153. Planning and Zoning Board Report: The Planning and Zoning Board shall submit a report to the City Council showing the Board has studied and considered the rezoning of property and change to the official zoning map in relation to the following, where applicable:

Findings:

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

Finding: The proposed rezoning from Palm Beach County Agricultural Residential (AR) to Residential High Density (RH) zoning district will be consistent with the properties' proposed Residential High Density (RS-HD) Future Land Use designation which is currently being processed.

(2) The existing land use pattern.

Finding: The proposed Residential High Density (RH) zoning district is consistent with the existing land use pattern in the area, which includes townhouse, multi-family, single-family, and public-institutional uses in the surrounding area.

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

Finding: The proposed rezoning would not create an isolated district unrelated to adjacent and nearby districts. The RH zoning district implements the proposed RS-HD Future Land Use designation and is compatible with the residential districts nearby. The changes are required in order to complete the annexation process.

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

Finding: The proposed rezoning is not expected to conflict with the population density pattern or overtax public facilities. The site has been evaluated in relation to these applications and will be further evaluated for compliance with LOS standards by all relevant agencies as part of any future zoning approvals to ensure that necessary public facilities are concurrently available to meet the level of service standards.

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

Finding: Following annexation, assignment of a City RH zoning district is necessary to establish logical City zoning boundaries consistent with the companion RS-HD Future Land Use designation.

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

Finding: Rezoning is necessary to place the property under a City zoning district consistent with the City Comprehensive Plan and the proposed Future Land Use designation.

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

Finding: The proposed change is not expected to create excessive traffic congestion or adversely affect public safety. The property is located along South Military Trail, a major arterial roadway, and future development shall be required to comply with applicable access management, traffic circulation, concurrency, and Site and Development Plan review requirements. Palm Beach County issued a TPS approval letter dated April 30, 2026.

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

Finding: The RH district is necessary to implement the requested City RS-HD Future Land Use designation and allow the property to be reviewed under City residential high-density standards. Any future development will need to incorporate appropriate development standards including but not limited to setbacks, buffering, landscaping, and architectural/site design review in accordance with City standards to ensure compatibility.

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

Finding: The property must be assigned a City zoning district upon annexation. The RH district is necessary to implement the requested City RS-HD Future Land Use designation and allow the property to be reviewed under City residential high-density standards.

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

Finding: The proposed change would not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the properties' proposed future land use, and the surrounding zoning designations.

VII. Staff Recommendation:

Approval of ANX-25-03, CPA-25-04, and ZC-25-04.

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY ACTION – June 11, 2026

(ANX-25-03)
The Planning and Zoning Board on a motion by Board Member Hayes and seconded by Board Member Fitzgerald, voting six (6) to zero (0) ***recommended approval*** of the Annexation ***(ANX-25-03)*** as presented by staff.

(CPA-25-04)
The Planning and Zoning Board on a motion made by Board Member Hayes and seconded by Board Member Robarts, by a vote of six (6) to zero (0) ***recommended approval*** of the Future Land Use Amendment ***(CPA-25-04)*** as presented by staff.

(ZC-25-04)
The Planning and Zoning Board on a motion made by Board Member Grant and seconded by Board Member Fitzgerald, by a vote of six (6) to zero (0) ***recommended approval*** of the Zoning Change ***(ZC-25-04)*** as presented by staff.

CITY COUNCIL ACTION First Reading – July 20, 2026

CITY COUNCIL ACTION Adoption Hearing –

Item Summary

Meeting Date: July 20, 2026

From: Denise Malone, Director

Subject: **Ordinance 2026-03: First Reading:** Amending the Future Land Use Map of the Future Land Use Element of the City's Comprehensive Plan, to change the Future Land Use designation of two parcels of land totaling approximately 8.91 acres, located at 5163 and 5217 South Military Trail from a Palm Beach County MR-5, Medium Residential, 5 units per acre to City of Greenacres Residential High Density (RS-HD), as requested by Jeanne Ducharme of Cotleur & Hearing, agent for the owners Mizner Dell Lake Worth LLC, and Palm Beach Baptist Church Inc.; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDOC); providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Gionni Gallier, Assistant Director of Development and Neighborhood Services.

Background

Jeanne Ducharme, Cotleur & Hearing, Inc., agent for the owners, Mizner Dell Lake Worth LLC and Palm Beach Baptist Church Inc., has requested a small-scale Future Land Use Map Amendment for two (2) parcels totaling approximately 8.91 acres. The properties are located at 5163 and 5217 S. Military Trail, on the west side of Military Trail approximately 0.5 miles south of Melaleuca Lane. The request is to change the Future Land Use Map designation from Palm Beach County Medium Residential - 5 units per acre (MR-5) to City of Greenacres Residential High Density (RS-HD), 10 units per acre. Companion applications for voluntary annexation (ANX-25-03) and rezoning (ZC-25-04) are being processed concurrently.

The Planning and Zoning Board recommended approval of CPA-25-04 by a vote of 6-0 at their meeting on June 11, 2026.

Analysis

This small-scale Future Land Use Map Amendment is needed to replace the existing Palm Beach County (PBC) MR-5, Medium Residential, 5 units per acre Future Land

Use Map designation following annexation with an appropriate City designation of Residential High Density (RS-HD) which permits a maximum residential density of ten (10) dwelling units per acre. As outlined in the staff report, staff has determined the amendment is compatible with the surrounding development pattern and is consistent with Chapter 163, Florida Statutes, the Treasure Coast Regional Planning Council Strategic Regional Policy Plan, and the City's Comprehensive Plan.

Financial Information

N/A

Legal

Ordinance 2026-03 was prepared in accordance with all applicable State Statutes and City Code requirements.

Staff Recommendation

Approval of CPA-25-04 through the adoption of Ordinance 2026-03.

Attachments:

1. Ord. 2026-03 CPA-25-04 Symphony Court 7.16.2026 CLG-LL
2. Exhibit "A" - ANX-25-03 CPA-25-04 ZC-25-04 Staff Report Updated for CC

ORDINANCE NO. 2026-03

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, TO CHANGE THE FUTURE LAND USE DESIGNATION OF TWO PARCELS OF LAND TOTALING APPROXIMATELY 8.91 ACRES, LOCATED AT 5163 AND 5217 SOUTH MILITARY TRAIL FROM A PALM BEACH COUNTY MR-5, MEDIUM RESIDENTIAL, 5 UNITS PER ACRE TO CITY OF GREENACRES RESIDENTIAL HIGH DENSITY (RS-HD), AS REQUESTED BY JEANNE DUCHARME OF COTLEUR HEARING, AGENT FOR THE OWNERS MIZNER DELL LAKE WORTH LLC AND PALM BEACH BAPTIST CHURCH INC.; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE (FDOC), INCLUSION IN THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale future land use map amendments consisting of fifty (50) acres or less; and

WHEREAS, Jeanne Ducharme, of Cotleur Hearing, agent for the owners Mizner Dell Lake Worth LLC and Palm Beach Baptist Church Inc. ("Applicant") submitted an application (CPA-25-04) to change the City's Future Land Use Map by changing the land use designation of two (2) parcels of land, annexed by companion Ordinance No. 2026-01, from a Palm Beach County Future Land Use designation of PBC MR-5, Medium Residential, 5 units per acre to a City of Greenacres Future Land Use designation of Residential High Density (RS-HD); and

WHEREAS, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on June 11, 2026, and has recommended approval of the application (CPA-25-04) to amend the Comprehensive Plan's Future Land Use Map; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing to receive comments on the application (CPA-25-04) concerning the proposed amendment to the City's Comprehensive Plan and has considered all comments received as required by state law and local ordinance; and

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

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

Section 1. The foregoing recitals are incorporated into this Ordinance as true and correct findings of the City Council of the City of Greenacres and deemed operative provisions of this Ordinance by reference.

Section 2. Future Land Use Map Designation

The Future Land Use Map in the City's Comprehensive Plan is hereby amended to change the Future Land Use Map designations of the subject two (2) parcels from a PBC MR-5, Medium Residential, 5 units per acre to a City Residential High Density (RS-HD), which two (2) parcels are legally described as follows:

Legal Description

***PCN*: 00-42-44-36-08-008-0010**
Tract 8 of the Subdivision of the NW 1/4 of Section 36, Township 44 South, Range 42 East; LESS the East 50 feet for Military Trail right-of-way; LESS the South 352.6 feet and LESS the North 120 feet of the South 472.6 feet of the West 216 feet of the East 266 feet, Plat Book 3, Page 10, Public Records of Palm Beach County, Florida.

ALSO LESS and EXCEPT

A portion of the Northwest 1/4 of Section 36, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the center of said Section 36; thence North 01°47'03" East along the North-South quarter section line, a distance of 2052.57 feet; thence North 88°12'57" West as measured at right angles to said North-South one-quarter section line, a distance of 50.00 feet, to a point on the existing Westerly right-of-way of Military Trail, as recorded in Deed Book 57, Page 403, said point also being the Point of Beginning; thence South 01°47'03" West, along said existing Westerly right-of-way of Military Trail, a distance of 211.38 feet; thence North 87°18'29" West departing said right-of-way line, a distance of 17.00 feet; thence North 01°47'03" East, parallel with and 17.00 feet West of said existing Westerly right-of-way line of Military Trail, a distance of 211.45 feet; thence South 87°06'10" East, a distance of 17.00 feet, to the Point of Beginning.

***PCN*: 00-42-44-36-08-008-0020**

The South 352.6 feet of Tract 8, of the Subdivision of the NW 1/4 of Section 36, Township 44 South, Range 42 East, LESS the East 284.59 feet, Plat Book 3, Page 10, Public Records of Palm Beach County, Florida.

Less and except that portion conveyed to Palm Beach County by Eminent Domain as recorded in O.R. Book 6377, Page 841, more particularly described as follows:

A portion of the Northwest ¼ of Section 36, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

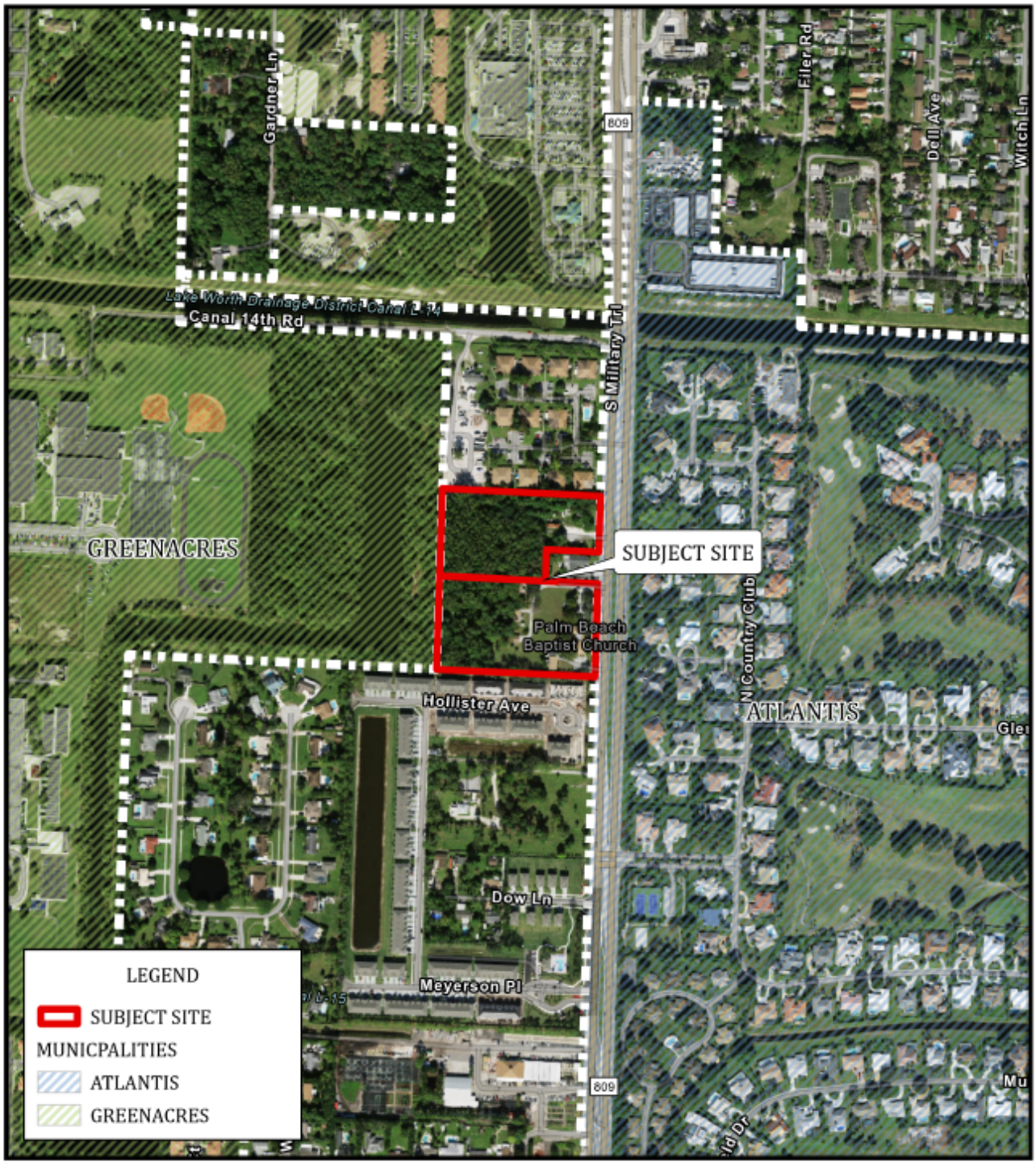
Commence at the center of said Section 36, Thence North 1 degree 47’03” East along the North-South one-quarter section line, a distance of 1721.17 feet; thence North 88 degrees 12’57” West as measured at right angles to said North-South one-quarter section line, a distance of 50.00 feet to a Point on the existing Westerly right-of-way line of Military Trail, as recorded in Deed Book 57, Page 403, said point also being the Point of Beginning; thence South 1 degree 47’03” West, along said existing Westerly right-of-way line of Military Trail, a distance of 352.64 feet; thence North 87 degrees 18’29” West departing said right-of-way line, a distance of 17.00 feet; thence North 1 degree 47’03” East, parallel with and 17.00 feet West of said Westerly right-of-way line of Military Trail, a distance of 352.64 feet; thence South 87 degrees 18’29” East, a distance of 17.00 feet to the Point of beginning.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 8.91 ACRES MORE OR LESS (hereinafter the “Property”).

Location Map



Section 3. Authorization to Make Changes.

The Development & Neighborhood Services Department is authorized to make the necessary Future Land Use Map change to the Comprehensive Plan to reflect the land use designation change for the Property as authorized by this Ordinance.

Section 4. Repeal of Conflicting Ordinances.

All ordinances or parts thereof or parts of the code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

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

Section 6. Transmittal to the FDOC.

The Development & Neighborhood Services Department shall send copies of this Ordinance to the Treasure Coast Regional Planning Council (TCRPC) and the Florida Department of Commerce (FDOC).

Section 7. Inclusion in the Comprehensive Plan.

The Comprehensive Plan of the City of Greenacres, Florida, shall be amended to include the amendment to the Future Land Use Map as stated herein.

Section 8. Effective Date.

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

Passed on the first reading this 20th day of July, 2026.

PASSED AND ADOPTED on the second reading this _____ day of _____ , 2026.

Chuck Shaw, Mayor
Attest:

Voted:
John Tharp, Deputy Mayor

Quintella Moorer, City Clerk

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

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

Voted:
Susy Diaz, Council Member, District IV

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

I. Project Description:



Property is outlined in red. ↑ N

Project: Symphony Court
(Annexation, small-scale Future Land Use Map Amendment, and Rezoning)

Applicant: Jeanne Ducharme
Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Agent for the owners:
MIZNER DELL LAKE WORTH LLC and
PALM BEACH BAPTIST CHURCH INC.

Request: A request for Annexation into the City of Greenacres; a small-scale Future Land Use Map Amendment from Palm Beach County Medium Residential – 5 units per acre (MR-5) to City Residential High Density, 10 units per acre (RS-HD); and Rezoning the property from Palm Beach County Agricultural Residential (AR) to City Residential High Density (RH).

Location: 5163 & 5217 S Military Trail. West side of Military Trail, approximately 0.5 miles south of Melaleuca Lane.

Project Manager: Gionni Gallier, Assistant Director of DNS

II. Site Data:

Existing Use:	Single Family Residential + House of Worship
Proposed Use:	Multifamily Residential + House of Worship
Parcel Control Number:	00-42-44-36-08-008-0010; 00-42-44-36-08-008-0020.
Size:	8.91 total acres
Existing Future Land Use Designation:	Palm Beach County (PBC) Medium Residential - 5 (MR-5), 5 units per acre
Proposed Future Land Use Designation:	City of Greenacres Residential – High Density (RS-HD), 10 units per acre.
Existing Zoning District:	Palm Beach County (PBC) Agricultural Residential (AR)
Proposed Zoning District:	City of Greenacres Residential High Density (RH)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	**Existing Land Use**	**Future Land Use**	**Zoning District**
North	Single Family Residence and Multi-Family (Barclay Square) (Unincorporated PBC)	Palm Beach County Medium Residential - 5 (MR-5) and PBC High Residential – 8 (HR-8)	Palm Beach County Agricultural Residential (AR) and PBC Residential Medium (RM)
South	Townhouses (Heathwood Reserve) (Unincorporated PBC)	Palm Beach County Medium Residential - 5 (MR-5)	Palm Beach County - Planned Unit Development (PUD)
East	Single Family Residences (City of Atlantis)	City of Atlantis – R1A Single-Family Residential	City of Atlantis – R1A Single-Family Residential
West	Tradewinds Middle School (City of Greenacres)	Public Institution (PI)	Government Use (GU)

III. Annexation/Zoning History:

The annexation area consists of two (2) parcels currently in unincorporated Palm Beach County and are located within an existing enclave. In accordance with Chapter 171.031, Florida Statutes, an enclave is defined as an area that is enclosed within and bounded on all sides by the City or enclosed within and bounded by the City and a natural or manmade obstacle which allows vehicular traffic to them only by passing through the City. The properties are contiguous to the City of Greenacres and are located within an existing unincorporated enclave/pocket area. The applicant has submitted a voluntary annexation petition pursuant to Section 171.044, Florida Statutes, in order to bring the properties into the municipal boundaries of the City of Greenacres.

Following annexation, the subject property must be assigned an appropriate City Future Land Use designation and City zoning district. The applicant has requested a City Residential High Density (RS-HD) Future Land Use and a Residential High Density (RH) zoning district to allow residential development under the City's Comprehensive Plan and Zoning Regulations.

IV. Annexation (ANX-25-03):

The annexation request is a voluntary annexation request per Section 171.044, Florida Statutes. Staff has reviewed the application and finds that the annexation is consistent with the City's Annexation Element and the state statutes regarding annexation. The approximately 8.91-acre annexation area is contiguous to the City and located within an existing enclave/pocket area. The proposed annexation will reduce an existing enclave, which the Florida Legislature has determined can create significant problems in planning, growth management, and service delivery. The annexation will incorporate the properties into the City's municipal limits and allow the City to apply its Comprehensive Plan, Future Land Use Map, zoning regulations, and development review processes to the property.

The proposal was submitted to the County Administrator and to County Planning staff on December 19, 2025, via certified return receipt and via email. On March 9, 2026, Staff received a letter from Palm Beach County, stating they reviewed the proposed annexation (2026-18-002) and found no inconsistencies with Chapter 171, Florida Statutes. To date, staff has not received any objections to the request.

Annexation Findings:

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

In addition, the following six guidelines, as specified in Objective 4(a) of the Annexation Element within the Comprehensive Plan, must be addressed:

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

Findings: The annexation is consistent with the provisions in Chapter 171, F.S., specifically the subject properties are not irregular in shape, reasonably compact, and immediately contiguous to the City's municipal boundaries. The subject areas are located within an existing enclave and less than one hundred and ten (110) acres in size; thus, the proposed annexations will reduce the size of the existing enclave.

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

Findings*:* The subject properties have "a unity of interests with the City" and are "a logical extension" of the City of Greenacres' boundaries. The properties are identified as part of the Future Annexation Area in the City's Comprehensive Plan. The annexation of the parcels is a logical extension of the city limits and provides for the extension of the City's boundaries toward future annexation of the pocket area and will allow the City to reduce the existing enclave, consistent with the intent of both the City's Comprehensive Plan and Florida Statutes.

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

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

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

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

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

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

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

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

V. Future Land Use Map Amendment (CPA-25-04)

The current Palm Beach County Medium Residential – 5 units per acre (MR-5) Future Land Use designation allows a maximum theoretical density of approximately 45 dwelling units based on 8.91 gross acres. For comparison purposes, the density calculations in this analysis are based on the standard maximum density permitted under the applicable Future Land Use designations and do not include any potential density increases that may be available through Palm Beach County incentives such as Transfer of Development Rights (TDR) or Workforce Housing Program (WHP) provisions. The proposed amendment would replace the PBC Medium Residential (MR-5) designation with the City's Residential High Density (RS-HD) FLU designation, allowing for up to 10 units per acre which would allow a maximum of 89 dwelling units. The City's Comprehensive Plan recognizes the broad national trend in housing development of apartments, townhouses, and zero lot line units to continue in the City of Greenacres, considering rising costs and smaller lot sizes available.

Land Use Analysis:

Following annexation, the properties need to be assigned an appropriate City Future Land Use (FLU) and Zoning Designation. The proposed City of Greenacres RS-HD Future Land Use designation allows a maximum residential development density of 10 dwelling units per acre. The proposed (RS-HD) Future Land Use designation for the site is consistent with the existing development pattern in the area.

After a review of the proposed land use amendment, staff has determined that the application is consistent with the provisions of the City's Comprehensive Plan, Chapter 163, Florida Statutes (F.S.), and the City's Zoning Regulations Section 16-129, as follows:

A. Compatibility:

A review of the adjacent existing and anticipated land uses shows that the proposed land use is compatible with the adjacent properties. In all instances, any future development will be required to incorporate appropriate development standards including but not limited to setbacks, buffering, landscaping, and architectural/site design review per City standards to ensure compatibility.

North: To the north of the subject site are existing residential uses, including multi-family residential development. The proposed RS-HD designation is compatible with the residential character of the area to the north.

South: To the south of the subject site are existing townhouse residential uses. The proposed RS-HD designation is compatible with the existing attached residential development pattern to the south.

East: To the east of the subject site are single-family residential properties within the City of Atlantis, separated from the site by South Military Trail, a major arterial roadway which provides a physical separation. Compatibility can be further maintained through required setbacks, perimeter buffering, landscaping, lighting controls, and architectural/site design review. The proposed RS-HD designation is compatible with the residential character of the area to the east.

West: To the west of the subject site is Tradewinds Middle School, a public-institutional use. The proposed RS-HD designation will be compatible with the school use to the west.

Conclusions: After reviewing the adjacent existing residential developments, the analysis shows that the proposed City RS-HD FLU designation is compatible and consistent with the adjacent land uses.

B. Concurrency:

As previously stated, this small-scale Future Land Use Map Amendment will provide this site with a City Future Land Use designation based on up to ten (10) dwelling units per acre. The following level of service (LOS) table (Table 2) provides a detailed analysis of the projected impacts of the proposed development on various public facilities. The analysis covers Recreation, Potable Water, Sanitary Sewer, Solid Waste, Drainage, and Traffic demand.

The proposed development demonstrates an increase in overall demand for Traffic, Parks and Recreation, Potable Water, Sanitary Sewer, and Solid Waste. The site has been evaluated in relation to these applications and will be further evaluated for compliance with LOS standards by all relevant agencies as part of any future zoning approvals to ensure that public facilities necessary to meet the level of service standards established in the Comprehensive Plan are available concurrent with the impacts of development. All concurrency approvals will be required prior to the final approval of any Site and Development Plans.

Table 2: LEVEL OF SERVICE (LOS) ANALYSIS SUMMARY | CPA-25-04

Public Facility	Demand for Existing FLU Max Development Potential (PBC Residential Medium Density FLU)	Demand for Proposed FLU Max Development Potential (Greenacres Residential High Density FLU)	Change
Surface Water/ Drainage	Requirements are the same regardless of Future Land Use designation. Drainage and legal positive outfall shall be reviewed during Site and Development Plan/Engineering Permit review.		None.
Traffic	ITE LU 220: Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH) [6.74 Daily Trips/DU * 45]. Maximum **303 ADT**	ITE LU 220: Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH) [6.74 Daily Trips/DU * 89]. Maximum **600 ADT**	Increase of 297 Daily Trips
Parks and Recreation	LOS of 3 ac per 1,000 population. [(Population/1,000)*3] (45*3)/1000*3=**0.405 ac.**	LOS of 3 ac per 1,000 population. [(Population/1,000)*3] (89*3)/1000*3=**0.801 ac.**	0.396ac additional required to maintain current LOS
Potable Water	45 units x 3 persons/du= 135 persons x 126 gal/person/day = **17,010 gal/day**	89 units x 3 persons/du= 267 persons x 126 gal/person/day = **33,642 gal/day**	Increase 16,632 gallons per day
Sanitary Sewer	45 units x 3 persons/du= 135 persons x 85 gal/person/day = **11,475 gal/day**	89 units x 3 persons/du= 267 persons x 85 gal/person/day = **22,695 gal/day**	Increase 11,220 gallons per day
Solid Waste	45 units x 3 persons/du= 135 persons x 7.13 pounds/person/day = **962.55 lbs./day**	89 units x 3 persons/du= 267 persons x 7.13 pounds/person/day = **1,903.71 lbs./day**	Increase 941.16 pounds (lbs.) per day

***C.* Consistency with City's Comprehensive Plan:**

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

1. **Future Land Use Element**

   FLU Objective 1.8, FLU Policy 1.8.3(e)

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

   * * * (*a through d and f through p omitted for brevity*) * * *

   (e) High Density Residential - 10.0 residential units per gross acre;

   Objective 1.11, Policies 1.11.1, 1.11.2, & 1.11.3)

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

   Policy 1.11.1

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

   (a) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.

   (b) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.

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

   Policy 1.11.2

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

   Policy 1.11.3

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

2. **Housing Element**

   HE GOAL 1: Objective 1.1, Policy 1.1.4

   The City shall continue to support the private sector in the development of additional single family detached units to meet the existing need to balance with the multifamily inventory.

   HE GOAL 2: Objective 2.1, Policy 2.1.1

   Continue to utilize intensity and density standards as provided in the Future Land Use Element to preserve existing single-family uses, as well as a variety of mixed housing typologies.

The proposed request is consistent with the City's Comprehensive Plan. The development has access to a major corridor within the City where public facilities are available and land use compatibility can be achieved.

D. **Consistency with the Treasure Coast Regional Planning Council Strategic Regional Policy Plan (SRPP)*:***

The proposed small-scale Future Land Use Map Amendment represents a means of increasing residential opportunities in the City through the process of infill development, rather than approving land uses which will encourage urban sprawl. This is consistent with the intent of Regional Goal 2.1, which discourages urban sprawl development patterns and Regional Goal 5.1, which states that redevelopment, revitalization and infill of existing neighborhoods and districts should be encouraged. The proposed Residential-High Density (RS-HD) Future Land Use designation is consistent with the intent of Regional Goal 8.1, which states that development should take place concurrent with the provision of necessary infrastructure and services. As a result, the proposed Future Land Use Map Amendment is consistent with the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.

E. Consistency with Chapter 163, Florida Statutes (F.S.):

The amendment is consistent with the provisions of Chapter 163, Florida Statutes, concerning the processing of a small-scale Future Land Use Map Amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

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

VI. Rezoning (ZC-25-04)*:*

The applicant has provided a concept plan as part of the rezoning to illustrate a potential development layout. The concept plan does not constitute Site and Development Plan approval, nor does it vest any specific site layout or other development detail. Any future development will require separate Site and Development Plan approval and shall be subject to all applicable City Comprehensive Plan and Zoning Code requirements.

The Applicant's analysis demonstrates that there will be no direct adverse impacts on the adopted Level of Service (LOS) standards for water, wastewater, solid waste, recreation, police and fire services, and traffic.

Water and Wastewater: The site is located within the Palm Beach County Water Utilities Department (PBCWUD) service area and currently receives potable water service through PBCWUD. PBCWUD will continue to provide potable water service and sewer services.

Solid Waste: The property will be serviced by the City's current waste contract, Waste Management.

Recreation: The City has established a level of service for parks and recreation facilities of three (3) acres per 1,000 residents. Future site development will be required to satisfy applicable park and recreation land dedication or fee-in-lieu requirements prior to development approval.

Drainage: The subject properties are located within the boundaries of the Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD) and Palm Beach County. The drainage will be provided for onsite, requires legal positive outfall, and requires permitting from any applicable entities.

Public Safety: No issues were raised through the City's Development Review Committee process. PBSO District #16 and Fire Department have indicated capacity is available to serve the proposed rezoning area to maintain the police and fire Levels of Service.

Section 16-153. Planning and Zoning Board Report: The Planning and Zoning Board shall submit a report to the City Council showing the Board has studied and considered the rezoning of property and change to the official zoning map in relation to the following, where applicable:

Findings:

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

Finding: The proposed rezoning from Palm Beach County Agricultural Residential (AR) to Residential High Density (RH) zoning district will be consistent with the properties' proposed Residential High Density (RS-HD) Future Land Use designation which is currently being processed.

(2) The existing land use pattern.

Finding: The proposed Residential High Density (RH) zoning district is consistent with the existing land use pattern in the area, which includes townhouse, multi-family, single-family, and public-institutional uses in the surrounding area.

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

Finding: The proposed rezoning would not create an isolated district unrelated to adjacent and nearby districts. The RH zoning district implements the proposed RS-HD Future Land Use designation and is compatible with the residential districts nearby. The changes are required in order to complete the annexation process.

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

Finding: The proposed rezoning is not expected to conflict with the population density pattern or overtax public facilities. The site has been evaluated in relation to these applications and will be further evaluated for compliance with LOS standards by all relevant agencies as part of any future zoning approvals to ensure that necessary public facilities are concurrently available to meet the level of service standards.

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

Finding: Following annexation, assignment of a City RH zoning district is necessary to establish logical City zoning boundaries consistent with the companion RS-HD Future Land Use designation.

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

Finding: Rezoning is necessary to place the property under a City zoning district consistent with the City Comprehensive Plan and the proposed Future Land Use designation.

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

Finding: The proposed change is not expected to create excessive traffic congestion or adversely affect public safety. The property is located along South Military Trail, a major arterial roadway, and future development shall be required to comply with applicable access management, traffic circulation, concurrency, and Site and Development Plan review requirements. Palm Beach County issued a TPS approval letter dated April 30, 2026.

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

Finding: The RH district is necessary to implement the requested City RS-HD Future Land Use designation and allow the property to be reviewed under City residential high-density standards. Any future development will need to incorporate appropriate development standards including but not limited to setbacks, buffering, landscaping, and architectural/site design review in accordance with City standards to ensure compatibility.

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

Finding: The property must be assigned a City zoning district upon annexation. The RH district is necessary to implement the requested City RS-HD Future Land Use designation and allow the property to be reviewed under City residential high-density standards.

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

Finding: The proposed change would not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the properties' proposed future land use, and the surrounding zoning designations.

VII. Staff Recommendation:

Approval of ANX-25-03, CPA-25-04, and ZC-25-04.

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY ACTION – June 11, 2026

(ANX-25-03)
The Planning and Zoning Board on a motion by Board Member Hayes and seconded by Board Member Fitzgerald, voting six (6) to zero (0) ***recommended approval*** of the Annexation ***(ANX-25-03)*** as presented by staff.

(CPA-25-04)
The Planning and Zoning Board on a motion made by Board Member Hayes and seconded by Board Member Robarts, by a vote of six (6) to zero (0) ***recommended approval*** of the Future Land Use Amendment ***(CPA-25-04)*** as presented by staff.

(ZC-25-04)
The Planning and Zoning Board on a motion made by Board Member Grant and seconded by Board Member Fitzgerald, by a vote of six (6) to zero (0) ***recommended approval*** of the Zoning Change ***(ZC-25-04)*** as presented by staff.

CITY COUNCIL ACTION First Reading – July 20, 2026

CITY COUNCIL ACTION Adoption Hearing –

Item Summary

Meeting Date: July 20, 2026

From: Denise Malone, Director

Subject: **Ordinance 2026-04: First Reading**: Rezoning for two parcels of land totaling approximately 8.91 acres, located at 5163 and 5217 South Military Trail, from a Palm Beach County Agricultural Residential (AR) zoning designation to a City of Greenacres Residential High (RH) zoning designation, as requested by Jeanne Ducharme of Cotleur & Hearing, agent for the owners Mizner Dell Lake Worth LLC, and Palm Beach Baptist Church Inc.; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Assistant Directo of Development and Neighborhood Services.

Background

Jeanne Ducharme, Cotleur & Hearing, Inc., agent for the owners, Mizner Dell Lake Worth LLC and Palm Beach Baptist Church Inc., has requested a rezoning for two (2) parcels totaling approximately 8.91 acres. The properties are located at 5163 and 5217 S. Military Trail, on the west side of Military Trail approximately 0.5 miles south of Melaleuca Lane. The request is to change the zoning designation from Palm Beach County Agricultural Residential (AR) to City of Greenacres Residential High Density (RH). Companion applications for voluntary annexation (ANX-25-03) and a small-scale Future Land Use Map Amendment (CPA-25-04) are being processed concurrently.

The Planning and Zoning Board recommended approval of ZC-25-04 by a vote of 6-0 at their meeting on June 11, 2026.

Analysis

The proposed Residential High Density (RH) zoning district implements the companion Residential High Density (RS-HD) Future Land Use Map designation and provides the appropriate City zoning classification following annexation. As outlined in the staff report, staff has determined the rezoning is consistent with the existing development pattern in the area and will not create an isolated zoning district. Any future development will require separate Site and Development Plan approval and compliance

with applicable City Code requirements including, but not limited to compatibility, buffering, landscaping, access, drainage, traffic, and concurrency requirements.

Financial Information

N/A

Legal

Ordinance 2026-04 was prepared in accordance with all applicable State Statutes and City Code requirements.

Staff Recommendation

Approval of ZC-25-04 through the adoption of Ordinance 2026-04.

Attachments:

1. Ord. 2026-04 ZC-25-04 Symphony Court 7.16.2026 LL
2. Exhibit "A" - ANX-25-03 CPA-25-04 ZC-25-04 Staff Report Updated PZB 6-11-26

ORDINANCE NO. 2026-04

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A REZONING FOR TWO PARCELS OF LAND TOTALING APPROXIMATELY 8.91 ACRES, LOCATED AT 5163 AND 5217 SOUTH MILITARY TRAIL, FROM A PALM BEACH COUNTY AGRICULTURAL RESIDENTIAL (AR) ZONING DESIGNATION TO CITY OF GREENACRES RESIDENTIAL HIGH (RH), AS REQUESTED BY JEANNE DUCHARME OF COTLEUR HEARING, AGENT FOR THE OWNERS MIZNER DELL LAKE WORTH LLC AND PALM BEACH BAPTIST CHURCH INC.; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jeanne Ducharme, of Cotleur Hearing, agent for the owners Mizner Dell Lake Worth LLC and Palm Beach Baptist Church INC., is herein known as the "Applicant" for the herein described property; and

WHEREAS, the Applicant is requesting a Rezoning of two (2) parcels of land totaling approximately 8.91 acres more or less, from a Palm Beach County Agricultural Residential (AR) zoning designation to a City of Greenacres Residential High Density (RH) zoning designation, and

WHEREAS, the Planning and Zoning Board has held a duly advertised public hearing on June 11, 2026 and reviewed the application for compliance with the staff findings relevant to the criteria for a Rezoning as detailed in the Development and Neighborhood Services Staff Report and Recommendation dated June 5, 2026, as amended, attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the City Council of the City of Greenacres further finds that, in accordance with the Development and Neighborhood Services Staff Report and Recommendation dated June 5, 2026, as amended, attached hereto as Exhibit "A" and by this reference made a part hereof, the

proposed Rezoning is consistent with the City's Comprehensive Plan, is in the best interest of the citizens of the City of Greenacres, and is in accordance with State and local law.

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

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

Section 2. Rezoning and Zoning Map Amendment.

The request by the Petitioner to rezone the two (2) parcels of land totaling approximately 8.91 acres more or less, from Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Residential High Density (RH), is hereby granted for the property located at 5163 and 5217 S. Military Trail, legally described as follows:

Legal Description

***PCN*: 00-42-44-36-08-008-0010**
Tract 8 of the Subdivision of the NW 1/4 of Section 36, Township 44 South, Range 42 East; LESS the East 50 feet for Military Trail right-of-way; LESS the South 352.6 feet and LESS the North 120 feet of the South 472.6 feet of the West 216 feet of the East 266 feet, Plat Book 3, Page 10, Public Records of Palm Beach County, Florida.

ALSO LESS and EXCEPT

A portion of the Northwest 1/4 of Section 36, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the center of said Section 36; thence North 01°47'03" East along the North-South quarter section line, a distance of 2052.57 feet; thence North 88°12'57" West as measured at right angles to said North-South one-quarter section line, a distance of 50.00 feet, to a point on the existing Westerly right-of-way of Military Trail, as recorded in Deed Book 57, Page 403, said point also being the Point of Beginning; thence South 01°47'03" West, along said existing Westerly right-of-way of Military Trail, a distance of 211.38 feet; thence North 87°18'29" West departing said right-of-way line, a distance of 17.00 feet; thence North 01°47'03" East, parallel with and 17.00 feet West of said existing Westerly right-of-way line of Military Trail, a distance of 211.45 feet; thence South 87°06'10" East, a distance of 17.00 feet, to the Point of Beginning.

***PCN*: 00-42-44-36-08-008-0020**

The South 352.6 feet of Tract 8, of the Subdivision of the NW 1/4 of Section 36, Township 44 South, Range 42 East, LESS the East 284.59 feet, Plat Book 3, Page 10, Public Records of Palm Beach County, Florida.

Less and except that portion conveyed to Palm Beach County by Eminent Domain as recorded in O.R. Book 6377, Page 841, more particularly described as follows:

A portion of the Northwest ¼ of Section 36, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the center of said Section 36, Thence North 1 degree 47'03" East along the North-South one-quarter section line, a distance of 1721.17 feet; thence North 88 degrees 12'57" West as measured at right angles to said North-South one-quarter section line, a distance of 50.00 feet to a Point on the existing Westerly right-of-way line of Military Trail, as recorded in Deed Book 57, Page 403, said point also being the Point of Beginning; thence South 1 degree 47'03" West, along said existing Westerly right-of-way line of Military Trail, a distance of 352.64 feet; thence North 87 degrees 18'29" West departing said right-of-way line, a distance of 17.00 feet; thence North 1 degree 47'03" East, parallel with and 17.00 feet West of said Westerly right-of-way line of Military Trail, a distance of 352.64 feet; thence South 87 degrees 18'29" East, a distance of 17.00 feet to the Point of beginning.

AND:

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 8.91 ACRES MORE OR LESS.

Section 3. Authorization to Make Changes.

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

Section 4. Repeal of Conflicting Ordinances.

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

Section 5. Severability

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

SECTION 6. Effective Date

The provisions of this Ordinance shall become effective consistent with the effective date of Ordinance No. 2026-03, which is the companion small scale Future Land Use Map Amendment ordinance.

[The Remainder of this Page Intentionally Left Blank.]

Passed on the first reading this 20th day of July, 2026.

PASSED AND ADOPTED on the second reading this _____ day of _____ , 2026.

Chuck Shaw, Mayor
Attest:

Voted:
John Tharp, Deputy Mayor

Quintella Moorer, City Clerk

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

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

Voted:
Susy Diaz, Council Member, District IV

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

I. Project Description:



Property is outlined in red. ↑ N

Project: Symphony Court
(Annexation, small-scale Future Land Use Map Amendment, and Rezoning)

Applicant: Jeanne Ducharme
Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Agent for the owners:
MIZNER DELL LAKE WORTH LLC and
PALM BEACH BAPTIST CHURCH INC.

Request: A request for Annexation into the City of Greenacres; a small-scale Future Land Use Map Amendment from Palm Beach County Medium Residential – 5 units per acre (MR-5) to City Residential High Density, 10 units per acre (RS-HD); and Rezoning the property from Palm Beach County Agricultural Residential (AR) to City Residential High Density (RH).

Location: 5163 & 5217 S Military Trail. West side of Military Trail, approximately 0.5 miles south of Melaleuca Lane.

Project Manager: Gionni Gallier, Assistant Director of DNS

II. Site Data:

Existing Use:	Single Family Residential + House of Worship
Proposed Use:	Multifamily Residential + House of Worship
Parcel Control Number:	00-42-44-36-08-008-0010; 00-42-44-36-08-008-0020.
Size:	8.91 total acres
Existing Future Land Use Designation:	Palm Beach County (PBC) Medium Residential - 5 (MR-5), 5 units per acre
Proposed Future Land Use Designation:	City of Greenacres Residential – High Density (RS-HD), 10 units per acre.
Existing Zoning District:	Palm Beach County (PBC) Agricultural Residential (AR)
Proposed Zoning District:	City of Greenacres Residential High Density (RH)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	**Existing Land Use**	**Future Land Use**	**Zoning District**
North	Single Family Residence and Multi-Family (Barclay Square) (Unincorporated PBC)	Palm Beach County Medium Residential - 5 (MR-5) and PBC High Residential – 8 (HR-8)	Palm Beach County Agricultural Residential (AR) and PBC Residential Medium (RM)
South	Townhouses (Heathwood Reserve) (Unincorporated PBC)	Palm Beach County Medium Residential - 5 (MR-5)	Palm Beach County - Planned Unit Development (PUD)
East	Single Family Residences (City of Atlantis)	City of Atlantis – R1A Single-Family Residential	City of Atlantis – R1A Single-Family Residential
West	Tradewinds Middle School (City of Greenacres)	Public Institution (PI)	Government Use (GU)

III. Annexation/Zoning History:

The annexation area consists of two (2) parcels currently in unincorporated Palm Beach County and are located within an existing enclave. In accordance with Chapter 171.031, Florida Statutes, an enclave is defined as an area that is enclosed within and bounded on all sides by the City or enclosed within and bounded by the City and a natural or manmade obstacle which allows vehicular traffic to them only by passing through the City. The properties are contiguous to the City of Greenacres and are located within an existing unincorporated enclave/pocket area. The applicant has submitted a voluntary annexation petition pursuant to Section 171.044, Florida Statutes, in order to bring the properties into the municipal boundaries of the City of Greenacres.

Following annexation, the subject property must be assigned an appropriate City Future Land Use designation and City zoning district. The applicant has requested a City Residential High Density (RS-HD) Future Land Use and a Residential High Density (RH) zoning district to allow residential development under the City's Comprehensive Plan and Zoning Regulations.

IV. Annexation (ANX-25-03):

The annexation request is a voluntary annexation request per Section 171.044, Florida Statutes. Staff has reviewed the application and finds that the annexation is consistent with the City's Annexation Element and the state statutes regarding annexation. The approximately 8.91-acre annexation area is contiguous to the City and located within an existing enclave/pocket area. The proposed annexation will reduce an existing enclave, which the Florida Legislature has determined can create significant problems in planning, growth management, and service delivery. The annexation will incorporate the properties into the City's municipal limits and allow the City to apply its Comprehensive Plan, Future Land Use Map, zoning regulations, and development review processes to the property.

The proposal was submitted to the County Administrator and to County Planning staff on December 19, 2025, via certified return receipt and via email. On March 9, 2026, Staff received a letter from Palm Beach County, stating they reviewed the proposed annexation (2026-18-002) and found no inconsistencies with Chapter 171, Florida Statutes. To date, staff has not received any objections to the request.

Annexation Findings:

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

In addition, the following six guidelines, as specified in Objective 4(a) of the Annexation Element within the Comprehensive Plan, must be addressed:

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

Findings: The annexation is consistent with the provisions in Chapter 171, F.S., specifically the subject properties are not irregular in shape, reasonably compact, and immediately contiguous to the City's municipal boundaries. The subject areas are located within an existing enclave and less than one hundred and ten (110) acres in size; thus, the proposed annexations will reduce the size of the existing enclave.

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

Findings*:* The subject properties have "a unity of interests with the City" and are "a logical extension" of the City of Greenacres' boundaries. The properties are identified as part of the Future Annexation Area in the City's Comprehensive Plan. The annexation of the parcels is a logical extension of the city limits and provides for the extension of the City's boundaries toward future annexation of the pocket area and will allow the City to reduce the existing enclave, consistent with the intent of both the City's Comprehensive Plan and Florida Statutes.

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

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

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

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

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

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

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

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

V. Future Land Use Map Amendment (CPA-25-04)

The current Palm Beach County Medium Residential – 5 units per acre (MR-5) Future Land Use designation allows a maximum theoretical density of approximately 45 dwelling units based on 8.91 gross acres. For comparison purposes, the density calculations in this analysis are based on the standard maximum density permitted under the applicable Future Land Use designations and do not include any potential density increases that may be available through Palm Beach County incentives such as Transfer of Development Rights (TDR) or Workforce Housing Program (WHP) provisions. The proposed amendment would replace the PBC Medium Residential (MR-5) designation with the City's Residential High Density (RS-HD) FLU designation, allowing for up to 10 units per acre which would allow a maximum of 89 dwelling units. The City's Comprehensive Plan recognizes the broad national trend in housing development of apartments, townhouses, and zero lot line units to continue in the City of Greenacres, considering rising costs and smaller lot sizes available.

Land Use Analysis:

Following annexation, the properties need to be assigned an appropriate City Future Land Use (FLU) and Zoning Designation. The proposed City of Greenacres RS-HD Future Land Use designation allows a maximum residential development density of 10 dwelling units per acre. The proposed (RS-HD) Future Land Use designation for the site is consistent with the existing development pattern in the area.

After a review of the proposed land use amendment, staff has determined that the application is consistent with the provisions of the City's Comprehensive Plan, Chapter 163, Florida Statutes (F.S.), and the City's Zoning Regulations Section 16-129, as follows:

A. Compatibility:

A review of the adjacent existing and anticipated land uses shows that the proposed land use is compatible with the adjacent properties. In all instances, any future development will be required to incorporate appropriate development standards including but not limited to setbacks, buffering, landscaping, and architectural/site design review per City standards to ensure compatibility.

North: To the north of the subject site are existing residential uses, including multi-family residential development. The proposed RS-HD designation is compatible with the residential character of the area to the north.

South: To the south of the subject site are existing townhouse residential uses. The proposed RS-HD designation is compatible with the existing attached residential development pattern to the south.

East: To the east of the subject site are single-family residential properties within the City of Atlantis, separated from the site by South Military Trail, a major arterial roadway which provides a physical separation. Compatibility can be further maintained through required setbacks, perimeter buffering, landscaping, lighting controls, and architectural/site design review. The proposed RS-HD designation is compatible with the residential character of the area to the east.

West: To the west of the subject site is Tradewinds Middle School, a public-institutional use. The proposed RS-HD designation will be compatible with the school use to the west.

Conclusions: After reviewing the adjacent existing residential developments, the analysis shows that the proposed City RS-HD FLU designation is compatible and consistent with the adjacent land uses.

B. Concurrency:

As previously stated, this small-scale Future Land Use Map Amendment will provide this site with a City Future Land Use designation based on up to ten (10) dwelling units per acre. The following level of service (LOS) table (Table 2) provides a detailed analysis of the projected impacts of the proposed development on various public facilities. The analysis covers Recreation, Potable Water, Sanitary Sewer, Solid Waste, Drainage, and Traffic demand.

The proposed development demonstrates an increase in overall demand for Traffic, Parks and Recreation, Potable Water, Sanitary Sewer, and Solid Waste. The site has been evaluated in relation to these applications and will be further evaluated for compliance with LOS standards by all relevant agencies as part of any future zoning approvals to ensure that public facilities necessary to meet the level of service standards established in the Comprehensive Plan are available concurrent with the impacts of development. All concurrency approvals will be required prior to the final approval of any Site and Development Plans.

Table 2: LEVEL OF SERVICE (LOS) ANALYSIS SUMMARY | CPA-25-04

Public Facility	Demand for Existing FLU Max Development Potential (PBC Residential Medium Density FLU)	Demand for Proposed FLU Max Development Potential (Greenacres Residential High Density FLU)	Change
Surface Water/ Drainage	Requirements are the same regardless of Future Land Use designation. Drainage and legal positive outfall shall be reviewed during Site and Development Plan/Engineering Permit review.		None.
Traffic	ITE LU 220: Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH) [6.74 Daily Trips/DU * 45]. Maximum **303 ADT**	ITE LU 220: Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH) [6.74 Daily Trips/DU * 89]. Maximum **600 ADT**	Increase of 297 Daily Trips
Parks and Recreation	LOS of 3 ac per 1,000 population. [(Population/1,000)*3] (45*3)/1000*3=**0.405 ac.**	LOS of 3 ac per 1,000 population. [(Population/1,000)*3] (89*3)/1000*3=**0.801 ac.**	0.396ac additional required to maintain current LOS
Potable Water	45 units x 3 persons/du= 135 persons x 126 gal/person/day = **17,010 gal/day**	89 units x 3 persons/du= 267 persons x 126 gal/person/day = **33,642 gal/day**	Increase 16,632 gallons per day
Sanitary Sewer	45 units x 3 persons/du= 135 persons x 85 gal/person/day = **11,475 gal/day**	89 units x 3 persons/du= 267 persons x 85 gal/person/day = **22,695 gal/day**	Increase 11,220 gallons per day
Solid Waste	45 units x 3 persons/du= 135 persons x 7.13 pounds/person/day = **962.55 lbs./day**	89 units x 3 persons/du= 267 persons x 7.13 pounds/person/day = **1,903.71 lbs./day**	Increase 941.16 pounds (lbs.) per day

***C.* Consistency with City's Comprehensive Plan:**

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

1. **Future Land Use Element**

   FLU Objective 1.8, FLU Policy 1.8.3(e)

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

   * * * (*a through d and f through p omitted for brevity*) * * *

   (e) High Density Residential - 10.0 residential units per gross acre;

   Objective 1.11, Policies 1.11.1, 1.11.2, & 1.11.3)

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

   Policy 1.11.1

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

   (a) Only uses permitted within the Plan's land use designation and the implementing zoning district shall be approved.

   (b) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.

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

   Policy 1.11.2

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

   Policy 1.11.3

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

2. **Housing Element**

   HE GOAL 1: Objective 1.1, Policy 1.1.4

   The City shall continue to support the private sector in the development of additional single family detached units to meet the existing need to balance with the multifamily inventory.

   HE GOAL 2: Objective 2.1, Policy 2.1.1

   Continue to utilize intensity and density standards as provided in the Future Land Use Element to preserve existing single-family uses, as well as a variety of mixed housing typologies.

The proposed request is consistent with the City's Comprehensive Plan. The development has access to a major corridor within the City where public facilities are available and land use compatibility can be achieved.

D.* Consistency with the Treasure Coast Regional Planning Council Strategic Regional Policy Plan (SRPP)*:

The proposed small-scale Future Land Use Map Amendment represents a means of increasing residential opportunities in the City through the process of infill development, rather than approving land uses which will encourage urban sprawl. This is consistent with the intent of Regional Goal 2.1, which discourages urban sprawl development patterns and Regional Goal 5.1, which states that redevelopment, revitalization and infill of existing neighborhoods and districts should be encouraged. The proposed Residential-High Density (RS-HD) Future Land Use designation is consistent with the intent of Regional Goal 8.1, which states that development should take place concurrent with the provision of necessary infrastructure and services. As a result, the proposed Future Land Use Map Amendment is consistent with the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan (SRPP) concerning appropriate development patterns.

E. Consistency with Chapter 163, Florida Statutes (F.S.):

The amendment is consistent with the provisions of Chapter 163, Florida Statutes, concerning the processing of a small-scale Future Land Use Map Amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

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

VI. Rezoning (ZC-25-04)*:*

The applicant has provided a concept plan as part of the rezoning to illustrate a potential development layout. The concept plan does not constitute Site and Development Plan approval, nor does it vest any specific site layout or other development detail. Any future development will require separate Site and Development Plan approval and shall be subject to all applicable City Comprehensive Plan and Zoning Code requirements.

The Applicant's analysis demonstrates that there will be no direct adverse impacts on the adopted Level of Service (LOS) standards for water, wastewater, solid waste, recreation, police and fire services, and traffic.

Water and Wastewater: The site is located within the Palm Beach County Water Utilities Department (PBCWUD) service area and currently receives potable water service through PBCWUD. PBCWUD will continue to provide potable water service and sewer services.

Solid Waste: The property will be serviced by the City's current waste contract, Waste Management.

Recreation: The City has established a level of service for parks and recreation facilities of three (3) acres per 1,000 residents. Future site development will be required to satisfy applicable park and recreation land dedication or fee-in-lieu requirements prior to development approval.

Drainage: The subject properties are located within the boundaries of the Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD) and Palm Beach County. The drainage will be provided for onsite, requires legal positive outfall, and requires permitting from any applicable entities.

Public Safety: No issues were raised through the City's Development Review Committee process. PBSO District #16 and Fire Department have indicated capacity is available to serve the proposed rezoning area to maintain the police and fire Levels of Service.

Section 16-153. Planning and Zoning Board Report: The Planning and Zoning Board shall submit a report to the City Council showing the Board has studied and considered the rezoning of property and change to the official zoning map in relation to the following, where applicable:

Findings:

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

Finding: The proposed rezoning from Palm Beach County Agricultural Residential (AR) to Residential High Density (RH) zoning district will be consistent with the properties' proposed Residential High Density (RS-HD) Future Land Use designation which is currently being processed.

(2) The existing land use pattern.

Finding: The proposed Residential High Density (RH) zoning district is consistent with the existing land use pattern in the area, which includes townhouse, multi-family, single-family, and public-institutional uses in the surrounding area.

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

Finding: The proposed rezoning would not create an isolated district unrelated to adjacent and nearby districts. The RH zoning district implements the proposed RS-HD Future Land Use designation and is compatible with the residential districts nearby. The changes are required in order to complete the annexation process.

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

Finding: The proposed rezoning is not expected to conflict with the population density pattern or overtax public facilities. The site has been evaluated in relation to these applications and will be further evaluated for compliance with LOS standards by all relevant agencies as part of any future zoning approvals to ensure that necessary public facilities are concurrently available to meet the level of service standards.

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

Finding: Following annexation, assignment of a City RH zoning district is necessary to establish logical City zoning boundaries consistent with the companion RS-HD Future Land Use designation.

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

Finding: Rezoning is necessary to place the property under a City zoning district consistent with the City Comprehensive Plan and the proposed Future Land Use designation.

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

Finding: The proposed change is not expected to create excessive traffic congestion or adversely affect public safety. The property is located along South Military Trail, a major arterial roadway, and future development shall be required to comply with applicable access management, traffic circulation, concurrency, and Site and Development Plan review requirements. Palm Beach County issued a TPS approval letter dated April 30, 2026.

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

Finding: The RH district is necessary to implement the requested City RS-HD Future Land Use designation and allow the property to be reviewed under City residential high-density standards. Any future development will need to incorporate appropriate development standards including but not limited to setbacks, buffering, landscaping, and architectural/site design review in accordance with City standards to ensure compatibility.

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

Finding: The property must be assigned a City zoning district upon annexation. The RH district is necessary to implement the requested City RS-HD Future Land Use designation and allow the property to be reviewed under City residential high-density standards.

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

Finding: The proposed change would not constitute a special privilege for the property owners because the change is consistent with existing land use patterns, the properties' proposed future land use, and the surrounding zoning designations.

VII. Staff Recommendation:

Approval of ANX-25-03, CPA-25-04, and ZC-25-04.

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY ACTION – June 11, 2026

(ANX-25-03)
The Planning and Zoning Board on a motion by Board Member Hayes and seconded by Board Member Fitzgerald, voting six (6) to zero (0) ***recommended approval*** of the Annexation ***(ANX-25-03)*** as presented by staff.

(CPA-25-04)
The Planning and Zoning Board on a motion made by Board Member Hayes and seconded by Board Member Robarts, by a vote of six (6) to zero (0) ***recommended approval*** of the Future Land Use Amendment ***(CPA-25-04)*** as presented by staff.

(ZC-25-04)
The Planning and Zoning Board on a motion made by Board Member Grant and seconded by Board Member Fitzgerald, by a vote of six (6) to zero (0) ***recommended approval*** of the Zoning Change ***(ZC-25-04)*** as presented by staff.

CITY COUNCIL ACTION First Reading – July 20, 2026

CITY COUNCIL ACTION Adoption Hearing –

Item Summary

Meeting Date: July 20, 2026

From: Denise Malone, Director

Subject: **PUBLIC HEARING: Ordinance 2026-05: First Reading:** A city-initiated Comprehensive Plan text amendment to the Future Land Use Element of the City of Greenacres Comprehensive Plan to support mixed-use, redevelopment, reinvestment, activity centers, and public benefits; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Department of Commerce; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Gionni Gallier, Assistant Director, and Linda Louie, Zoning Administrator of Development and Neighborhood Services.

Background

The proposed Comprehensive Plan Text Amendment to the Future Land Use Element (FLUE) provides updated policy direction for redevelopment and reinvestment in targeted mixed-use areas, corridors and Activity Centers, and establishes policy support for public benefits and the potential for density and intensity increases. The amendment is intended to support the companion Zoning Text Amendment, ZTA-26-01, which updates Chapter 16 standards for the Mixed Use Development-Original Section (MXD-OS) district, the Lake Worth Road Urban Corridor (UC) Overlay, building height, transitional height, public benefits and parking.

The Planning and Zoning Board recommended approval at their meeting on June 11, 2026.

Analysis

The proposed amendment directly aligns with and furthers the goals, objectives, and policies of the City's Comprehensive Plan, by encouraging compact redevelopment, efficient use of existing infrastructure, housing opportunities, walkability, economic development, and compatibility with adjacent residential neighborhoods. The amendment recognizes that certain areas of the City are priority (re)development areas that may be appropriate for public realm improvements, mixed-use redevelopment, or greater intensity where authorized by the Comprehensive Plan and implemented

through Chapter 16 Zoning Regulations.

Financial Information

N/A.

Legal

Ordinance 2026-05 was prepared in accordance with all applicable state statutes and City Code Requirements.

Staff Recommendation

Approval of CPA-26-02 through Ordinance 2026-05.

Attachments:

1. Ordinance No. 2026-05 (CPA-26-02 FLUE Text Amendment) 7.16.2026 CLG-LL
2. (Exhibit A: Ordinance 2026-05) CPA 26-02 - Urban Corridor & Redevelopment Initiatives
3. ZTA-26-01 & CPA-26-02 Staff Report
4. Business Impact Estimate - Ord. 2026-05 CPA-26-02 (Revised 07.16.2026)

ORDINANCE NO. 2026-05

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, ADOPTING A CITY-INITIATED COMPREHENSIVE PLAN TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE CITY OF GREENACRES COMPREHENSIVE PLAN TO SUPPORT MIXED-USE, REDEVELOPMENT, REINVESTMENT, ACTIVITY CENTERS, AND PUBLIC BENEFITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Greenacres City Council, as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its Comprehensive Plan (Plan); and

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

WHEREAS, the City desires to amend the Plan's Future Land Use Element to update the goals and objectives for redevelopment and reinvestment in targeted mixed-use areas, corridors, and activity centers, and establish policy support for public benefits and the potential for density and intensity increases (with said amendment hereafter called "CPA-26-02"); and

WHEREAS, the amendments set forth in CPA-26-02 are intended to broaden the ability of property owners and developers to redevelop and reinvest in the targeted mixed-use areas, corridors, and activity centers and encourage the provision of public benefits; and

WHEREAS, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on June 11, 2026, and has recommended approval of CPA-26-02; and

WHEREAS, the City Council of the City of Greenacres has conducted duly advertised public hearings to receive comments on CPA-26-02 and has considered all comments received concerning the proposed amendments to the Plan as required by state law and local ordinance;

and

WHEREAS, the City Council finds that the proposed CPA-26-02 does not propose any amendments to the Future Land Use Element that are more restrictive or burdensome; and

WHEREAS, the City Council finds that the proposed CPA-26-02 is consistent with goals and objectives of the City, aligns with the City's vision for redevelopment, is in the best interest of the citizens of the City of Greenacres, and serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated into this Ordinance by reference and deemed operative provisions of this Ordinance.

Section 2. The City of Greenacres Comprehensive Plan's Future Land Use Element is hereby amended as outlined in **Exhibit "A"**, which is attached hereto and incorporated herein by reference.

Section 3. Authorization to Make Changes.

That the Development and Neighborhood Services Department is further authorized to make the necessary changes to the Comprehensive Plan to reflect the above-stated changes.

Section 4. Repeal of Conflicting Ordinances.

All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be

construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 6. Transmittal to the DOC.

The Development and Neighborhood Services Department shall transmit copies CPA-26-02 and this Ordinance to the Department of Commerce (DOC).

Section 7. Inclusion in the Comprehensive Plan.

Upon adoption, the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the City of Greenacres, Florida; that the section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section", "Article" or another word.

Section 8. Effective Date.

In accordance with Section 163.3184(3) and (5), Florida Statutes, the provisions of this Ordinance shall become effective 31 days after the State Land Planning Agency has determined that the amendment package is complete and provided that no challenge petition has been properly filed with the State Division of Administrative Hearings within 30 days of adoption.

(Remainder of page left blank)

Passed on the first reading this 20th day of July, 2026.

PASSED AND ADOPTED on the second reading this_____day of_____, 2026.

Chuck Shaw, Mayor
Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Susy Diaz, Council Member, District IV

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

GOALS, OBJECTIVE AND POLICIES

FLU GOAL 1: It shall be the goal of the City of Greenacres to achieve a high- quality living environment by ensuring that the character and location of land use maximizes the potential for economic benefit and the enjoyment of natural and man-made resources by the citizenry while respecting the integrity of the natural environment by minimizing the threat to health, safety and welfare posed by incompatible land use and environmental degradation.

FLU Objective 1.1:

Development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet the level of service standards are available concurrent with the impacts of the development.

FLU Policies:

1.1.1: The City shall adopt the levels of service standards set forth in this plan in Objective 1.1, Policy 1.1.1 of the Utilities Element.

1.1.2: Higher intensities and densities of development shall be located within Activity Centers (as depicted on Map FLU.7 of the Comprehensive Plan Map Series) and along major corridors where public facilities are available and land use compatibility can be achieved.

1.1.3: The development of residential and commercial land shall be timed and staged in conjunction with the provision of supporting community facilities, such as streets, utilities, public safety service and recreational facilities.

1.1.4: Future development orders and permits shall be conditioned on the following two standards:

a) Existing facilities and services meet established levels of service and are concurrent with the impact of development; and,

b) Additional public facilities and services are provided to service proposed development when such facilities and services are necessary.

FLU Objective 1.2:

The City shall continue to plan for future redevelopment and revitalization activities in targeted areas.

FLU Policies:

1.2.1: The City will continue to provide strong code enforcement efforts in designated redevelopment areas by coordinated and consistent code enforcement.

1.2.2: The City shall adopt measures to promote redevelopment that include the potential expansion of a Transportation Concurrency Exception Area (TCEA) and/or a Master Plan for Lake Worth Road, including appropriate redevelopment densities and intensities and mix of uses.

1.2.3: The City shall promote transit-oriented development and mixed use redevelopment projects ~~along~~ within the Lake Worth Road Urban C~~c~~orridor.

1.2.4: In order to maximize compatibility and preserve commercial opportunity, economic vitality,

and the tax base, the City shall allow commercial and mixed-use in designated areas, such as the Lake Worth Road Urban Corridor and targeted activity centers as further described in the Land Development Regulations~~restrict future land uses in the Lake Worth Road corridor to commercial and mixed-use designations~~.

1.2.5: The City shall promote a walkable mix of neighborhood land uses by updating the land development code to include properly scaled non-residential land uses that serve residents with services and amenities.

1.2.6: The City shall continue to support the Palm Beach County Transportation System (Palm Tran) in implementing high-frequency transit service to promote transit-oriented mixed-use re-development.

FLU Objective 1.3:

Existing land uses which are incompatible or inconsistent with the Future Land Use Plan shall, to the extent possible, be eliminated by the year 2024.

FLU Policies:

1.3.1: The City shall work towards the reduction and eliminations of incompatible uses by strongly implementing the nonconforming sections of the City's Land Development Regulations.

1.3.2: The City shall use the Annexation Element as a guide to determine target areas for redevelopment and fund the removal and reconstruction/renewal of existing land uses categorized as blighted or nonconforming with the budget and grant allocations outlined in the newly adopted Economic Development Element.

1.3.3: Redevelopment projects should aim to restore outdated development patterns by providing a balance of uses that promote vibrant neighborhoods and economic development opportunities.

1.3.4: The City shall continue to ensure the compatibility of uses on lands in close proximity to large unique areas such as Okeeheelee Park or Pine Jog.

FLU Objective 1.4:

The City's land development and future land use regulations shall be revised to include stronger provisions for the protection of natural resources and historic properties.

FLU Policies:

1.4.1: The City of Greenacres through the ~~2022~~ Landscape Code will continue to implement water conservation methods as used in the xeriscape concept.

a) Through the City's adoption of the Palm Beach County Wellfield Protection Ordinance the City will continue to cooperate with the Palm Beach County Department of Environmental Protection in implementing the provisions of the ordinance.

b) All new development and redevelopment within the wellhead protection area must comply with the operational and material storage restrictions of the Palm Beach County Wellfield Protection Ordinance so as not to impact existing potable water wellheads.

1.4.2: The City shall assist property owners of historically significant housing in applying for and utilizing state and federal assistance programs if any such houses are designated in the

future.

a) The City shall conduct a study to determine the historic significance of structures in the original section of the City based on age, architectural and historical significance. The structures shall be classified as having major, minor or no significance.

b) The City's Land Development Regulations shall be amended to include regulations governing the exterior alterations or changes to structures of historical significance in order to protect and preserve those structures of historical significance.

c) The City of Greenacres shall work with the Greenacres Historical Society, Palm Beach County Historic Preservation Board, and the State of Florida to compile a citywide property listing every five (5) years.

1.4.3: The City shall protect existing and future vegetative and wildlife communities by utilizing the State of Florida and the Treasure Coast Regional Planning Council's (TCRPC) criteria.

1.4.4: All new developments and redevelopment shall submit a written assessment of the ecological and/or environmental impact of such development.

FLU Objective 1.5:

The City shall continue to enforce the provisions of the Development of Regional Impact provisions of F.S. Chapter 380.06 - as applicable to various developments.

FLU Policies:

1.5.1: The City of Greenacres shall continue to work with the TCRPC to ensure compliance with F.S. Chapter 380.06.

1.5.2: The City of Greenacres shall continue to work with Palm Beach County to ensure that the impacts created by development will not cause adverse effects on the health, safety and welfare of the area's residents.

FLU Objective 1.6:

All future development shall have adequate sewer and water hook-up capacity, and drainage, to serve the development at the City's adopted level of service.

FLU Policies:

1.6.1: No certificates of occupancy shall be issued to future developments unless the petitioner can demonstrate that he has provided the necessary water and sewer services.

1.6.2: Facilities and services must be available at the adopted level of service and must be available concurrent with the impacts of development, or development orders must be conditioned on the availability of facilities and services necessary to serve the proposed development and that facilities that provide utility service to the various land uses are authorized simultaneously with the land use approval.

FLU Objective 1.7:

The City of Greenacres shall use innovative land use techniques through the Land Development Regulations to promote flexibility of development within the City.

FLU Policies:

1.7.1: The City shall continue to utilize such development techniques as "Planned Unit Development", "Planned Commercial Development", and "Mixed-Use Development" with commercial and residential uses integrated in one project.

1.7.2: The City shall separate urban and rural land uses by designating appropriate land use densities and intensities in accordance with approved zoning districts based on compatibility with surrounding land uses.

1.7.3: New development and redevelopment shall be encouraged to implement innovative technology and sustainability techniques into site and building design.

1.7.4: The City may implement regulating plans for designated urban (re)development corridors and targeted areas to establish the development framework for mixed-use projects. This may include standards, including but not limited to, density, intensity, building height, building placement, open space, landscaping, streetscape design, public benefits, incentives, and compatibility with surrounding neighborhoods.

1.7.5: The City may include, through the Land Development Regulations, a development capacity management system to assign, reserve, track, distribute, transfer, or otherwise administer density, intensity, bonus capacity, or other development capacity within designated mixed-use districts, redevelopment corridors, or activity centers, as identified through the Land Development Regulations.

1.7.6: The City may establish a public benefit bonus program through its Land Development Regulations to allow additional density, intensity, or other development flexibility within designated mixed-use districts, overlay districts, activity centers, redevelopment corridors, or other areas identified by the City.

FLU Objective 1.8:

Future growth and development will be managed through the preparation, adoption, implementation and enforcement of Land Development Regulations.

FLU Policies:

1.8.1: All development will abide by the provisions of the City's Sign Code.

1.8.2: All developments shall use construction methods as outlined in various codes and ordinances that have been adopted or revised by the City and administered through the Department of Development and Neighborhood Services.

1.8.3: The following Future Land Use designations, and their associated densities and intensities shall be utilized to guide future growth and development in the City:

FUTURE LAND USE DESIGNATION	DENSITY (Dwelling Units/Gross Acre)	INTENSITY
Residential Low Density (RS-LD)	1 to 5	-
Residential Medium Density (RS-MD)	6 to 7	-
Residential High Density (RS-HD)	10	-
Commercial (CM)	*	0.30 to 0.35
Mixed Use (MU)	5 to 6	0.20 to 0.35
Public Institution (PI)	-	0.10 to 0.35

Recreation Open Space (RO)	-	0.10 to 0.35

*Residential Use may be permitted within designated priority commercial (re)development Activity Centers and major corridors as a component of a mixed-use or multiple-use development where public facilities are available and land use compatibility can be achieved. The maximum residential density and any incentive bonus units shall be as established by the LDRs.

~~Land Development Regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential densities and commercial intensities as indicated below.~~

~~a) Agricultural Residential - 1.0 residential unit per two and one-half (2½) gross acres;~~

~~b) Estate Residential - 1.0 residential unit per gross acre;~~

~~c) Low Density Residential - 3.0 to 5.0 residential units per gross acre;~~

~~d) Medium Density Residential - 6.0 to 7.0 residential units per gross acre;~~

~~e) High Density Residential - 10.0 residential units per gross acre;~~

~~f) Mobile Home Residential - 6.0 residential units per gross acre;~~

~~g) Mixed Use Development-Residential - 5.0 residential units per gross acre, or 0.20 FAR commercial;~~

~~h) Office Professional - 25% lot coverage, 0.35 FAR;~~

~~i) Commercial Neighborhood - 20% lot coverage, 0.30 FAR;~~

~~j) Commercial General - 30% lot coverage, 0.35 FAR;~~

~~k) Commercial Intensive - 30% lot coverage, 0.35 FAR;~~

~~l) Mixed Use Development–Office, 30% lot coverage, 0.35 FAR for Professional Office Use, and 6.0 residential units per gross acre for Residential Use.;~~

~~m) Mixed Use Development-Commercial - 5.0 residential units per gross acre, or 0.25 FAR commercial;~~

~~n) Mixed Use Development–Original Section – 20%-30% lot coverage, 0.30-0.35 FAR for Commercial and Office Uses, and 6 residential units per gross acre for Residential Use.;~~

~~o) Public/Institutional Land Use – 0.10-0.35 FAR~~

~~Land uses owned, leased or operated by government agencies, such as civic and community centers, libraries, police/fire stations and public schools. Each property so designated shall be evaluated during the site plan approval process for compatibility with adjacent land uses, service capacity availability, current and future traffic capacity, and safety, and the maximum intensity (FAR) established within the given range based on that site analysis and in accord with Zoning District Regulations.~~

~~p) Recreation and Open Space~~

~~i. MINI-PARKS/TOT LOTS~~
~~Typical development may include turf, trees, shrubs, irrigation, benches, trash receptacles, picnic tables, play apparatus, vehicular barriers, paved parking, or walk-ways, signage and lighting;~~

~~ii. NEIGHBORHOOD PARKS~~
~~Typical facilities developed in the neighborhood park may include play apparatus, recreation buildings, multipurpose courts, sports fields, picnic areas and free play areas; and~~

~~iii. COMMUNITY PARKS~~
~~Typical facilities at a community park may include ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sport fields and swimming pools. Adequate off-street parking may be needed to contain parking overflow.~~

1.8.1~~4~~4: The City, through its Land Development Regulations shall require new development and redevelopment of existing areas to incorporate vehicular parking that will provide stormwater management on premises.

1.8.2~~5~~5: The City shall continue to require water quality pretreatment design and construction methods on vehicular parking areas through the use of depressed swale areas and/or direct percolation. The City shall comply with the National Pollution Discharge Elimination System Program and other methods to minimize or eliminate water pollution.

1.8.3~~6~~6: The City shall require landscape islands within vehicular parking areas, perimeter landscape areas and landscape areas which separate each vehicular parking area.

1.8.4~~7~~7: The City shall continue to utilize the Institute of Transportation Engineer's Manual on safe and convenient on-site traffic flow.

1.8.5~~8~~8: The City shall continue to promote development that provides a mix of uses at appropriate densities and intensities, redevelopment projects, commercial revitalization projects, and projects supportive of an efficient transportation system.

1.8.6~~9~~9: The City shall assess and amend as needed the Mixed Development zoning districts to combine retail commercial space and high density residential for use at Primary Activity Centers and along the Lake Worth Road Corridor.

FLU Objective 1.9:

The City will undertake a series of programmed studies to implement the components of the Future Land Use Element.

FLU Policies:

1.9.1: The City shall investigate the creation of an overlay zone or other appropriate means that channels greater density into Activity Centers and appropriate roadway corridors.

1.9.2: The City will undertake a study that devises strategies for increasing the supply of diverse housing in the City.

1.9.3: The City will utilize its vacant land inventory to make recommendations on the future use of vacant site-specific land in the City.

1.9.4: The City will complete a land use ratio study that will determine the proper allocations of land use within the City.

1.9.5: Using housing data and market studies the City shall determine more effective ways to increase the number of affordable, attainable and workforce housing units that are part of any new standalone or "Mixed-Use Development".

FLU Objective 1.10:

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

FLU Policies:

1.10.1: Future land use decisions, in part, shall be based on topography limitations as contained in the Comprehensive Plan and the Land Development Regulations.

1.10.2: The City will continue to coordinate the maintenance of publicly and privately owned areas with rare and unique natural features.

1.10.3: A written analysis reporting on soil suitability shall be required for the evaluation of all new development activities which are undertaken in the City.

1.10.4: Should existing land areas or future land areas via annexation experience seasonal or periodic flooding, those areas shall be designated on the map series along with the development of a public informational pamphlet on building within flood areas as well as other resources available on the City's website.

1.10.5: In reviewing future land use amendments in the City's Future Annexation Area, the City will consideration of the goals, objectives and policies contained in this Element and an analysis of the proposal's compatibility with adjacent uses in order to determine the appropriate designation.

FLU Objective 1.11:

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

FLU Policies:

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

a) Only uses permitted within the plan's land use designation and the implementing zoning district shall be approved.

b) Only development within the designated density range and intensity regulations of the implementing zoning district will be approved.

c) Adequate facilities and services shall be available and concurrent to accommodate the proposed development.

d) Developments that adhere to the more accessible grid-like pattern as opposed to more antiquated patterns (Radial, strip, isolated, etc.).

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

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

1.11.4: The City will continue to utilize the nodal system in conjunction with FLU.7 of the Comprehensive Plan Map Series to designate Future Land Uses in Activity Centers and infill corridors.

1.11.5: Through periodic code updates and enforcement, the City shall encourage redevelopment of existing properties to increase the mix of uses and to restrict urban sprawl.

FLU Objective 1.12:

The City will ensure that future developers set aside and provide suitable land areas for the provision of those utility services and facilities necessary to support the proposed developments.

FLU Policies:

1.12.1: Through the City's site and development plan review process, developers will be required to accomplish the following: a) Set aside areas for the provision of urban services and facilities within the developed area as determined by the City and/or the appropriate service provider. b) Provide written documentation from the service provider that the adequate capacity for service provision is available to service the site.

1.12.2: The City shall encourage through reasonable standards that adequate and reliable electric infrastructure is available for development and redevelopment. Electric infrastructure should be constructed, to the maximum extent practicable, to achieve compatibility with adjacent and surrounding land uses. The City shall modify the Land Development Regulations to include criteria to ensure that there is a balance between the need for electricity and land use compatibility.

FLU Objective 1.13:

The City shall enhance public educational opportunities within the City by facilitating the siting and construction of future public schools.

FLU Policies:

1.13.1: Public schools shall be allowed in all Residential (RS-LD, RS-MD, and RS-HD) and Public Institutional (PI) future land use categories.

1.13.2: The City shall enter an interlocal agreement with the Palm Beach County School Board to provide for an expedited development review process for public schools.

1.13.3: The City shall continue to coordinate with the School Board of Palm Beach County concerning potential development applications which may adversely impact local school-age enrollment levels.

1.13.4: The City shall seek to co-locate public facilities, such as parks, libraries, and community centers, with public schools to the maximum extent possible.

FLU Objective 1.14:

The City shall promote economic development to aid in the diversification and growth of the economy.

FLU Policies:

1.14.1: The City shall increase tax revenue and stabilize the economy through the provision of job opportunities and engagement in increased capital investments as indicated in the newly adopted Economic Development Plan.

1.14.2: The City shall set forth a Vision and Strategic Action Plan to support economic development and investment as well as advancing the reputation and position of Greenacres in the regional marketplace to diversify and solidify an efficient economy.

FLU Objective 1.15:

The City will promote "Smart Growth" type initiatives providing for energy efficient development and land use patterns.

FLU Policies:

1.15.1: The City shall encourage sustainability by reducing the consumption of water and fossil fuel energy and using more eco-friendly alternatives to promote water and energy efficiency.

1.15.2: The City shall use more eco-friendly construction practices to create distinctive buildings and neighborhoods as well as common open space and recreational opportunities to achieve desirable and sustainable communities.

1.15.3: The City shall work locally and regionally to improve energy conservation, reduce greenhouse gas emissions and other pollutants that contribute to global warming as well as reduce the use of non-renewable natural resources by government operations and the community.

1.15.4: The City will encourage U.S. Green Building Council's LEED certification or similar program for all conditional use approvals and require a submission of LEED checklist with all site plan applications.

1.15.5: The City shall continue to review policies and promote programs which advance greenhouse gas reduction and energy conservation strategies; promote compact, transit-oriented, pedestrian-friendly development; further green construction practices and the design of climate sensitive and energy efficient buildings; encourage cluster development in order to retain or create native vegetative communities.

REVISION HISTORY

March 16, 1998	Ord. 97-09
July 19, 1999	Ord. 99-09
December 6, 1999	Ord. 99-16
May 6, 2002	Ord. 2001-21
January 6, 2003	Ord. 2002-19
September 15, 2008	Ord. 2008-03
January 23, 2017	Ord. 2016-27
March 18, 2024	Ord. 2023-13

DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

I. Project Description:

City-initiated Comprehensive Plan Text Amendment (CPA-26-02) and Zoning Text Amendment (ZTA-26-01) to support (re)development along key commercial corridors and mixed-use areas while providing clear transition standards when adjacent to residential neighborhoods. The proposed amendments address height, parking, public benefits, and compatibility standards needed to support (re)development in the MXD-OS district, the Lake Worth Road Urban Corridor Overlay, and other key target areas.

Project Manager: Gionni Gallier, Assistant Director of DNS

II. Background:

The City of Greenacres is substantially built out, and future growth will largely occur through redevelopment, infill development, adaptive reuse, and reinvestment in existing commercial and mixed-use corridors. The City's current development regulations were largely established around a low-scale suburban development pattern, including a general maximum height of thirty-five (35) feet. This has limited the feasibility of modern mixed-use development in areas where the City has identified mixed-use as an appropriate or desired development pattern. The Comprehensive Plan and City planning initiatives recognize the need to provide a range of housing opportunities, evaluate height and density incentives, encourage infill redevelopment, and support private investment in public realm improvements.

In 2016, the City began formal discussions regarding the potential for taller buildings in appropriate locations and identified that the existing 35-foot height cap could limit desirable development. Although no specific code language was adopted at that time, the discussion provided important direction and highlighted the need for context-sensitive standards and compatibility measures. The proposed amendments respond to that direction by allowing increased height subject to the Transitional Height Plane. The 2019 Vision and Strategic Action Plan supports prioritizing the Lake Worth Road Urban Corridor and key intersections as strategic (re)development areas. The Plan identifies directing density increases to strategic areas that can attract private investment and encourage the private sector to retrofit aging shopping centers and provide public realm improvements. The Plan recognizes existing height limitations may limit the City's ability to motivate desirable development and recommends contextually increasing height in target growth areas. The Vision Plan's recommendations for the Original Section, including a shared-use, walkable, lively streetscape and adaptive reuse opportunities, support the same general policy direction.

The Lake Worth Road Urban Corridor (UC), established as an Overlay District in 2010, is one of the City's primary commercial and transportation corridors. The existing UC Overlay was established along Lake Worth Road and extends approximately seven hundred fifty (750) feet north and south of Lake Worth Road, and applies to properties with a Commercial (CM) Future Land Use Map designation. The UC Overlay's purpose is to encourage redevelopment and provide

enhanced development standards along the Lake Worth Road corridor. The proposed amendments continue that intent by supporting the transition from standalone auto-oriented commercial toward a more walkable and economically viable mixed-use corridor over time.

The Mixed-Use Development-Original Section (MXD-OS) district applies along 10th Avenue North between Haverhill Road and the Lake Worth Drainage District E-3 Canal, and was originally intended to provide a mix of neighborhood-type commercial and residential uses serving the Original Section of the City. MXD-OS includes a primary Commercial Zone extending approximately two hundred (200) feet deep both north and south of 10th Avenue North and then a secondary Transitional Zone approximately one hundred (100) feet deep for maintaining compatibility. The purpose of this district remains appropriate; however, several existing standards limit feasible mixed-use redevelopment and are proposed to be modernized while preserving the district's Original Section context and neighborhood-serving purpose.

The proposed Comprehensive Plan Text Amendment (CPA-26-02/Ordinance 2026-05) establishes the policy framework for implementation through Chapter 16 of the City Code (Zoning Regulations) and the companion Zoning Text Amendment (ZTA-26-01/Ordinance 2026-06) implements the Comprehensive Plan Text Amendment.

III. Proposed Comprehensive Plan Text Amendment:

The proposed Comprehensive Plan Text Amendment amends the Future Land Use Element to provide policy direction for (re)development, targeted reinvestment, and the use of innovative planning tools to allow clear implementation of redevelopment initiatives through the Zoning Regulations. The amendment recognizes that certain areas of the City, such as the Lake Worth Road Urban Corridor and designated Activity Centers, are priority (re)development areas that may be appropriate for public realm improvements, mixed-use redevelopment, or greater intensity where authorized by the Comprehensive Plan and implemented through Chapter 16 Zoning Regulations.

IV. Overview of Proposed Zoning Code Amendments:

The companion Zoning Text Amendment implements the Comprehensive Plan amendment through revisions to Chapter 16 of the City Code. The proposed amendments modernize the MXD-OS district, the Lake Worth Road Urban Corridor Overlay, clarify height and transitional height standards, and update parking provisions needed to support mixed-use redevelopment while maintaining compatibility with adjacent residential neighborhoods.

- **MXD-OS District Amendments (Article III, Division 16)**
  - **Purpose (Section 16-573)**
    - Updates the purpose to further emphasize pedestrian-oriented, neighborhood-serving mixed-use development.
  - **Permitted Uses (Section 16-575)**
    - Clarifies that multifamily residential units must be physically integrated with a commercial use as a mixed-use structure and may not be developed as stand-alone residential building.
    - Updates minimum living area sizes to align with current development types and revises Note 12 for off-site parking cross-references.
  - **Dimensional, intensity, and form standards (Section 16-578)**

- Replaces the former incremental lot coverage, FAR, and setback framework with a simplified table of dimensional, intensity, and form standards. This consolidates the current Sections 16-578, 16-579, and 16-580 into one section addressing dimensional, intensity, and form standards.
- Simplifies the setback table and removes the former conflicts with the "Traditional Neighborhood Development (TND)" standard to improve clarity and eliminate confusion for the applicable setbacks in the district.
- The maximum building coverage is increased to seventy-five (75) percent to support feasible mixed-use building forms. The amendment maintains the current FAR framework and clarifies that, for mixed-use projects, the applicable FAR applies to nonresidential floor area.

- **Site and Building Design (Section 16-579)**
  - Combines the section for site and building design standards and carries forward the existing pedestrian pathway, side-street access, and rear-parking options as required standards.
  - Modernizes design standards by removing the pitched-roof requirement, continuing to require mechanical equipment screening, and limiting overhead doors along corridor frontages.
  - Updates the reference to draw from Florida Vernacular elements and further updates will be made to the existing design guidelines.
  - This section works in conjunction with Section 16-198 to address building placement, pedestrian orientation, landscaping, buffering, screening, loading, service areas, architectural treatment, parking design, and public realm improvements.
- **Height in MXD-OS (Section 16-581)**
  - Establishes a base height of three (3) stories, not to exceed thirty-five (35) feet.
  - Allows bonus height up to five (5) stories, not to exceed sixty-five (65) feet, where public benefits are provided and the City Council approves the Site and Development Plan. Qualifying public benefits will be identified in a public benefits schedule adopted by City Council resolution, which may be amended from time to time.
  - Establishes a minimum building height of twenty-four (24) feet, except for portions of buildings located within the Transitional Zone. This intends to provide a true main street feel and foster the purpose of the pedestrian-oriented, neighborhood-serving mixed-use district.
- **Landscaping (Section 16-582)**
  - Establishes a street-facing landscape area standard for areas between street-facing building façades and the abutting public right-of-way, excluding approved driveways, walkways, plazas, outdoor seating/dining areas, and other approved pedestrian-oriented hardscape areas. Sod or grass would not satisfy more than twenty-five (25) percent of the required planting standard.
- **Parking (Section 16-583)**
  - Maintains the current standard of one (1) space per two hundred fifty (250) square feet for commercial uses and continues to allow for shared parking.
  - Establishes reduced residential parking ratios for studio/one-bedroom dwelling units (1.5 spaces per unit).
  - Cross-references the on-street and off-site parking standards in Article VIII to allow for on-street and off-site parking.

- **Lake Worth Road Urban Corridor Overlay (Article III, Division 17)**
  - **Height in UC (Section 16-594)**
    - Establishes a base height of three (3) stories, not to exceed thirty-five (35) feet.
    - Allows bonus height up to five (5) stories, not to exceed sixty-five (65) feet, where public benefits are provided and the City Council approves the Site and Development Plan. Qualifying public benefits will be identified in a public benefits schedule adopted by City Council resolution, which may be amended from time to time.

- **Height and Transitional Height Amendments (Article IV, Division 2)**
  - **(Sections 16-628, 16-628.1)**
    - Clarifies that thirty-five (35) feet remains the City's general maximum height unless a zoning district, overlay, or other express Code provision establishes a different maximum height.
    - Establishes a forty-five-degree (45°) transitional height plane for buildings exceeding thirty-five (35) feet where applicable near residential properties. The purpose of transitional height is to reduce building mass, preserve light and air, and provide an objective compatibility standard.

- **Parking and Loading Amendments (Article VIII)**
  - **(Section 16-1334)**
    - Clarifies that on-street parking may count toward required parking only where expressly permitted by the Code and where the spaces meet City standards and any other applicable agency requirements.
  - **(Section 16-1335)**
    - Continues the modernization work started through prior City-initiated Zoning Text Amendments by consolidating and clarifying off-site parking standards to establish a citywide provision for off-site parking, including applicability, approval requirements, proximity standards, maintenance, and agreement requirements. Off-site parking is already allowed by the City Code as a Special Exception in certain zoning districts.

V. Staff Analysis of Amendments:

The proposed Comprehensive Plan Text Amendment and Zoning Text Amendment are proposed together to establish Phase 1 of the mixed-use and corridor modernization efforts. The Comprehensive Plan amendment provides the policy foundation for targeted redevelopment within the Lake Worth Road Urban Corridor, designated Activity Centers, and the Mixed-Use districts. The companion Zoning Text Amendment implements that policy direction through specific amendments to Chapter 16 of the City Code by allowing feasible mixed-use building forms within the MXD-OS zoning district, providing additional tools for addressing parking requirements, and creating objective compatibility standards.

The proposed transitional height plane provides an objective compatibility tool for taller buildings adjacent to residential areas. The forty-five-degree (45°) transitional height or daylight plane beginning at thirty-five (35) feet allows additional height where appropriate, while reducing building mass along residential edges and preserving light and air for neighboring properties. This technique is a recognized planning tool for managing the relationship between taller buildings and

adjacent lower-scale development. The transitional standard requires a scaled cross-section exhibit demonstrating compliance.

The proposed public benefit framework to allow the additional height above thirty-five (35) feet ensures that additional development potential is tied to measurable community value. Public benefits may include attainable housing, community-oriented public space, green infrastructure, tree canopy, streetscape, pedestrian, mobility, or other similar public improvements accepted by the City. Qualifying public benefits will be identified in a public benefits schedule adopted by City Council resolution, which may be amended from time to time.

The MXD-OS updates are intended to modernize the existing district while retaining the original purpose of providing neighborhood-serving mixed-use development along 10th Avenue North. The MXD-OS amendments modernize the building design standards while continuing to require architecture that reflects the Original Section's character and removes overly rigid design standards where they limit appropriate mixed-use building form.

The Lake Worth Road Urban Corridor updates are intended to support the broader redevelopment efforts along the corridor where additional height and intensity may be appropriate at designated activity centers, subject to public benefits, design standards including transitional height, and Comprehensive Plan consistency.

Overall, the proposed amendments address the City's evolving needs and supports private investment, corridor revitalization, attainable housing opportunities, walkability, public realm improvements, and economic development while preserving commercial function and protecting adjacent residential neighborhoods through objective standards.

VI. Comprehensive Plan Amendment Criteria:

Consistency with Chapter 163 of the Florida Statutes, the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan, and the City of Greenacres Comprehensive Plan:

The proposed Comprehensive Plan Text Amendment is consistent with Chapter 163, Florida Statutes, the City of Greenacres Comprehensive Plan, and applicable Treasure Coast Regional Planning Council's Strategic Regional Policy Plan, specifically the policies encouraging compact development, infill redevelopment, efficient use of existing infrastructure, mixed-use development, and compatibility with adjacent land uses.

VII. Zoning Text Amendment Criteria:

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

The proposed Zoning Text Amendment addresses key areas of the City's Zoning Code to ensure the regulations meet current community needs and modernize standards for the City's key corridors and target areas. The amendments establish clear standards for mixed-use redevelopment, corridor reinvestment, building height, public benefits, parking, and compatibility.

The proposed transitional height standards are necessary because increased height must be paired with objective compatibility tools. The forty-five-degree (45°) transitional height plane provides a measurable standard that allows taller buildings where appropriate while reducing building mass along residential edges and preserving light and air.

The amendments support the City's Economic Development Element and related programming by updating regulations to attract private investment, improve aesthetics and walkability, and provide a mechanism for public realm improvements within the City through redevelopment.

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

The proposed amendments directly align with and further the goals, objectives, and policies of the City's Comprehensive Plan and further the purposes of the City's Zoning Code regulations and other City Codes by providing implementing regulations for mixed-use redevelopment, corridor reinvestment, public benefits, parking, building height with transition standards, and compatibility. The amendments support public realm improvements, compact redevelopment, walkability, efficient use of existing infrastructure, housing opportunity, economic development, and compatibility between commercial or mixed-use corridors and adjacent residential neighborhoods.

VIII. Staff Recommendation:

Approval of CPA-26-02 through Ordinance 2026-05, and ZTA-26-01 through Ordinance 2026-06.

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY – June 11, 2026

The Planning and Zoning Board/Local Planning Agency on a motion made by Board Member Grant and seconded by Board Member Fitzgerald, by a vote of six (6) to zero (0) recommended approval of Comprehensive Plan Text Amendment (CPA-26-02) and Zoning Text Amendment (ZTA-26-01) as presented by staff.

CITY COUNCIL ACTION First Reading – July 20, 2026

CITY COUNCIL ACTION Adoption Hearing –

Attachments:

1. Ordinance 2026-05 - CPA-26-02
2. Business Impact Estimate | Ordinance 2026-05 / CPA-26-02
3. Ordinance 2026-06 - ZTA-26-01
4. Business Impact Estimate | Ordinance 2026-06 / ZTA-26-01

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2026-05

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, ADOPTING A CITY-INITIATED COMPREHENSIVE PLAN TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE CITY OF GREENACRES COMPREHENSIVE PLAN TO SUPPORT MIXED-USE, REDEVELOPMENT, REINVESTMENT, ACTIVITY CENTERS, AND PUBLIC BENEFITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

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 is a Comprehensive Plan Text Amendment to the Future Land Use Element to provide policy direction for targeted redevelopment, reinvestment, Activity Centers, corridors, and establishes policy support for public benefits and the potential for density and intensity increases that may be implemented through the Zoning Regulations. The public purpose is to support economic development and opportunities, efficient use of existing infrastructure, public realm improvements, and promoting the City's health, safety, and welfare.

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

New charges or fees are not directly proposed as part of this ordinance. Future development applications within affected areas would remain subject to the applicable development review procedures and fees.

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

The proposed ordinance does not have a direct impact to the businesses within the City.

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

The proposed text amendments to the Comprehensive Plan are not more restrictive or burdensome.

Item Summary

Meeting Date: July 20, 2026

From: Denise Malone, Director

Subject: **PUBLIC HEARING: Ordinance 2026-06: First Reading:** Amending Article I, "In General," Section 16-1, "Definitions"; amending Article III, "District Regulations," Division 16, "Mixed Use Development-Original Section (MXD-OS)," and Division 17, "Lake Worth Road Urban Corridor (UC) Overlay District"; amending Article 4, "Supplementary District Regulations," Division 2, Section 16-628, "Maximum Building Height," and creating Section 16-628.1, "Transitional Height"; amending Article 8, "Off-Street Parking and Loading," Sections 16-1334 and 16-1335; amending related code sections and cross-references; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Gionni Gallier, Assistant Director and Linda Louie, Zoning Administrator of Development and Neighborhood Services.

Background

The proposed Zoning Text Amendment addresses key areas of the City's Zoning Code to modernize standards for the Mixed Use Development-Original Section (MXD-OS) District and the Lake Worth Road Urban Corridor (UC) Overlay District, and updates building height, transitional height, public benefit provisions, parking standards, and other standards to support feasible (re)development while maintaining compatibility with adjacent residential neighborhoods.

The Planning and Zoning Board recommended approval at their meeting on June 11, 2026.

Analysis

The proposed amendment directly aligns with and furthers the goals, objectives, and policies of the City's Comprehensive Plan, the purposes of the City's Zoning Code, and other City Codes. The amendment provides clear and updated standards for the MXD-OS District, the Lake Worth Road Urban Corridor Overlay, building height, transitional

height, public benefits, and parking, including on-street and off-site parking standards to provide for a community serving and pedestrian-scaled environment.

The amendment allows for a bonus height from thirty-five (35) feet up to sixty-five (65) feet or from three (3) stories up to five (5) stories if the project meets the eligibility criteria and receives City Council approval of the Site and Development Plans. The amendment also creates a transitional height plane for buildings that exceed thirty-five (35) feet adjacent to a zoning district that allows residential development. The purpose of the transitional height is to protect the adjacent residential by reducing shadowing impacts, preserving light and air, and providing objective compatibility standard.

Financial Information

N/A.

Legal

Ordinance 2026-06 was prepared in accordance with all applicable state statutes and City Code requirements.

Staff Recommendation

Approval of ZTA-26-01 through Ordinance 2026-06.

Attachments:

1. Ord. 2026-06 Chapter 16 MXD-OS and UC CLG-LL 7.16.2026
2. ZTA-26-01 & CPA-26-02 Staff Report
3. Business Impact Estimate - Ord. 2026-06 ZTA-26-01 (Revised 07.16.2026)

ORDINANCE NO. 2026-06

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA AMENDING THE CODE OF ORDINANCES AT CHAPTER 16 "ZONING REGULATIONS"; AMENDING ARTICLE I, "IN GENERAL," SECTION 16-1, "DEFINITIONS"; AMENDING ARTICLE III, "DISTRICT REGULATIONS," DIVISION 16, "MIXED USE DEVELOPMENT-ORIGINAL SECTION (MXD-OS)," AND DIVISION 17, "LAKE WORTH ROAD URBAN CORRIDOR (UC) OVERLAY DISTRICT"; AMENDING ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, SECTION 16-628, "MAXIMUM BUILDING HEIGHT," AND CREATING SECTION 16-628.1, "TRANSITIONAL HEIGHT"; AMENDING ARTICLE VIII, "OFF-STREET PARKING AND LOADING," SECTIONS 16-1334 AND 16-1335; AMENDING RELATED CODE SECTIONS AND CROSS-REFERENCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds it periodically necessary to amend the Chapter 16 of the City's Code of Ordinances, 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 Development & Neighborhood Services Department recommends various text amendments to the Zoning Code as more particularly described in this Ordinance to include amending Article I, Section 16-1, Definitions; Article III, Division 16, Mixed Use Development-Original Section (MXD-OS); Article III, Division 17, Lake Worth Road Urban Corridor (UC) Overlay District; Article IV, Division 2, Section 16-628; Article VIII, Off-Street Parking and Loading, Sections 16-1334 and 16-1335; and,

creating Section 16-628.1; and

WHEREAS, as set forth in the Development & Neighborhood Services Staff Report and Recommendation, "Exhibit A" (attached hereto and incorporated herein by reference), that the proposed text amendments to the City's Zoning Code are consistent with the City's Comprehensive Plan (as set forth in Ordinance No. 2026-05) and appropriate; and

WHEREAS, the City's Development Review Committee reviewed the proposed text amendments to the Zoning Code and provided its recommendation to the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board, after notice and public hearing, has considered the proposed text amendments to the Zoning Code and submitted its recommendation of approval to the City Council; and

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

WHEREAS, the City Council finds that the proposed text amendment to the Zoning Code as set forth in this Ordinance are consistent with the City of Greenacres Comprehensive Plan; and

WHEREAS, the City Council finds that the proposed text amendments to the Zoning Code do not propose any amendments that are more restrictive or burdensome; and

WHEREAS, the City Council finds amending the Zoning Code to incorporate the recommended text amendments to be in the best interest of the health, safety, and

welfare of the residents and citizens of the City of Greenacres and the public at large and as serving a valid public purpose.

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

Section 1. The foregoing recitals are true and correct findings of the City of Greenacres City Council and incorporated as operative provisions of this Ordinance by reference.

Section 2. The Code of Ordinances Chapter 16, Article I, Section 16-1, Definitions, is hereby amended as follows:

Sec. 16-1. - Definitions.

Mezzanine shall mean a partial story that may occur only between the first and second story of a building. When the mezzanine area is greater than 50 percent of the floor area in which it is located, the mezzanine shall count as a full story when calculating building height. Mezzanine shall otherwise meet the definition and requirements for a mezzanine under the Florida Building Code.

Section 3. The Code of Ordinances Chapter 16, Article III, Division 16, Mixed Use Development-Original Section (MXD-OS) is hereby amended as follows:

Sec. 16-573. Purpose and intent.

The mixed use development-original section (MXD-OS) district is intended to provide for a community serving pedestrian-scaled site design with a mix of commercial and residential uses ~~to be located~~ along 10th Avenue North, between Haverhill Road and the Lake Worth Drainage District E-3 Canal, that will serve the residents of the original section of the city, as well as provide for specific commercial uses with minimal adverse impacts ~~to serve a greater area~~. The district is not intended for use by major or large scale commercial or service concerns. Professional and business offices and service establishments and uses that specifically address the needs of surrounding residents are encouraged. Orientation to, and compatibility with, the neighborhoods to be served are critical.

The district shall be designed and regulated to eliminate potential land use conflicts that may impact surrounding residential areas.

Sec. 16-574. Applicability.

The ~~mixed use development-original section (~~MXD-OS~~)~~ district shall be applicable for a distance of approximately three hundred (300) feet north and south of 10th Avenue North, between Haverhill Road and the Lake Worth Drainage District (LWDD) E-3 Canal.

More specifically, this district is further subdivided into the primary commercial zone, and the secondary transitional zone. The commercial zone shall be located up to approximately two hundred (200) feet both north and south from 10th Avenue North. The transitional zone shall be located between two hundred (200) and three hundred (300) feet both north and south from 10th Avenue North. (See Figure 16-574).

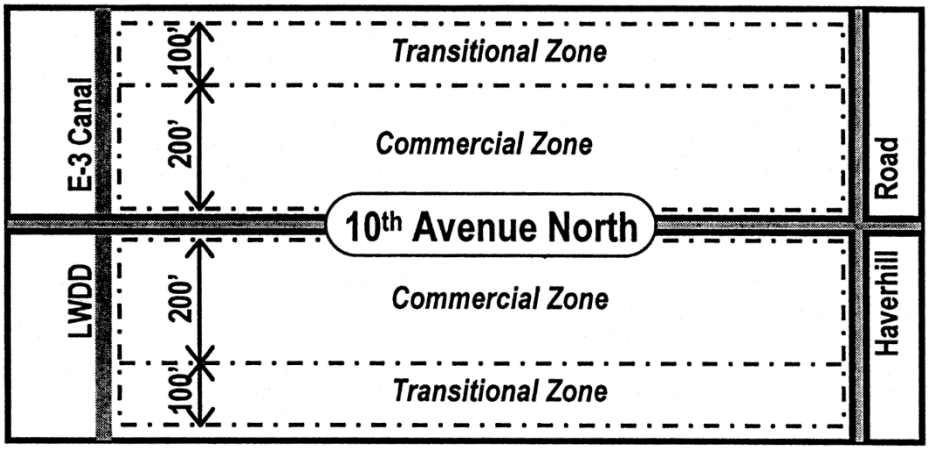


Figure 16-574

~~Projects in the commercial zone may utilize standard development techniques, or use traditional neighborhood development (TND) standards as described in section 16-581.~~

Sec. 16-575. Permitted principal uses.

The permitted uses, and special exception uses subject to the provisions of section 16-171 et seq., for the commercial and transitional zones within the ~~mixed use development-original section (~~MXD-OS~~)~~ zoning district shall be as follows (see section 16-58~~4~~8 regarding nonconforming uses):

Table 16-575: Permitted Principal Uses			
Uses:	Commercial Zone:	Transitional Zone:	Notes:
Bakeries and confectioneries, retail	Permitted	Not Allowed	
Banks and financial institutions	Permitted	Not Allowed	5
Business offices and services	Permitted	Permitted	
Child care center/preschool facilities	Special Exception	Not Allowed	8
Convenience stores	Special Exception	Not Allowed	11
Copy centers	Permitted	Permitted	9
Department store, retail	Permitted	Not Allowed	
Financial, insurance and real estate offices	Permitted	Permitted	
Florists	Permitted	Not Allowed	

Food markets and supermarkets, retail	Permitted	Not Allowed	
Food services	Permitted	Not Allowed	4
Laboratories (clinical and testing)	Special Exception	Not Allowed	
Medical and dental offices	Permitted	Permitted	14
Hotels	Special Exception	Special Exception	7
Newsstands, retail	Permitted	Not Allowed	
Nursing and convalescent facilities	Special Exception	Not Allowed	10
Off-~~street~~site parking lot	Special Exception	Not Allowed	12
Outlets, retail	Permitted	Not Allowed	3
Professional offices and services	Permitted	Permitted	
Service establishments	Permitted	Not Allowed	2
Multifamily ~~R~~residential ~~dwelling~~ units	Permitted	Permitted	1
Travel agencies	Permitted	Permitted	
Variety store, retail	Permitted	Not Allowed	
Vocational, trade and business schools	Permitted	Not Allowed	6

Notes:

1 Residential units shall meet the following criteria:

A. ~~In the commercial zone, m~~Multifamily residential units shall only be permitted as part of a mixed-use building consisting of commercial and residential uses. The multifamily residential units ~~accessory to a commercial use and must~~ shall be physically integrated into the building with the commercial use~~into the commercial structure. In the transitional zone, any multi-family residential structure shall be physically integrated with another permitted or special exception use~~. ~~In both zones d~~Detached single-family units, including mobile homes, and two-family residential units, are not allowed.

B. Minimum living area:

Studio/One bedroom	~~750~~ 550 square feet
Two-bedroom	900 square feet
Three-bedroom	1,000 square feet

2 Service establishments including barber shops; beauty shops; shoe repair; laundromats; dry cleaning pick up stations; establishments for repair of small items such as apparel, small business machines and similar items; interior decorators; and similar uses.

3 Retail outlets including bookstores; card and gift shops; arts and crafts stores; television, radio, and video equipment sales (including repair incident to sales); jewelry stores (including watch repair but not pawn shop); clothing stores; camera shops and supplies (including repair incident to sales); toy stores; sporting goods stores; leather goods and luggage stores; record and video tape stores; musical instrument stores; home furnishing and appliance stores (without repair incident to sales); office equipment supplies and furniture; pet shops; antique stores; and similar establishments.

4 Food services including restaurants (without drive-in or drive-through facilities), delicatessens, ice cream parlors and similar food establishments.

5 Banks and financial institutions (without drive-in or drive-through facilities).

6 Vocational, trade and business schools.

A. All activities shall be conducted in completely enclosed buildings.

7 Hotels:

A. The number of hotel units on a site shall not exceed the number obtained by dividing the total square footage of the site by one thousand five hundred (1,500).
B. Each hotel unit shall have a minimum enclosed floor area of two hundred (200) square feet.

8 Child care center/preschool facilities:

A. No city occupational license shall be issued until a license has been obtained from the state department of health and rehabilitative services and any other permitting agency as required by law including the provisions of this chapter.
B. The minimum site area shall be one and one-half (1½) acres.
C. Outdoor play areas shall consist of one hundred (100) square feet of play area per child and in no case shall the area be less than four hundred (400) square feet. All play areas shall be fenced in accordance with the provisions of this chapter.
D. Such facility shall provide a passenger drop-off zone adjacent to the building providing clear ingress and egress and sufficient off-street stacking.

9 Copy centers shall be permitted subject to the following:

A. Hours of operation shall be limited to between 8:00 a.m. and 10:00 p.m. daily.

10 Nursing and convalescent facilities, subject to the requirements of section 16-764:

A. The minimum site area shall be twenty-six thousand (26,000) square feet.
B. No building in connection with such facilities shall be closer than fifty (50) feet from any residentially zoned property.
C. No city occupational license shall be issued unless a license has been obtained from the state department of health and rehabilitative services and any other permitting agency as required by law including the provisions of this chapter.
D. Sleeping rooms shall not be less than one hundred (100) square feet per patient.
E. A minimum of ten (10) percent of the total floor area shall be devoted to a common area exclusive of halls, corridors, stairs, or elevator shafts, where a variety of recreational or therapeutic activities may occur.

11 Convenience stores:

A. The site, as determined by the city, shall exceed the landscaping material requirements of this chapter by at least ten (10) percent.
B. The store shall be free of all obstructions of view from the adjacent street to the main store windows giving a clear and unobstructed view of the cashier's station, including obstructions of signage and landscaping.
C. Shall not be located within one thousand five hundred (1,500) feet of any other convenience store. For the purposes of this section, all measurements of distances shall be along a straight airline route from the nearest point on any subject property line to the nearest point on any property line of any other property used as a convenience store.
D. The store shall have appropriate security systems to include, but not be limited to, cameras with video retrieval capabilities. This requirement shall be exempted if the store:
    1. Employs two (2) or more employees at the same time between the hours of 11:00 p.m. and 7:00 a.m.; or

2. Closes on a daily basis by 11:00 p.m.

E. Coin-operated amusement devices shall not be permitted on site.

F. Gasoline sales shall not be permitted on site.

12 Off-siteStreet parking areas in association with other uses in this district shall comply with the requirements below, in addition to the standards of Article VIII:

~~A. The applicant shall demonstrate that it is not feasible to physically locate all of the required off-street parking on the same parcel of land as the primary use.~~

~~B.~~A. ~~Off-site parking shall not be used to satisfy the off-street parking requirements for convenience stores and other convenience-oriented uses. Required handicapped parking spaces shall not be located in an off-site parking facility.~~ Off-site parking shall not account for more than thirty (30) percent of the required number of parking spaces when its location is not contiguous to the use it is intended to serve.

~~C.~~B. Off-site parking shall not be located further than two hundred fifty (250) feet from the use it is intended to serve, as measured by the shortest distance between the two (2) closest property lines, and must be located on the same side of 10th Avenue North as the use it is intended to serve.

~~D.~~C. Off-site parking areas~~Landscape buffers~~ shall be considered nonresidential development for purposes of Article VII, Landscaping, and shall provide all required landscape buffers and landscape improvements applicable to nonresidential development~~provided consistent with the provisions of the Zoning Code~~.

13 Reserved.

14 Medical and dental offices are subject to the requirements of section 16-764.

Sec. 16-576. Accessory uses.

The following are the permitted accessory uses and structures in the ~~mixed use development-original section (~~MXD-OS~~)~~ district:

(1) Uses and structures which are on the same lot with, and of a nature customarily incidental and subordinate to, the principal building, structure or use.

Sec. 16-577. Prohibited uses.

The following are the prohibited uses in the ~~mixed use development-original section (~~MXD-OS~~)~~ district:

(1) Any use, accessory use or component of use, or structure not specifically, or by reasonable implication, permitted herein or permissible by special exception.

(2) All outdoor storage and outdoor display of commercial goods and materials.

(3) Medical marijuana treatment center dispensing facilities and any general medical marijuana retailers.

a. Medical marijuana treatment center dispensing facilities, including medical marijuana retail centers, are prohibited, as authorized by F.S. § 381.986(11), et seq.

b. In addition to the prohibition set forth in subsection a., marijuana remains a Schedule 1 drug and is illegal pursuant to federal law; therefore, any facilities related to the cultivation, processing, distribution, storage, sales, or other wholesale or retail transaction of marijuana, whether for compensation or otherwise, including medical marijuana treatment center dispensing facilities, are prohibited.

Sec. 16-578. Dimensional, intensity, and form standards.

The dimensional, intensity, and form standards for the MXD-OS district shall be as set forth in Table 16-578.

Table 16-578	
Standard	**Requirement**
Minimum site area	13,000 square feet, unless otherwise noted in Table 16-575
Minimum site frontage	100 feet
Maximum building coverage	75 percent
Maximum FAR	0.35
Minimum front setback along 10th Avenue North or Haverhill Road	15 feet
Minimum side street setback	10 feet
Minimum alley/interior side setback	10 feet
Minimum rear setback	15 feet
Minimum ground-story height for nonresidential ground-floor space	12 feet
Minimum upper-story height	9 feet

Notes:

1. Minimum rear setback applies along the north and/or south property line unless said north or south property line is 10th Avenue North.
2. All new driveways shall access the lot from a side street.
3. Side streets are Fleming, Jennings, Perry, Martin, Swain, Broward, Walker, and Jackson.
4. For purposes of calculating FAR, residential floor area, structured parking areas, loading areas, mechanical areas, refuse rooms, utility rooms, and similar non-occupiable building service areas may be excluded from floor area.
5. Buildings exceeding thirty-five (35) feet in height that abut a residential zoning district or property developed with detached single-family residential dwellings that are a permitted use under the current zoning shall comply with applicable transitional height requirements under Section 16-628.1 – Transitional height.
6. 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 the density allowed otherwise by the MXD-OS, whichever is greater.

~~**Sec. 16-578. Minimum lot size requirements.**~~

~~The minimum lot requirements for the mixed use development-original section (MXD-OS) district shall be as follows, unless otherwise required for a specific use:~~

~~*Table 16-578: Minimum Lot Size*~~

~~Type of Use~~	~~Area (Square Feet)~~	~~Frontage (Feet)~~
~~All, unless noted otherwise in Table 16-575~~	~~13,000~~	~~100~~

~~**Sec. 16-579. Maximum lot coverage, floor-area-ratio (FAR) and residential density.**~~

~~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 Coverage and Floor-Area-Ratio (FAR)*~~

~~Site Area (Square Feet)~~	~~Lot 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 coverage and floor area ratio of Table 16-579. Residential uses are subject to the restrictions of Table 16-575, Note 1.~~

~~Sec. 16-580. Minimum setback requirements.~~

~~The minimum setback requirements in the mixed use development-original section (MXD-OS) district are as follows:~~

~~Table 16-580: Setback Requirements~~

~~Setbacks From:~~	~~Commercial Zone—Standard~~	~~Commercial Zone—TND[1]~~	~~Transitional Zone~~	~~Detached Single-Family Residential[2]~~
~~10th Ave. N.~~	~~25 feet~~	~~15 feet~~	~~N/A~~	~~15 feet~~
~~Haverhill Road~~	~~15 feet~~	~~15 feet~~	~~15 feet~~	~~15 feet~~
~~Alley/Interior Property Line~~	~~10 feet~~	~~10 feet~~	~~10 feet~~	~~20 feet~~
~~Side Street[3]~~	~~15 feet~~	~~10 feet~~	~~10 feet~~	~~25 feet~~
~~North/South Property Line[4]~~	~~15 feet~~	~~15 feet~~	~~15 feet~~	~~7½ feet~~

~~Notes:~~

~~1. TND = Traditional Neighborhood Development as described in section 16-581.~~

~~2. All new driveways shall access the lot from a side street.~~

~~3. Side streets are Fleming, Jennings, Perry, Martin, Swain, Broward, Walker and Jackson.~~

~~4. North/south property line applies along the north and/or south property line unless said north or south property line is 10th Avenue North, then the standards for 10th Avenue North shall apply.~~

Sec. 16-5~~79~~81. Site and building design~~Supplemental~~ standards.

Development within the MXD-OS district shall comply with the site and building design standards of section 16-198 and the additional standards of this section. Where this section establishes a more specific standard for the MXD-OS district, this section shall control.

(a) Site design.

(1) Pedestrian pathways to the building(s) shall be provided from 10th Avenue North and all side streets.

(2) Vehicular access shall be provided from the side streets and not 10th Avenue North or Haverhill Road.

(3) Parking shall be behind the building(s) and not along 10th Avenue North.

(b) Building design.

(1) Mechanical equipment and utility features located on the roof, ground, or building shall be screened from view with compatible materials or landscape screening.

(2) No overhead doors shall face 10th Avenue North or Haverhill Road.

(3) A primary building entrance shall be oriented toward 10th Avenue North and/or Haverhill Road.

(4) Architectural features including, but not limited to, color schemes, exterior treatments, roof and building articulation, and decorative features shall be incorporated in order to be compatible with the character of the original section of the city and any design guidelines produced by the city's development and neighborhood services department.

(5) Buildings shall incorporate Florida Vernacular design elements in a manner appropriate to the scale and function of the building.

~~(1) *Commercial zone (TND):* For development in the commercial zone opting to utilize traditional neighborhood development (TND) standards, the following shall apply:~~

~~(a) Pedestrian pathways to the building(s) shall be provided from 10th Avenue North and all side streets.~~

~~(b) Vehicular access is to be provided from the side streets and not 10th Avenue North or Haverhill Road.~~

~~(c) Parking shall be behind the building(s) and not along 10th Avenue North.~~

~~(2) *Transitional zone:* Development in the transitional zone shall be limited to the permitted and special exception uses listed in Table 16-575 for the transitional zone. Property in the transitional zone may also be incorporated into a project within the commercial zone. Under these circumstances, the property within the transitional zone may be used for uses allowed in the transitional zone and/or for landscaping, parking and water retention in support of the commercial area; it shall not be used for those uses allowed only in the commercial zone.~~

~~Sec. 16-582. Building design.~~

~~All buildings in this district shall comply with the following standards:~~

~~(1) Building design shall be provided in accordance with section 16-58 et seq.~~

~~(2) Mechanical equipment or other utility features on roof, ground or building shall be screened from public view with material harmonious with the building or shall be so located as to not be visible from any public way.~~

~~(3) No overhead doors shall face 10th Avenue North or Haverhill Road.~~

~~(4) All structures shall provide visible pitched roofs with a slope equal to or greater than 4:12.~~

~~(5) Architectural features including, but not limited to, color schemes, exterior wall treatments, and decorative features shall be incorporated in order to be compatible with the character of the original section of the city and any design guidelines produced by the city's planning department. Architectural design of equal quality shall be provided on all sides of all structures.~~

~~(6) Building wall signage and freestanding signs shall be compatible with the character of the original section of the city and any design guidelines produced by the city's planning department.~~

Sec. 16-580<u>3</u>. Abandonment of alleys.

Existing alleys may be abandoned, subject to the following criteria:

(1) The proposed project must have a minimum site area of twenty-six thousand (26,000) square feet.

(2) The applicant must secure approval from all affected service providers and make provisions for the continuation of those services.

(3) Easements for affected utilities and/or the City of Greenacres may be required as a condition of abandonment.

(4) The city's right-of-way abandonment procedures shall be followed.

Sec. 16-5814. Height ~~restrictions~~regulations.

(a) Maximum height.

(1) Base height. The maximum base height of buildings ~~and structures~~ in the ~~mixed use development-original section (~~MXD-OS~~)~~ district shall be ~~two~~ three (~~2~~3) stories and shall not exceed thirty-five (35) feet.

(2) Bonus height. Buildings may attain bonus height above the base height by providing public benefits in exchange for the bonus height. A maximum building height of five (5) stories, not to exceed sixty-five (65) feet may be attained when the applicant provides one or more public benefits and when approved by the City Council through a Site and Development Plan. Qualifying public benefits shall be those identified in a public benefits schedule adopted by resolution of the City Council, as may be amended from time to time.

(b) *Minimum height of buildings.* Throughout the MXD-OS district, the minimum height of buildings shall be twenty-four (24) feet. This requirement shall not apply to portions of buildings located within the transitional zone.

~~**Sec. 16-585. Sign regulations.**~~

~~The regulations regarding signs in the mixed use development-original section (MXD-OS) district are in Article VI (Sign Regulations). Signage shall be in accord with any design guidelines produced by the city's planning department.~~

Sec. 16-5826. Landscaping and screening.

~~The regulations regarding landscaping in the mixed use development-original section (MXD-OS) district are set forth in Article VII (Landscaping).~~ All development within the MXD-OS district shall use the non-residential category in the landscaping regulations (Article VII), except as otherwise provided in this section~~. All development within the MXD-OS district shall use the non-residential category in the landscaping regulations, however the six-foot high masonry wall is not required between the commercial zone and the transitional zone of the district unless required to buffer detached single-family dwellings~~. Landscaping shall be in accord with any design guidelines produced by the city's development and neighborhood services ~~planning~~ department.

(a) Street-facing landscape area. The required street-facing landscape area shall consist of the area located between a street-facing principal building façade and the abutting public street right-of-way, excluding driveways, walkways, plazas, outdoor seating or dining areas, stormwater features designed as amenities, utility areas, and other approved pedestrian-oriented hardscape areas. Street-facing landscape areas may be exempt from meeting the perimeter buffering requirements in Article VII. The front landscape area shall be landscaped to meet or exceed the following:

(1) Each separate landscaped area shall contain a minimum of fifty (50) square feet of net planting area.

(2) The front landscape area shall include one (1) canopy tree or equivalent grouping of palms for each thirty (30) lineal feet of public street frontage, or fraction thereof.

(3) The remaining required front landscape area shall be landscaped with shrubs, groundcover, or other approved living landscape treatment not exceeding three (3) feet in height. Sod and grass shall not exceed 25 percent to satisfy the required front landscape area planting standard.

(2) One (1) tree at a minimum of twelve (12) feet in height shall be provided for each twenty (20) lineal feet within any perimeter landscaping strip which abuts a residential zoning district or existing residential development.

(3) A six-foot high masonry wall shall be provided as part of the landscape buffer along all sides adjacent to a detached single-family dwelling.

Sec. 16-583~~7~~. ~~Off-street p~~Parking regulations.

The regulations regarding ~~off-street~~ parking for ~~all permitted and special exception uses in~~ the ~~mixed use development-original section (~~MXD-OS~~)~~ district are set forth in Article VIII of this chapter~~(Off-Street Parking)~~, except as otherwise provided in this section. ~~Permitted uses in the c~~

(a) Commercial uses. Commercial uses ~~zone developed within the TND parameters of section 16-581~~ may provide parking at a rate of one (1) space per two hundred fifty (250) square feet.

(b) Residential uses. Residential uses in the MXD-OS district shall provide parking in accordance with Article VIII, except studio/one-bedroom dwelling units shall provide one and one-half (1.5) spaces per dwelling unit.

(c) Shared parking. Shared parking may be utilized subject to the provisions of section 16-1335.

(d) On-street parking credit. On-street parking may be counted toward the parking requirement if:

(1) The full length of the parking space is located directly adjacent to the site; and

(2) The space remains available to the general public and is not reserved, striped, marked, or restricted for private use; and

(3) The street is of sufficient width and proper design to accommodate the on-street parking configuration.

(e) Off-site parking. Off-site parking, where authorized under Section 16-575, Note 12, shall comply with Section 16-1335(23), this section, and all other applicable provisions of this chapter.

Sec. 16-584~~8~~. Nonconformities.

The following requirements shall govern nonconformities in this district:

(1) Existing uses and components of use established prior to the adoption date of the division establishing the MXD-OS district; and existing buildings, structures and signs constructed prior to the adoption date of the division establishing the MXD-OS district; which do not conform to the requirements of the MXD-OS district are to be regulated and limited in accord with Article IX, sections 16-1356 through 16-1362 except as otherwise stated below.

(2) Nonconforming uses or components of use which are abandoned or discontinued shall immediately render the protections of the nonconforming use sections of the Code null and void. The continuance of such use or component of use is specifically prohibited, and any subsequent use shall conform to the requirements of this district. Sufficient documentation shall be provided by the property owner to establish that the use has not been abandoned or discontinued; affidavits alone are not sufficient to establish the maintenance of the use's nonconforming status.

(3) Existing buildings and structures which do not comply with ~~the building design criteria of~~ section 16-582 shall not be considered nonconforming for the purposes of this Code except that upon the occurrence of the any of the events listed below, the building or structure shall be required to comply with ~~the building design criteria~~section 16-579 to the extent indicated below:

(a) In the event of the damage of such building or structure by any means, including but not limited to fire, flood, wind, explosion, act of God, or act of a public enemy, to an extent of fifty (50) percent or more of the appraised value of the building or structure as shown in the records of the Property Appraiser of Palm Beach County or to an extent of more than fifty (50) percent of the square footage of the physical building or structure, it shall not be replaced, restored, or reconstructed unless it is brought into full compliance with the building design criteria of this district. These requirements apply equally to residentially and nonresidentially used buildings and structures and structures accessory to said uses.

~~(b) In the event of a change in the use or occupancy of the building or structure, the exterior paint colors of the building or structure shall be modified to be in accord with the building design criteria.~~

(c) In the event of renovation, remodeling, or reconstruction of a cost greater than or equal to twenty-five (25) percent of the appraised value of the building or structure as shown in the records of the Property Appraiser of Palm Beach County, the building or structure shall be modified ~~to provide decorative exterior wall lights, building signage, and freestanding signage~~ in accordance with the building design criteria. ~~In addition, any overhead bay doors facing 10th Avenue North or Haverhill Road shall be eliminated, a covered entry porch in a style consistent with the Building Design criteria shall be provided, and the requirements of [section] 16-588(3)(b) above shall be satisfied.~~

(d) In the event of a change in use to a special exception use or from one (1) special exception use to another special exception use; renovation or remodeling of a cost greater than or equal to fifty (50) percent of the appraised value of the building or structure as shown in the records of the Property Appraiser of Palm Beach County; any expansion of the building or structure; or a change which triggers the site plan approval requirements of section 16-196 for a new site and development plan or major site plan amendment the building or structure shall be modified to provide the pitched roof, exterior materials and landscaping of the building design criteria as well as satisfying the requirements of [section] 16-588(3)(b) and (c) above.

Section 4. The Code of Ordinances Chapter 16, Article IV, Division 2, Area and Height Limitations, is hereby amended by revising Section 16-628, Maximum Building Height, and creating Section 16-628.1, Transitional Height, as follows:

Sec. 16-628. Maximum building height.

No building or structure shall exceed a height of thirty-five (35) feet, except as otherwise expressly provided in this chapter. Where a zoning district, overlay district, or other provision of this chapter establishes a different maximum height, the more specific provision shall control.

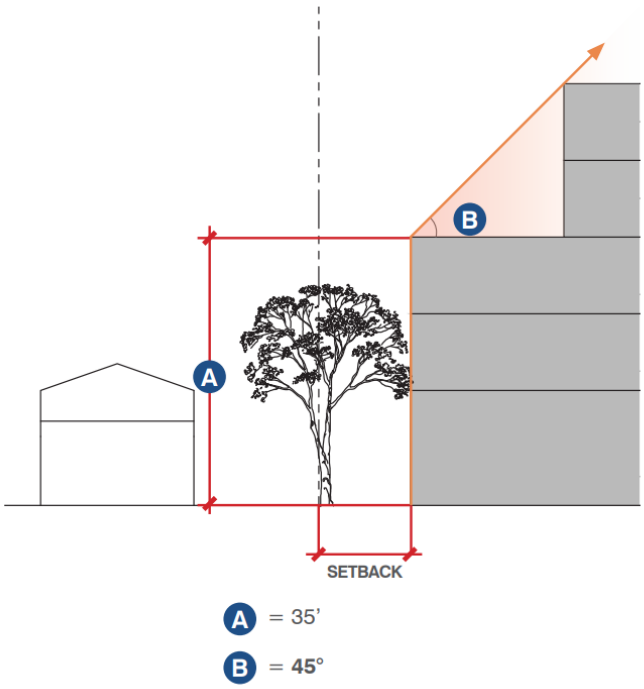
Sec. 16-628.1 - Transitional height.

Where a principal building exceeds thirty-five (35) feet in height and a required side or rear yard that abuts a zoning district that allows residential development and not including nonconforming structures, the transitional height provisions of this section shall apply.

(a) A transitional height plane begins at the minimum side or rear setback line, at a height of thirty-five (35) feet, and extends upward and inward over the subject property at a forty-five-degree (45°) angle, up to the maximum height otherwise permitted by the applicable zoning district, overlay district, or other applicable provision of this chapter. No portion of a building shall penetrate the transitional height plane.

(b) All development applications subject to this section shall include a cross-section diagram demonstrating compliance with the 45° transitional height plane.

Figure 16-628.1: Transitional Height Plane



Section 5. The Code of Ordinances Chapter 16, Article III, Division 17, Lake Worth Road Urban Corridor (UC) Overlay District, is hereby amended as follows:

{Sec. 16-590 through 16-593 has been omitted for brevity.}

Sec. 16-594. Height regulations.

(a) Maximum height.

(1) Base height. The maximum base height of buildings in the UC overlay district shall be three (3) stories and shall not exceed thirty-five (35) feet.

(2) Bonus height. Buildings may attain bonus height above the base height by providing public benefits in exchange for the bonus height. A maximum building height of five (5) stories, not to exceed sixty-five (65) feet may be attained when the applicant provides one or more public benefits and when approved by the City Council through a Site and Development Plan. Qualifying public benefits shall be those identified in a public benefits schedule adopted by resolution of the City Council, as may be amended from time to time.

Secs. ~~16-594~~ 16-595—16-605. Reserved.

Section 6. The Code of Ordinances Chapter 16, Article VIII, Sections 16-1334

and 16-1335, are hereby amended as follows:

Sec. 16-1334. General requirements.

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

(1) *Continuance of parking and loading areas.* Off-street parking and loading areas shall be maintained and continued as an accessory use provided the principal use on the premises is continued. In the event the principal use is removed from the premises, accessory off-street parking and loading areas shall not be converted to the principal use.

(2) *Renovation of existing buildings.* Where a building, structure or use existed on the effective date of this article, such building, structure or use may be renovated, altered, or repaired, provided there is no increase in overall floor area, or capacity, or change in use of the building, or structure, without providing additional off-street parking and/or loading spaces as required by this article.

(3) *Parking required on same lot or parcel.* All required off-street parking and loading areas shall be located on the same plot or parcel of land they are intended to serve, except as permitted by this chapter to provide parking and loading areas on an adjacent or proximate site.

(4) *Use of loading area for parking.* No required off-street loading area shall be used to satisfy the space requirement for any off-street parking spaces, except as permitted by this chapter.

(5) *Use of required parking by another building or structure.* No part of any off-street parking or loading space required for any building, structure or use by this article shall be utilized or included as meeting the requirements for another building, structure or use, except as permitted by this article. On-street parking located in the public right-of-way shall not be used to satisfy off-street parking requirements, except as permitted by this chapter or an approved development order.

{Sec. 16-1334(6) through 16-1334(11) has been omitted for brevity.}

Sec. 16-1335. Location and design requirements.

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

(1) *General access.*

a. Access directly from a public street, road or alley into a parking space shall only be permitted for a single-family residence.

b. All parking and loading spaces shall be accessible at all times, from a street, road, driveway or aisle. Each parking space shall be accessible without having to drive over or through any other parking or loading space, except for single-family residences wherein one (1) space may be located behind another space.

c. Loading areas shall be located and designed so that the vehicles intended to use them can maneuver safely and conveniently to and from a public right-of-way, and complete the loading or unloading without conflicting or interfering with any public right-of-way, accessway, parking aisle or parking space.

d. No loading space shall be located within forty (40) feet of the nearest point of intersection of the edges of the right-of-way of any two (2) streets.

e. Interconnectivity. In order to increase the efficiency of parking provision and vehicle circulation, parking facilities shall be interconnected wherever possible. All sites, including parking facilities, drive aisles, and pedestrian sidewalks shall wherever feasible, be designed for future connection to an adjoining parcel where an existing connection cannot be established.

(23) *Off-site parking on separate contiguous and non-contiguous lots/parcels.*

a. Applicability. This subsection shall apply where any portion of the required parking for a principal building, structure, or use is proposed to be located on a separate site or parcel

from the principal building, structure, or use served. Where a shared parking arrangement includes parking located on a separate site or parcel, the arrangement shall comply with both the shared parking requirements of this article and the off-site parking requirements of this subsection.

b. Necessity Required. The applicant shall demonstrate that it is not feasible to locate all required parking on the same lot/site as the principal use due to site constraints, functional design limitations, or documented redevelopment conditions to qualify for off-site parking.

c. Off-site parking as a Special Exception. Where the underlying zoning district regulations require off-site parking to be approved as a Special Exception, off-site parking shall be permitted only upon the approval of a Special Exception and the associated site and development plan for the off-site parking, and compliance with the standards of this subsection.

d. Location requirement. Off-site parking shall not be separated by a street with a right-of-way width greater than eighty (80) feet.

e. Use limitations. Off-site parking shall not be used to satisfy the accessible parking requirements for the principal building, structure, or use served. Additionally, off-site parking shall not be used to satisfy the minimum parking requirements for restaurants, convenience stores, and other uses that generate disruption or congestion to traffic flow at any period of time, as determined by the City.

f. Recorded agreement required. A covenant or other instrument acceptable to the City Attorney shall be required. The covenant or other instrument shall be recorded in the public records of Palm Beach County, and shall at minimum include the following information:

1. Identify all parties and ownership interests, and be executed by all owners of record;
2. Include legal descriptions of the use parcel and the parking parcel, together with a site plan exhibit(s) showing the use parcel, the parking parcel, pedestrian route, and parking spaces credited;
3. Expressly state the covenant or instrument runs with the land, binds successors and assigns, and identifies the City has the authority to enforce the covenant or instrument;
4. Assure the continued availability of the spaces at no charge to the user of the served use, unless otherwise approved by the City;
5. Outline of the maintenance obligations and responsibilities for the parking area and any access improvements;
6. Require City review and written approval prior to any expiration, termination, amendment, release or revision of the covenant or other instrument; and
7. Be incorporated as a condition of approval and referenced on the site plan.

Section 7. 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 8. 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 9. Inclusion in Code

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

Section 10. Effective Date

The provisions of this Ordinance shall become effective upon adoption of Ordinance 2026-05, a companion Ordinance amending the City's Comprehensive Plan's Future Land Use Element to provide goals and objectives which are implemented through the text amendments set forth in this Ordinance.

Passed on the first reading this 20th day of July, 2026.

PASSED AND ADOPTED on the second reading this _____ day of _____ , 2026.

	Voted:
Chuck Shaw, Mayor **Attest:**	**John Tharp,** Deputy Mayor
	Voted:
Quintella Moorer, City Clerk	**Peter Noble,** Council Member, *District II*
	Voted:
	Judith Dugo, Council Member, *District III*
	Voted:
	Susy Diaz, Council Member, District IV
	Voted:
	Elisa Leheny, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

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

DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF REPORT AND RECOMMENDATION

I. Project Description:

City-initiated Comprehensive Plan Text Amendment (CPA-26-02) and Zoning Text Amendment (ZTA-26-01) to support (re)development along key commercial corridors and mixed-use areas while providing clear transition standards when adjacent to residential neighborhoods. The proposed amendments address height, parking, public benefits, and compatibility standards needed to support (re)development in the MXD-OS district, the Lake Worth Road Urban Corridor Overlay, and other key target areas.

Project Manager: Gionni Gallier, Assistant Director of DNS

II. Background:

The City of Greenacres is substantially built out, and future growth will largely occur through redevelopment, infill development, adaptive reuse, and reinvestment in existing commercial and mixed-use corridors. The City's current development regulations were largely established around a low-scale suburban development pattern, including a general maximum height of thirty-five (35) feet. This has limited the feasibility of modern mixed-use development in areas where the City has identified mixed-use as an appropriate or desired development pattern. The Comprehensive Plan and City planning initiatives recognize the need to provide a range of housing opportunities, evaluate height and density incentives, encourage infill redevelopment, and support private investment in public realm improvements.

In 2016, the City began formal discussions regarding the potential for taller buildings in appropriate locations and identified that the existing 35-foot height cap could limit desirable development. Although no specific code language was adopted at that time, the discussion provided important direction and highlighted the need for context-sensitive standards and compatibility measures. The proposed amendments respond to that direction by allowing increased height subject to the Transitional Height Plane. The 2019 Vision and Strategic Action Plan supports prioritizing the Lake Worth Road Urban Corridor and key intersections as strategic (re)development areas. The Plan identifies directing density increases to strategic areas that can attract private investment and encourage the private sector to retrofit aging shopping centers and provide public realm improvements. The Plan recognizes existing height limitations may limit the City's ability to motivate desirable development and recommends contextually increasing height in target growth areas. The Vision Plan's recommendations for the Original Section, including a shared-use, walkable, lively streetscape and adaptive reuse opportunities, support the same general policy direction.

The Lake Worth Road Urban Corridor (UC), established as an Overlay District in 2010, is one of the City's primary commercial and transportation corridors. The existing UC Overlay was established along Lake Worth Road and extends approximately seven hundred fifty (750) feet north and south of Lake Worth Road, and applies to properties with a Commercial (CM) Future Land Use Map designation. The UC Overlay's purpose is to encourage redevelopment and provide

enhanced development standards along the Lake Worth Road corridor. The proposed amendments continue that intent by supporting the transition from standalone auto-oriented commercial toward a more walkable and economically viable mixed-use corridor over time.

The Mixed-Use Development-Original Section (MXD-OS) district applies along 10th Avenue North between Haverhill Road and the Lake Worth Drainage District E-3 Canal, and was originally intended to provide a mix of neighborhood-type commercial and residential uses serving the Original Section of the City. MXD-OS includes a primary Commercial Zone extending approximately two hundred (200) feet deep both north and south of 10th Avenue North and then a secondary Transitional Zone approximately one hundred (100) feet deep for maintaining compatibility. The purpose of this district remains appropriate; however, several existing standards limit feasible mixed-use redevelopment and are proposed to be modernized while preserving the district's Original Section context and neighborhood-serving purpose.

The proposed Comprehensive Plan Text Amendment (CPA-26-02/Ordinance 2026-05) establishes the policy framework for implementation through Chapter 16 of the City Code (Zoning Regulations) and the companion Zoning Text Amendment (ZTA-26-01/Ordinance 2026-06) implements the Comprehensive Plan Text Amendment.

III. Proposed Comprehensive Plan Text Amendment:

The proposed Comprehensive Plan Text Amendment amends the Future Land Use Element to provide policy direction for (re)development, targeted reinvestment, and the use of innovative planning tools to allow clear implementation of redevelopment initiatives through the Zoning Regulations. The amendment recognizes that certain areas of the City, such as the Lake Worth Road Urban Corridor and designated Activity Centers, are priority (re)development areas that may be appropriate for public realm improvements, mixed-use redevelopment, or greater intensity where authorized by the Comprehensive Plan and implemented through Chapter 16 Zoning Regulations.

IV. Overview of Proposed Zoning Code Amendments:

The companion Zoning Text Amendment implements the Comprehensive Plan amendment through revisions to Chapter 16 of the City Code. The proposed amendments modernize the MXD-OS district, the Lake Worth Road Urban Corridor Overlay, clarify height and transitional height standards, and update parking provisions needed to support mixed-use redevelopment while maintaining compatibility with adjacent residential neighborhoods.

- **MXD-OS District Amendments (Article III, Division 16)**
  - **Purpose (Section 16-573)**
    - Updates the purpose to further emphasize pedestrian-oriented, neighborhood-serving mixed-use development.
  - **Permitted Uses (Section 16-575)**
    - Clarifies that multifamily residential units must be physically integrated with a commercial use as a mixed-use structure and may not be developed as stand-alone residential building.
    - Updates minimum living area sizes to align with current development types and revises Note 12 for off-site parking cross-references.
  - **Dimensional, intensity, and form standards (Section 16-578)**

- Replaces the former incremental lot coverage, FAR, and setback framework with a simplified table of dimensional, intensity, and form standards. This consolidates the current Sections 16-578, 16-579, and 16-580 into one section addressing dimensional, intensity, and form standards.
- Simplifies the setback table and removes the former conflicts with the "Traditional Neighborhood Development (TND)" standard to improve clarity and eliminate confusion for the applicable setbacks in the district.
- The maximum building coverage is increased to seventy-five (75) percent to support feasible mixed-use building forms. The amendment maintains the current FAR framework and clarifies that, for mixed-use projects, the applicable FAR applies to nonresidential floor area.

- **Site and Building Design (Section 16-579)**
  - Combines the section for site and building design standards and carries forward the existing pedestrian pathway, side-street access, and rear-parking options as required standards.
  - Modernizes design standards by removing the pitched-roof requirement, continuing to require mechanical equipment screening, and limiting overhead doors along corridor frontages.
  - Updates the reference to draw from Florida Vernacular elements and further updates will be made to the existing design guidelines.
  - This section works in conjunction with Section 16-198 to address building placement, pedestrian orientation, landscaping, buffering, screening, loading, service areas, architectural treatment, parking design, and public realm improvements.
- **Height in MXD-OS (Section 16-581)**
  - Establishes a base height of three (3) stories, not to exceed thirty-five (35) feet.
  - Allows bonus height up to five (5) stories, not to exceed sixty-five (65) feet, where public benefits are provided and the City Council approves the Site and Development Plan. Qualifying public benefits will be identified in a public benefits schedule adopted by City Council resolution, which may be amended from time to time.
  - Establishes a minimum building height of twenty-four (24) feet, except for portions of buildings located within the Transitional Zone. This intends to provide a true main street feel and foster the purpose of the pedestrian-oriented, neighborhood-serving mixed-use district.
- **Landscaping (Section 16-582)**
  - Establishes a street-facing landscape area standard for areas between street-facing building façades and the abutting public right-of-way, excluding approved driveways, walkways, plazas, outdoor seating/dining areas, and other approved pedestrian-oriented hardscape areas. Sod or grass would not satisfy more than twenty-five (25) percent of the required planting standard.
- **Parking (Section 16-583)**
  - Maintains the current standard of one (1) space per two hundred fifty (250) square feet for commercial uses and continues to allow for shared parking.
  - Establishes reduced residential parking ratios for studio/one-bedroom dwelling units (1.5 spaces per unit).
  - Cross-references the on-street and off-site parking standards in Article VIII to allow for on-street and off-site parking.

- **Lake Worth Road Urban Corridor Overlay (Article III, Division 17)**
  - **Height in UC (Section 16-594)**
    - Establishes a base height of three (3) stories, not to exceed thirty-five (35) feet.
    - Allows bonus height up to five (5) stories, not to exceed sixty-five (65) feet, where public benefits are provided and the City Council approves the Site and Development Plan. Qualifying public benefits will be identified in a public benefits schedule adopted by City Council resolution, which may be amended from time to time.

- **Height and Transitional Height Amendments (Article IV, Division 2)**
  - **(Sections 16-628, 16-628.1)**
    - Clarifies that thirty-five (35) feet remains the City's general maximum height unless a zoning district, overlay, or other express Code provision establishes a different maximum height.
    - Establishes a forty-five-degree (45°) transitional height plane for buildings exceeding thirty-five (35) feet where applicable near residential properties. The purpose of transitional height is to reduce building mass, preserve light and air, and provide an objective compatibility standard.

- **Parking and Loading Amendments (Article VIII)**
  - **(Section 16-1334)**
    - Clarifies that on-street parking may count toward required parking only where expressly permitted by the Code and where the spaces meet City standards and any other applicable agency requirements.
  - **(Section 16-1335)**
    - Continues the modernization work started through prior City-initiated Zoning Text Amendments by consolidating and clarifying off-site parking standards to establish a citywide provision for off-site parking, including applicability, approval requirements, proximity standards, maintenance, and agreement requirements. Off-site parking is already allowed by the City Code as a Special Exception in certain zoning districts.

V. Staff Analysis of Amendments:

The proposed Comprehensive Plan Text Amendment and Zoning Text Amendment are proposed together to establish Phase 1 of the mixed-use and corridor modernization efforts. The Comprehensive Plan amendment provides the policy foundation for targeted redevelopment within the Lake Worth Road Urban Corridor, designated Activity Centers, and the Mixed-Use districts. The companion Zoning Text Amendment implements that policy direction through specific amendments to Chapter 16 of the City Code by allowing feasible mixed-use building forms within the MXD-OS zoning district, providing additional tools for addressing parking requirements, and creating objective compatibility standards.

The proposed transitional height plane provides an objective compatibility tool for taller buildings adjacent to residential areas. The forty-five-degree (45°) transitional height or daylight plane beginning at thirty-five (35) feet allows additional height where appropriate, while reducing building mass along residential edges and preserving light and air for neighboring properties. This technique is a recognized planning tool for managing the relationship between taller buildings and

adjacent lower-scale development. The transitional standard requires a scaled cross-section exhibit demonstrating compliance.

The proposed public benefit framework to allow the additional height above thirty-five (35) feet ensures that additional development potential is tied to measurable community value. Public benefits may include attainable housing, community-oriented public space, green infrastructure, tree canopy, streetscape, pedestrian, mobility, or other similar public improvements accepted by the City. Qualifying public benefits will be identified in a public benefits schedule adopted by City Council resolution, which may be amended from time to time.

The MXD-OS updates are intended to modernize the existing district while retaining the original purpose of providing neighborhood-serving mixed-use development along 10th Avenue North. The MXD-OS amendments modernize the building design standards while continuing to require architecture that reflects the Original Section's character and removes overly rigid design standards where they limit appropriate mixed-use building form.

The Lake Worth Road Urban Corridor updates are intended to support the broader redevelopment efforts along the corridor where additional height and intensity may be appropriate at designated activity centers, subject to public benefits, design standards including transitional height, and Comprehensive Plan consistency.

Overall, the proposed amendments address the City's evolving needs and supports private investment, corridor revitalization, attainable housing opportunities, walkability, public realm improvements, and economic development while preserving commercial function and protecting adjacent residential neighborhoods through objective standards.

VI. Comprehensive Plan Amendment Criteria:

Consistency with Chapter 163 of the Florida Statutes, the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan, and the City of Greenacres Comprehensive Plan:

The proposed Comprehensive Plan Text Amendment is consistent with Chapter 163, Florida Statutes, the City of Greenacres Comprehensive Plan, and applicable Treasure Coast Regional Planning Council's Strategic Regional Policy Plan, specifically the policies encouraging compact development, infill redevelopment, efficient use of existing infrastructure, mixed-use development, and compatibility with adjacent land uses.

VII. Zoning Text Amendment Criteria:

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

The proposed Zoning Text Amendment addresses key areas of the City's Zoning Code to ensure the regulations meet current community needs and modernize standards for the City's key corridors and target areas. The amendments establish clear standards for mixed-use redevelopment, corridor reinvestment, building height, public benefits, parking, and compatibility.

The proposed transitional height standards are necessary because increased height must be paired with objective compatibility tools. The forty-five-degree (45°) transitional height plane provides a measurable standard that allows taller buildings where appropriate while reducing building mass along residential edges and preserving light and air.

The amendments support the City's Economic Development Element and related programming by updating regulations to attract private investment, improve aesthetics and walkability, and provide a mechanism for public realm improvements within the City through redevelopment.

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

The proposed amendments directly align with and further the goals, objectives, and policies of the City's Comprehensive Plan and further the purposes of the City's Zoning Code regulations and other City Codes by providing implementing regulations for mixed-use redevelopment, corridor reinvestment, public benefits, parking, building height with transition standards, and compatibility. The amendments support public realm improvements, compact redevelopment, walkability, efficient use of existing infrastructure, housing opportunity, economic development, and compatibility between commercial or mixed-use corridors and adjacent residential neighborhoods.

VIII. Staff Recommendation:

Approval of CPA-26-02 through Ordinance 2026-05, and ZTA-26-01 through Ordinance 2026-06.

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY – June 11, 2026

The Planning and Zoning Board/Local Planning Agency on a motion made by Board Member Grant and seconded by Board Member Fitzgerald, by a vote of six (6) to zero (0) recommended approval of Comprehensive Plan Text Amendment (CPA-26-02) and Zoning Text Amendment (ZTA-26-01) as presented by staff.

CITY COUNCIL ACTION First Reading – July 20, 2026

CITY COUNCIL ACTION Adoption Hearing –

Attachments:

1. Ordinance 2026-05 - CPA-26-02
2. Business Impact Estimate | Ordinance 2026-05 / CPA-26-02
3. Ordinance 2026-06 - ZTA-26-01
4. Business Impact Estimate | Ordinance 2026-06 / ZTA-26-01

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2026-06

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA AMENDING THE CODE OF ORDINANCES AT CHAPTER 16 "ZONING REGULATIONS"; AMENDING ARTICLE I, "IN GENERAL," SECTION 16-1, "DEFINITIONS"; AMENDING ARTICLE III, "DISTRICT REGULATIONS," DIVISION 16, "MIXED USE DEVELOPMENT-ORIGINAL SECTION (MXD-OS)," AND DIVISION 17, "LAKE WORTH ROAD URBAN CORRIDOR (UC) OVERLAY DISTRICT"; AMENDING ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, SECTION 16-628, "MAXIMUM BUILDING HEIGHT," AND CREATING SECTION 16-628.1, "TRANSITIONAL HEIGHT"; AMENDING ARTICLE VIII, "OFF-STREET PARKING AND LOADING," SECTIONS 16-1334 AND 16-1335; AMENDING RELATED CODE SECTIONS AND CROSS-REFERENCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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 is a Zoning Text Amendment to modernize the Mixed Use Development-Original Section (MXD-OS) district, update the Lake Worth Road Urban Corridor (UC) Overlay District, clarify maximum and transitional height standards, establish bonus-heights/public-benefits, and update parking provisions. The public purpose is to support redevelopment, reinvestment, mixed-use, public realm improvements, and objective compatibility standards.

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

New charges or fees are not directly proposed as part of this ordinance. Future applicants seeking development approval must comply with the applicable amended standards and existing review procedures. Otherwise, they may remain legal nonconformities where applicable.

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

The proposed ordinance is applicable Citywide for certain height and parking provisions and applies specifically to properties in the MXD-OS and UC Overlay for certain aspects. Existing businesses are not impacted unless they seek future development approvals.

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

The proposed text amendments are not more restrictive or burdensome.

Item Summary

Meeting Date: July 20, 2026

From:

Subject: Community and Recreation Services.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. June Department Report

Department Report

MEETING DATE: July 20, 2026

FROM: Michele Thompson, Director, Community & Recreation Services

SUBJECT: Community & Recreation Services Dept. – June Report

ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY 2026 TO DATE	FY 2026 BUDGET
No. of Contracts Executed/Renewed	0	4	4
No. of Collaborative Partnerships/Opportunities	5	66	50
No. of Vendor/Independent Contractor Agreements	18	86	61
No. of Educational Scholarship Applications R'cd	-	25	25
No. of Community Events Coordinated	0	9	14
No. of Event Participants	0	19,564	36,000
No. of Little Free Libraries (LFL) *Replacement Units / #*Story Walk* Boards	0	30/4	30/2
No. of Business Sponsorships	1	15	20
No. of Schools/Attendance for "Read for the Record"	-	10/1,025	18/1,500

FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY 2026 TO DATE	FY 2026 BUDGET
Fields/Concession Stands	54	567	750
Pavilions	10	203	500
Center Facility	61[1]	481[1]	750
Monthly Center Attendance	3,093	27,287	52,000

124[1] Additional Free Rentals: **62** Gym: Open Gym/YP/Tai Chi/Harmony in the Streets Camp; **15** Banquet Hall: Ballroom/PBSO/Fire Rescue/YP/Harmony in the Streets Camp/Tai Chi; **21** Room 1: OAP/Harmony in the Streets Camp; **7** Room 2: Spotlighters/AARP/OAP; **7** Room 3: Harmony in the Streets Camp/YP/ESOL; **12** Room 4: ESOL/YP/ARC of PBC; **0** Freedom Park

TOTAL DEPARTMENT REVENUE

FACILITY RENTALS REVENUE	THIS PERIOD	FY 2026 TO DATE	FY 2025 PROJECTED
Total Revenue Generated	$14,077	$322,131.48	$344,000

ATHLETICS

YOUTH ATHLETICS	THIS PERIOD	FY 2026 TO DATE	FY 2026 PROJECTED
FY26 Co-ed Fall Soccer (10/19/25-12/5/25) • Registration Period 8/1/25 – 9/19/25	-	255	280
FY26 Co-ed Winter Basketball (12/1/25-3/6/26) • Registration Period 9/2/25 – 10/30/25	-	157	160
FY26 Co-ed Spring Soccer (2/23/26-5/15/26) • Registration Period 1/5/26 – 2/20/26	-	239	280
Co-ed Basketball Skill Development Program • 8-week session: 4/2/26 - 5/21/26 (Thurs.) • Registration Period 2/12/26 - 3/19/26	-	55	100

FOOD DISTRIBUTION	NO. SERVED
Restoration Bridge, Int. – Nov. 12th @ City Hall	1,000
House of Grace – Dec. 20th @ City Hall (w/ toy drive)	467
Restoration Bridge, Int. - May 1st @ Community Center	1,219

OLDER ADULT PROGRAMS

SOCIAL ACTIVITIES	PARTNERS/SPONSORS	NO. OF PARTICIPANTS YTD
Daily Meal Program; Zumba Games/Bingo; Special Events; Educational Sessions Mon. - Fri. (5 x 30)	Area on Aging; Community Care; PR2U; Firebush; Zumba; Humana; Universal Coaching; Sokar Monthly In-kind Services Provided = $680	2,982

FY26 EVENTS & SPONSORSHIPS

EVENTS	SPONSORS/PARTNERS	FY 2026 EXPENSE	FY 2026 ACTUAL	FY2026 ATTENDEES
Trunk or Treat	PBSO	N/A	N/A	4,000
FR Pancake Breakfast w/Santa 12/7/25	GAFR	-	-	800
HIP & 100th Kick-off (Fri & Sat), 12/12-12/13/25	Waste Management The Glasser Family	$38,055	48,914	7,000
Sundaes with Santa 12/19/25	The Glasser Family	$3,044	$2,643	52
Daddy/Daughter Dance 2/7/26	The Glasser Family	$9,337	$3,621	95
Sunday Sounds (1st Concert) 2/22/26	The Glasser Family	$8,048	$10,000	450
FR Chili Cook-Off 3/1/26	GAFR The Glasser Family	$7,665	$7,547	2,500+
Eggs'travaganza 4/4/26	The Glasser Family; WM; Tapatia; State Farm	$28,196	$23,544	4,500+
100th Birthday Bash 5/24/26	Burger King; Greenacres Bowl; The Glasser's; Pinecrest Bakery; Auto Nation; WM; UHC; Gehring Group; Adolphe Law Group; IAFF Local 2928; iThink Financial	$22,377	$24,829	2,000
Ignite the Night 7/4/26	WM; FPL; The Glasser Family	$83,048		
Back-2-School Drive 7/24/26	NCJW – Valencia Shores	$8,292		
Senior Resource Fair 9/26/26		$500		
Sunday Sounds (3rd Concert) 9/27/26		$8,048		

FY26 Event Actuals = Direct + In-direct – Event Sponsors & Revenues

Department Report

MEETING DATE: July 20, 2026

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

SUBJECT: June 1, 2026, through June 30, 2026

Development & Neighborhood Services Department

My Government Online Software (MGO)
Implementation continued for the new MGO software online platform to replace the New World and Energov modules. MGO Permitting, contractor registration, business tax receipts, and code compliance modules are actively being used. The remaining module for planning and zoning is anticipated to be active and in use the upcoming couple of months.

Planning, GIS, & Engineering Division

NEW CASES

Chase Bank – 6710 Forest Hill Blvd (SP-87-08B) – River Bridge Centre
A request for a Minor Site and Development Plan Amendment to modify the landscape plan. (Under staff review.)

West Pines Preserve – 4860 Melaleuca Lane (CPA-26-03, ZC-26-02, BA-26-02, and SP-26-03)
A request for a Future Land Use Map Amendment (CPA-26-03), from Residential Low Density (RS-LD) to Residential High Density (RS-HD); a Rezoning (ZC-26-03) from the current Residential Medium-Density 2 (RM-2) on the northern parcel and Residential Low-Density 1 (RL-1) District on the southern parcel to the proposed Residential High-Density (RH) District; a Variance (BA-26-02) request from the minimum side yard setback of 20 feet to proposed 10 feet; and a Site and Development Plan (SP-26-03) for an 83-unit Townhouse Development on 8.476 acres. (Under staff review.)

CURRENT PLANNING CASES

Boatman Landings – 4656 Boatman Street (ANX-25-01, CPA-26-01, ZC-26-01, SP-25-03, MSP-25-04, and PLT-26-01)
A request for a voluntary Annexation of the subject property from Unincorporated Palm Beach County into the City of Greenacres (ANX-25-02), a Small-Scale Future Land Use Map Amendment changing the Future Land Use designation of the subject property from

County MR-5 Residential Medium Density Residential to City Residential Medium Density (RS-MD) (CPA-26-01), a Rezoning of the subject property from County RM-Multifamily Medium Density to City Residential Medium Density (RM-2) (ZC-26-01), a Site and Development Plan (SP-25-03), a Master Sign Plan (MSP-25-04), and a Preliminary Plat (PLT-26-01) to allow the development and subdivision of the ±1.07-acre parcel located at the southwest corner of Boatman Street and Nyack Lane into a seven (7) unit townhouse development. (Heard at DRC Meeting on April 16, 2026; Applicant has requested a Time Extension to July 29, 2026; Resubmittal received June 18, 2026 – Under review by staff.)

Buttonwood Plaza Master Sign Plan – 3016-3094 S Jog Road (MSP-24-07)
A request for a Master Sign Plan (MSP-24-07) for the Buttonwood Plaza. (Approval Letter has been drafted and is in its final review.)

Greenacres Plaza Master Sign Plan – 3905-3985 S Jog Road (MSP-25-02)
A request for a Master Sign Plan (MSP-25-02) for Greenacres Plaza. (Staff is continuing to work with the applicant on preparing a MSP document acceptable to staff.)

Greenacres Sunoco and Office/Retail – 3067 S Jog Road (SP-96-05D and MSP-26-02)
A request for Major Site and Development Plan Amendment (SP-96-05D) and a Master Sign Plan (MSP-26-02) to allow for the construction of a new 6,000 sq ft office/retail building with a 786 sq ft mezzanine. (Completeness letter sent March 11, 2024, resubmittal received September 30, 2024, comments were provided on November 1, 2024. Resubmittal received August 20, 2025. (Approved at the June 15, 2026, City Council meeting.)

Ice Cream La Bendicion – 560 Jackson Avenue (SP-24-04 and MSP-25-03)
A request for Site and Development Plan (SP-24-04) and Master Sign Plan (MSP-25-03) approval to construct an 882 sq ft two story building with ice cream/raspado shop on the ground floor and one dwelling unit on the second floor. (Heard on June 18, 2026, DRC Meeting; awaiting resubmittal.)

Raising Cane's Restaurant – Mil-Lake Plaza – 3969 S Military Trail (SE-25-01, SP-25-01, & PCD-81-02N)
A request for Special Exception (SE-25-01), Site and Development Plan Amendment (SP-25-01), and a Master Plan Amendment (PCD-81-02N) for the construction of a 3,153 sq ft drive-through restaurant on the outparcel located at the southeast corner of the Mil-Lake Plaza. (Approved at the June 15, 2026, City Council meeting.)

Symphony Court – 5217 & 5163 S Military Trail (ANX-25-03, CPA-25-04, and ZC-25-04)
A request for a voluntary annexation (ANX-25-03) of 2 parcels of land totaling 8.91 acres, a Small-Scale Future Land Use Amendment (CPA-25-04) from Palm Beach County Medium Residential 5 to City Residential High Density and a Rezoning (ZC-25-04) from PBC Agricultural Residential to City Residential High. (Approved 4-0 at the June 11, 2026, PZB Meeting; Scheduled for City Council - First Reading on July 20, 2026.)

Talented Teen Club - 305 Swain Boulevard (SP-26-01)
A request for a Minor Site Plan Amendment to add a new 500 square foot pre-fab building on the property to support existing operations. (Heard on June 18, 2026, DRC Meeting; awaiting resubmittal.)

Temple Beth Tikvah - 4550 S Jog Rod (CPA-25-03, ZC-25-03, & SP-87-02F)
A request for Small-Scale Future Land Use Amendment (CPA-25-03) from Residential Low Density (RS-LD) to Commercial (CM), a Rezoning from Residential Low Density (RL-3) to General Commercial (CG), and a Minor Site Plan Amendment (SP-87-02F) to provide for the expansion of the existing adult daycare use from 70 participants to 251 participants. (Completeness Review Comment Letter issued on January 14, 2026; Extension Request Letter from the applicant received on February 12, 2026; Extension Request Letter #2 and #3 received. Resubmitted May 28, 2026; Scheduled for July 16, 2026, DRC Meeting.)

SITE PLAN AMENDMENTS

Buttonwood Plaza EV Charging Stations – (SP-84-05J)
A request for a Minor Site Plan Amendment to add four (4) electric vehicle (EV) charging stations to the plaza. (Scheduled for the July 16, 2026, DRC Meeting.)

Canalakes Homeowners Association – 3107 Poolside Drive (PUD-80-01F)
A request for a Minor Planned Unit Development Amendment (PUD-80-01F) to replace the spa (hot tub) with a splash pad. (Completeness comments sent June 22, 2026.)

Garden Square - 6645 Chickasaw Road (**SP-23-03A, BA-26-01, and PLT-26-02)**
A request for a Minor Site and Development Plan Amendment (SP-23-03A) to revise the elevations, an Administrative Variance (BA-26-01) to reduce the required side yard setbacks, and a Preliminary Plat (PLT-26-02) to allow the development and subdivision of the forty-four (44) unit townhouse development. (Comments provided June 23, 2026, and pending applicant response and resubmittal.).

Truist Bank (River Bridge Centre Outparcel) - 6702 Forest Hill Blvd (SP-87-07A)
A Minor Site and Development Plan Amendment for modifications to the landscaping. (Approved on June 23, 2026.)

TEXT AMENDMENTS

CPA-26-02 – Urban Corridor and Redevelopment Initiatives
A City-initiated Comprehensive Plan Text Amendment pertaining to mixed-use and urban corridor redevelopment initiatives and modify density and intensity standards in targeted areas. (June 11, 2026 PZB Meeting (Approved 4-0); Scheduled for First Reading on July 20, 2026.)

ZTA-26-01 – Urban Corridor and Redevelopment Initiatives
A City-initiated Zoning Text Amendment to modify the development standards in targeted areas, including building height design guidelines and parking. (June 11, 2026 PZB Meeting (Approved 4-0); Scheduled for First Reading on July 20, 2026.)

RESIDENTIAL DEVELOPMENT PROJECTS

Blossom Trail (Nash Trail)
All Project plans approved. Final Engineering Permit issued, Construction Bond and Contract in place. Master Building Permits have been issued for the Townhouse and Single-Family units. Submittals of individual building permit applications in progress.

NON-RESIDENTAL DEVELOPMENT PROJECTS

Church of God 7th Day of Palm Beach – 3535 South Jog Road
All approvals have expired. Special Exception, site and associated development plans, building and engineering permit applications, and outside agency approvals would be required to be submitted to seek/obtain development approval. Adjacent single-family house has complied, and the code enforcement case closed out. House of Worship site has three (3) Special Magistrate board orders accruing fines at $250 day/order. Foreclosure proceedings commenced with March 17, 2026 Special Magistrate Hearing.

GIS

GIS
Staff continues to make updates to the publicly available GIS applications on the city website. As maps and apps are updated, the website links will change accordingly.

The GIS team has completed the GIS needs assessments with most of the departments. The GIS team will meet with the Finance department in late July or early August.

TEMPORARY USE PERMITS

TU-2026-1468 – Blossom Trail Model Home – 5189 Begonia Circle
A request from DR Horton for a model home to be used for showing at 5189 Begonia Circle within the Blossom Trail Planned Unit Development. (Application under review by Staff, pending CO and City Engineer sign off.)

TU-2026-1469 – Blossom Trail Model Home – 5193 Begonia Circle
A request from DR Horton for a model home to be used for showing at 5193 Begonia Circle within the Blossom Trail Planned Unit Development. (Application under review by Staff, pending CO and City Engineer sign off.)

LIVE ENTERTAINMENT PERMITS

Staff is coordinating with PBSO for reports of any incidents observed and reported for alcohol serving establishments open after 2 am or operating without benefit of a Live Entertainment Permit. Follow-up is being provided and any noncompliance issues addressed with businesses.

LE 2025-2583 – Coco Mambo LLC – 3745 South Military Trail

A request for a Live Entertainment Permit for no more than four (4) nights per week from 7:00 pm to 1:00 am. (Code Enforcement Violation Notice sent via Certified Mail on June 30, 2026.)

LE 2025-2959 – El Sabor Latino – 2202 South Jog Road
A request for a Live Entertainment Permit for daily from 8:00 pm to close of business. (Code Enforcement Violation Notice sent via Certified Mail on June 30, 2026.)

LE 2024-2729 – El Valle Hondu-Mex Restaurant – 4992 10th Avenue North
A request for a Live Entertainment Permit for Friday and Saturday's from 9:00 pm to 1:30 am and for scheduled sports games. (Code Enforcement Violation Notice sent via Certified Mail on June 30, 2026.)

LE 2025-2353 – Reggae Jerk of the Palm Beaches LLC – 2178 Jog Road – In Progress
A request for a Live Entertainment Permit to host quarterly "Family and Friends Fish Fry" events until 1:30 a.m. on event dates. (Code Enforcement Violation Notice sent via Certified Mail on June 30, 2026.)

FY 2026 Data:

APPROVALS ISSUED	CURRENT PERIOD	FYTD 2026	FY 2026 BUDGET
Annexation	0	0	2
Comprehensive Plan Amendment	0	0	3
Zoning Changes	0	0	3
Special Exceptions	0	1	4
Site Plans	0	1	5
Site Plan Amendments	4	8	8
Variances	0	2	3
Zoning Text Amendments	0	2	4
Master Sign Plan	0		5
INSPECTION TYPE	**CURRENT PERIOD**	**FYTD 2026**	**FY 2026 BUDGET**
Landscaping	0	30	80
Zoning	0	13	50
Engineering	9	39	50

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

Building Division

Building Department Report
(June 1, 2026 – June 30, 2026)

1) ADMINISTRATION:

a) Researched and completed Eighty-Three (83) lien searches providing open and/or expired permit information.
b) Researched and completed Twenty-One (21) records requests for historical permits.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD NewWorld	DURING THIS PERIOD MGO	FYTD 2026
New Applications Received / Permits Created	11	132	1,948
Applications Approved	10	79	895
Applications Canceled/ VOID	1	0	37
Applications Denied	0	0	1
Applications Reopened	0	0	18
Permits Issued	92	79	1,665
Permits Completed	61	22	1,314
Permits Canceled	3	0	64
Permits Reopened	17	0	112
Permits Expired	2	0	118
Inspections Performed	164	218	3,491
Construction Value of Permits Issued	$2,352,716.26	$ 3,223,252.27	$30,081,340.5
Construction Reinspection Fees	$450.00	$0	$135,303.41
Extension/Renewal Fees	$387.50	$0	$3,462.89
CO's Issued	9	0	30
CC's Issued	0	0	0
Temporary CO's Issued	1	0	7

3) BUSINESS AND CONTRACTOR REGISTRATION:

(See Attached Summary Reports)

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

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
TWH	5004 Marigold Way		New TWH	2026-515
TWH	5006 Marigold Way		New TWH	2026-514
TWH	5010 Marigold		New TWH	2026-512
TWH	5012 Marigold		New TWH	2026-511
TWH	5014 Marigold		New TWH	2026-510
SFH	5010 Begonia		New SFH	2026-502
TWH	5202 Marigold		New TWH	2026-498
TWH	5204 Marigold		New TWH	2026-497
TWH	5206 Marigold		New TWH	2026-496
TWH	5208 Marigold		New TWH	2026-495
TWH	5210 Marigold		New TWH	2026-494
TWH	5212 Marigold		New TWH	2026-493
TWH	5214 Marigold		New TWH	2026-492
TWH	5216 Marigold		New TWH	2026-491
Asian Restaurant	2902 S Jog Rd		Interior Renovation	2026-391
Habitat for Humanity	4639 Lake Worth Rd		Partition Walls	2026-517
Dollar Tree	6358 Forest Hill Blvd	12057	Interior Remodel	2026-524
AHR Property	4752 S Jog Rd		Interior Reno Walls	2026-566

Applebees	6707 Forest Hill Blvd	3,128	Interior Exterior Remodel	2026-0684
SFH	4108 Raulenson Dr	2,400	New SFH	2025-2948
Murphy Oil USA	6270 Forest Hill Blvd	2,824	Convenience Store	2025-2411
SFH	425 Swain Blvd	1,608	New SFH	2025-1959

5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
Culvers	6120 Lake Worth Rd		Interior Remodel	2026-1166
Mobile Home	960 Bayivew Rd	1,152	New Mobile Home	2025-2909
SFH	504 Swain Blvd	1,685	New SFH	2025-2270
Walmart	6294 Forest Hill Blvd		Interior Exterior Remodel	2026-0696
Publix Liquor	4805 S Military	1,130	Interior Remodel	2026-0307
Phonexi Mngmt	6135 B Lake Worth Rd		Interior buildout	2026-0784
Blossom Trial	5901 Begonia Cir	3,926	Clubhouse	2025-2421
Heritage Career Institute	4568 Lake Worth Rd		Interior Remodel	2026-0395
Fire Station	5095 S Haverhill Rd		Bunkhouse Conversion	2025-2360

6) PROJECTS IN PROGRESS – PRINCIPAL NEW CONSTRUCTION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
TWH	6202 Begonia Cir		New TWH	2026-0505
TWH	6204 Begonia Cir		New TWH	2026-0504
TWH	6206 Begonia Cir		New TWH	2026-0503

TWH	6208 Begonia Cir		New TWH	2026-0502
TWH	6210 Begonia Cir		New TWH	2026-0501
TWH	6212 Begonia Cir		New TWH	2026-0500
TWH	6214 Begonia Cir		New TWH	2026-0499
TWH	6216 Begonia Cir		New TWH	2026-0498
SFH	5077 Petunia Way		New SFH	2026-0793
SFH	5081 Petunia Way		New SFH	2026-0495
SFH	5085 Petunia Way		New SFH	2026-0496
SFH	5089 Petunia Way		New SFH	2026-0497
SFH	5189 Begonia Cir	2,034	New SFH	2026-0426
SFH	5193 begonia Cir	3,059	New SFH	2026-0427
TWH	5501 Begonia Cir	1,472	New TWH	2026-0490
TWH	5503 Begonia Cir	1,446	New TWH	2026-0491
TWH	5505 Begonia Cir	1,446	New TWH	2026-0492
TWH	5507 Begonia Cir	1,446	New TWH	2026-0493
TWH	5509 Begonia Cir	1,472	New TWH	2026-04494
Santa Catalina Bldg A	3145 S JOG RD	7,325	New Construction Development of Medical Offices	2024-2721
Santa Catalina Bldg B	3197 S JOG RD	7,325	New Construction Development of Medical Offices	2024-2722

Business Listing Report

Business BTR **New** Between 6/1/2026 To 6/30/2026

Generated 7/1/2026

BTR Number	BTR Type	Business	Licensee	Address	Phone	Extension	Email Address	Start of Business	End of Business
Business BTR New									
Food									
BTR-2026-155	Business Tax Receipt	BIN FOOD LLC *HOLD - NEED STATE LICENSE*	BIN FOOD LLC, Jin Bin Liu	6484 Lake Worth Rd , Greenacres FL 33463	(718) 799-2833		wenxin@kaatinc.com	6/24/2026	
BTR-2026-156	Business Tax Receipt	Radical Root	Radical Root, Mary McCormack	6376 Forest Hill Blvd , Greenacres FL 33415	(862) 777-0783		jacob@21lambs.com	6/25/2026	
Food Totals: 2									
General Retail									
BTR-2026-137	Business Tax Receipt	Rich Automotive and Tire LLC	Rich Automotive and Tire llc, Stephen Rich	3838 Jog Rd , Greenacres FL 33467	(786) 262-4758		Chris@allcountyautorepair.com	6/4/2026	
General Retail Totals: 1									
General Service									
BTR-2026-131	Business Tax Receipt	Le Sinitrui Barber Shop, LLC *HOLD*REV-LEASE*INSP*	Le Sinitrui Barber Shop, LLC, Pierre Lafaille	5371 10th Ave N , Greenacres FL 33463	(561) 983-2506		pierrelafaille121@gmail.com	6/1/2026	
BTR-2026-133	Business Tax Receipt		Lilies Assisted Living,LLC, Taneisha Dunn	5940 Piney Ct. , Greenacres FL 33463	(561) 275-3153		taneishaedwards63@yahoo.com	6/3/2026	
BTR-2026-142	Business Tax Receipt	Be Pretty Studio and Academy Corp	Be Pretty Studio and Academy Corp, Claudia Marichal Brito	3951 S Jog Rd 116, Greenacres FL 33467	(786) 768-7207		beprettystudio22@yahoo.com	6/9/2026	
BTR-2026-144	Business Tax Receipt	Essential Healing of South Florida, Inc	Essential Healing of South Florida, Inc, Maria Bonet	6415 Lake Worth Rd 204, Greenacres FL 33463	(561) 403-9643		director@essentialhealingflorida.co	6/11/2026	
BTR-2026-149	Business Tax Receipt	Happy Village Behavioral Services	Happy Village Behavioral Services LLC, Jose Franco	3900 Woodlake Blvd , Greenacres FL 33463	(970) 545-1283		happyvillageaba@gmail.com	6/16/2026	
BTR-2026-152	Business Tax Receipt	FW Healthcare Services INC	FW Healthcare Services INC, LEROY Francis	3900 Woodlake Blvd 200-19, Greenacres FL 33463	(772) 284-7371		info@fwhealthcare.biz	6/23/2026	
BTR-2026-157	Business Tax Receipt	APFRMB PLLC	APFRMB PLLC, Anthony Hulme	6426 Melaleuca Ln , Greenacres FL 33463	(561) 727-9378		ALHULMEDPT@YAHOO.COM	6/25/2026	
BTR-2026-159	Business Tax Receipt	STALLONE MONEY TRANSFER SERVICES *HOLD for state license*	STALLONE MONEY TRANSFER SERVICES, Stallone Annulysse	6424 LAKE WORTH RD. , GREENACRES FL 33463	(561) 971-9579		stallonetransfer@gmail.com	6/25/2026	
BTR-2026-160	Business Tax Receipt	Fountain Cleaners	Fountain Cleaners LLC, MARIA LETICIA CALLES MENJIVAR	4602 S Jog Road , Greenacres FL 33467	(561) 714-3886		Menjivarletizia@gmail.com	6/25/2026	
BTR-2026-162	Business Tax Receipt	A Friendly Bless Home Care Services Inc	A Friendly Bless Home Care Services Inc, Sandra Aviles Cruz	6801 Lake Worth Rd 125 , Greenacres FL 33467	(561) 633-0585		afriendlyblesshcs@gmail.com	6/25/2026	

BTR-2026-171	Business Tax Receipt	WMPP ENTERPRISES, INC	WMPP ENTERPRISES, INC, Tanecia Ward	3900 Woodlake Blvd. Suite 202, Greenacres FL 33463	(800) 498-5535	info@wmppenterprisesinc.com	6/30/2026
General Service Totals: 11							
Home Based							
BTR-2026-138	Business Tax Receipt	DD & M PAINTING SOLUTIONS LLC	DD & M PAINTING SOLUTIONS LLC, Diana Marcela Sevillano Antero	4597 Gladiator Cir , Greenacres FL 33463	(561) 310-0775	ddympaintingsolutions@gmail.com	6/4/2026
BTR-2026-145	Business Tax Receipt	America DME LLC	America DME LLC, Anderson Joseph	5802 S 37th Ct , Greenacres FL 33463	(561) 232-7884	americadme1987@gmail.com	6/11/2026
BTR-2026-146	Business Tax Receipt	OLV Transport LLC	OLV Transport LLC, OSVALDO LOPEZ VALLEJO	323 Knotty Pine Cir D2 , Greenacres FL 33463	(772) 775-2105	olvtranport71@gmail.com	6/15/2026
BTR-2026-148	Business Tax Receipt	Medeor Medical	Medeor Medical, Kimberly Watt	2608 Seminole Palms Dr , Greenacres FL 33463	(561) 758-3884	medeormedical1@gmail.com	6/16/2026
BTR-2026-151	Business Tax Receipt	Master Builders & Logistics LLC	Master Builders & Logistics LLC, Carlo Santos	1602 16th Ln , greenacres FL 33463	(561) 536-8251	carlotilo1@hotmail.com	6/23/2026
BTR-2026-154	Business Tax Receipt	Sweet By Emilee LLC	Sweet By Emilee LLC, Angelina Martinez	120 Wedgewood Lakes S , Greenacres FL 33463	(347) 313-6071	amartinez0127@hotmail.com	6/24/2026
BTR-2026-161	Business Tax Receipt	Artistic Lighting 1, LLC	Artistic Lighting 1 LLC, John Rooney	1278 Olympic Cir , Greenacres FL 33413	(561) 358-7518	JROO8896@GMAIL.COM	6/25/2026
BTR-2026-163	Business Tax Receipt	Sandeep Singh Bookkeeping	Sandeep Singh Bookkeeping, Sandeep Singh	219 Foxtail Dr B, Greenacres FL 33415	(561) 460-1278	sansingh11@pm.me	6/25/2026
Home Based Totals: 8							
Insurance							
BTR-2026-165		Centene Venture Co Florida	Centene Venture Co Florida	7700 Forsyth Blvd , St Louis MO 63105			6/26/2026
BTR-2026-166	Business Tax Receipt	Cimarron Insurance Co	N/A	7301 Carmel Executive Park Ste 102, Charlotte NC 28226			6/26/2026
BTR-2026-167	Business Tax Receipt	Health Net Life Insurance Co	N/A	Mail Code CA-102-25-05, 21650 Oxnard St 25th Flr, Woodland			6/26/2026
BTR-2026-168	Business Tax Receipt	Independence American Insurance Co	N/A	666 3rd Ave Flr 23, New York NY 10017			6/26/2026
Insurance Totals: 4							
Professionals							
BTR-2026-134	Business Tax Receipt	Patrick Dudley at Apex Physical Therapy	Apex Physical Therapy, Patrick Dudley	6724 Forest Hill Blvd , Greenacres FL 33413	(618) 803-4132	invoices@apexnetworkpt.com	6/4/2026
BTR-2026-135	Business Tax Receipt	Ryan Kennedy at Apex Physical Therapy	Apex Physical Therapy, Ryan Kennedy	6724 Forest Hill Blvd , Greenacres FL 33413	(618) 803-4132	invoices@apexnetworkpt.com	6/4/2026
BTR-2026-136	Business Tax Receipt	Joshua Rene at Apex Physical Therapy	Apex Physical Therapy, Joshua Rene	6724 Forest Hill Blvd , Greenacres FL 33413	(618) 803-4132	invoices@apexnetworkpt.com	6/4/2026

BTR-2026-143	Business Tax Receipt	Maria Bonet - Essential Healing of South Florida Inc	Essential Healing of South Florida, Inc, Maria Bonet	6415 Lake Worth Rd 204, Greenacres FL 33463	(561) 403-9643	director@essentialhealingflorida.com	6/11/2026
BTR-2026-164	Business Tax Receipt	Dedicated Senior Centers of Florida - Dr Morrero Rodriguez	Dedicated Senior Medical Centers of Florida, Osney Marrero Rodriguez	4998 10th Ave N , Greenacres FL 33463	(804) 873-6815	kara.schwing@jencaremed.com	6/26/2026

Professionals Totals: 5

Rental

BTR-2026-132		Rental 3093 Grandiflora Dr	Wendy Chinsee	3093 Grandiflora Dr , Greenacres FL 33467	(561) 635-7231	chenjie912@yahoo.com	6/2/2026
BTR-2026-139	Rentals	Rental	Intergrated Trust 2 LLC, Walter St Surin	3374 Perimeter Dr , Greenacres FL 33467	(561) 895-9773	wstsurin@irp18.com	6/4/2026
BTR-2026-140	Rentals	Rental	Jia Song Chen	3080 Grandiflora Dr , Greenacres FL 33467	(646) 220-5175	jiasong1314chen@gmail.com	6/4/2026
BTR-2026-141		Rental	Samir Frangieh Trust, Harvey Vedder	3059 Grandiflora Dr , Greenacres FL 33467	(561) 360-0183	harved123@yahoo.com	6/5/2026
BTR-2026-147	Rentals	Residential Rental	Progress Residential Mgmt Svcs LLC	6717 Stonecreek St , Greenacres FL 33413	(833) 774-7377	rentalregistrations@rentprogress.co	6/16/2026
BTR-2026-150	Rentals	Rental-4732 GLADIATOR CIR	4732 GLADIATOR CIR, GREENACRES, FL 33463, Shuping Ge	4732 GLADIATOR CIR , GREENACRES FL 33463	(954) 756-2616	shge01@yahoo.com	6/17/2026

Rental Totals: 6

Business BTR New Total: 37

CITY OF GREENACRES
Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary
From Date: 6/1/2026 - To Date: 6/30/2026

	Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
Food	25% Late Fee	1	0	$75.31	$0.00	$75.31
	Collection Fee	1	0	$25.00	$0.00	$25.00
	Delinquent over 150 Days Fee	1	0	$100.00	$0.00	$100.00
	Food	3	0	$653.26	$0.00	$653.26
	Food Service Annual Fire Inspection - More than 10 Seats	1	0	$151.58	$0.00	$151.58
	Initial Annual Fire Inspection	2	0	$150.00	$0.00	$150.00
	Zoning Review Fee	2	0	$100.00	$0.00	$100.00
	Food Totals:	**11**	**0**	**$1,255.15**	**$0.00**	**$1,255.15**
General Retail	General Retail	3	0	$433.02	$0.00	$433.02
	General Service	1	1	$58.11	($58.11)	$116.22
	Initial Annual Fire Inspection	1	0	$75.00	$0.00	$75.00
	Zoning Review Fee	1	0	$50.00	$0.00	$50.00
	General Retail Totals:	**6**	**1**	**$616.13**	**($58.11)**	**$674.24**
General Service	25% Late Fee	5	0	$246.99	$0.00	$246.99
	Collection Fee	3	0	$75.00	$0.00	$75.00
	Cosmetology & Barber	1	0	$4.06	$0.00	$4.06
	Delinquent over 150 Days Fee	3	0	$300.00	$0.00	$300.00
	General Retail/General Service/Industrial/Wholesale Annual Fire Inspection - Less than 500 Sq. Ft.	4	0	$240.00	$0.00	$240.00
	General Service	13	0	$1,290.04	$0.00	$1,290.04
	Initial Annual Fire Inspection	5	0	$375.00	$0.00	$375.00
	Professional/Office	2	0	$183.05	$0.00	$183.05
	Zoning Review Fee	4	0	$200.00	$0.00	$200.00
	General Service Totals:	**40**	**0**	**$2,914.14**	**$0.00**	**$2,914.14**
Home Based	25% Late Fee	1	0	$20.35	$0.00	$20.35
	Collection Fee	1	0	$25.00	$0.00	$25.00
	Delinquent over 150 Days Fee	1	0	$100.00	$0.00	$100.00
	Home Based	9	0	$406.99	$0.00	$406.99
	Zoning Review Fee	8	0	$400.00	$0.00	$400.00

CITY OF GREENACRES
Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary
From Date: 6/1/2026 - To Date: 6/30/2026

	Home Based Totals:	**20**	**0**	**$952.34**	**$0.00**	**$952.34**
Professionals	25% Late Fee	4	0	$193.96	$0.00	$193.96
	Collection Fee	4	0	$100.00	$0.00	$100.00
	Delinquent over 150 Days Fee	4	0	$400.00	$0.00	$400.00
	General Retail/General	2	0	$120.00	$0.00	$120.00
	Service/Industrial/Wholesale Annual Fire Inspection - Less than 500 Sq. Ft. General Service	3	0	$348.66	$0.00	$348.66
	Professional/Office	10	0	$976.26	$0.00	$976.26
	Professionals Totals:	**27**	**0**	**$2,138.88**	**$0.00**	**$2,138.88**
Rental	25% Late Fee	17	0	$172.55	$0.00	$172.55
	Collection Fee	13	0	$325.00	$0.00	$325.00
	Delinquent over 150 Days Fee	11	0	$1,100.00	$0.00	$1,100.00
	Rental Property	22	0	$791.92	$0.00	$791.92
	Rental Totals:	**63**	**0**	**$2,389.47**	**$0.00**	**$2,389.47**
	Grand Total:	**167**	**1**	**$10,266.11**	**($58.11)**	**$10,324.22**

Code Compliance Division

Code Compliance Report

(June 1, 2026 – June 30, 2026)

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2026
Inspections Related to Active Code Cases	30	209
New Cases Started	24	139
Cases Complied	11	44
Current Open Cases	532	2086
Notices Sent	34	333
Illegal Signs Removed from right-of-way	255	2693
Inspections Not Related to Active Code Cases	30	237
Complaints Received and Investigated	11	63

Department Report

Meeting Date: July 20, 2026

From: Philip Harris, Director

Subject: Economic Development.

Background

BACKGROUND

During June 2026, the Economic Development Department continued advancing the City of Greenacres' strategic priorities through business attraction, redevelopment, small business development, workforce initiatives, and regional partnerships. The Department achieved significant progress by expanding opportunities for local businesses, strengthening relationships with regional organizations, and promoting Greenacres as a premier destination for investment, tourism, and entrepreneurship.

As Greenacres celebrates its Centennial Year, these collaborative efforts continue to reinforce the City's reputation as a forward-thinking, business-friendly community committed to sustainable economic growth and an enhanced quality of life for residents and businesses alike.

Analysis

1. REDEVELOPMENT AND INVESTMENT OUTREACH

Corridor Redevelopment and Hotel Investment

Throughout June, the Department continued strategic discussions with developers, property owners, and investors regarding redevelopment opportunities along the Lake Worth Road commercial corridor.

Meetings focused on attracting hotel, mixed-use, multifamily residential, retail, and workforce housing developments that complement the City's long-term vision for economic revitalization. These conversations support Greenacres' goals of expanding the tax base, enhancing commercial corridors, creating new employment opportunities,

and encouraging private-sector investment.

The sustained interest from development partners demonstrates growing market confidence in Greenacres and reflects the City's proactive approach to cultivating high-quality redevelopment opportunities.

2. STRATEGIC PARTNERSHIPS AND COMMUNITY ENGAGEMENT

Discover The Palm Beaches Hospitality Showcase

On June 12, 2026, the City of Greenacres partnered with Discover The Palm Beaches to host one of the region's premier hospitality networking events at the Greenacres Community Center.

The event welcomed more than 100 hospitality professionals and featured 30 local businesses, providing an exceptional platform for Greenacres restaurants, retailers, attractions, and service providers to connect directly with hotel concierges, front desk managers, bell staff, tourism professionals, and regional partners.

The event successfully:

- Showcased Greenacres as a visitor destination within Palm Beach County;
- Increased visibility for locally owned businesses;
- Created new referral opportunities between hospitality professionals and Greenacres businesses;
- Strengthened relationships with regional tourism organizations; and
- Enhanced the City's growing reputation as a destination for dining, shopping, and unique local experiences.
-

This partnership represents another important step in expanding Greenacres' presence within Palm Beach County's tourism economy while generating new opportunities for local businesses.

Mexican Consulate of Miami – Mobile Consulate Initiative

The Department continued planning efforts with the Consulate General of Mexico in Miami for the upcoming Mobile Consulate Program, scheduled for July 11, 2026.

The Mobile Consulate will provide critical government services directly within Greenacres, including passport renewals, consular identification cards, voter registration, civil registry assistance, legal resources, health and wellness services, and financial education.

In partnership with Prospera, the City will also offer bilingual economic development

resources that include:

- Access to capital;
- Entrepreneurship and business planning;
- Marketing assistance;
- Workforce and employment resources;
- Business recruitment; and
- Small business technical assistance.

This collaborative initiative demonstrates Greenacres' commitment to serving its diverse community while connecting residents and entrepreneurs with resources that foster economic mobility and business success.

3. BUSINESS ASSISTANCE AND ENTREPRENEURSHIP

Florida State University Jim Moran Institute Small Business Bootcamp

The Department launched a new entrepreneurial development initiative in partnership with the Jim Moran Institute for Global Entrepreneurship at Florida State University.

Applications opened for the West Palm Entrepreneurship and Adversity Program (WPEAP), providing aspiring entrepreneurs and existing small business owners with an opportunity to strengthen their business knowledge through an intensive six-week community bootcamp beginning August 15.

Participants will receive instruction in:

- Entrepreneurship;
- Marketing;
- Financial management;
- Business operations;
- Strategic planning;
- One-on-one mentoring; and
- Community resource navigation.

This initiative reflects the Department's commitment to building entrepreneurial capacity and helping local businesses achieve long-term sustainability.

Prospera Technical Assistance

The Department continued its monthly partnership with Prospera, providing bilingual one-on-one consulting services for entrepreneurs seeking to establish, expand, or strengthen their businesses.

Hosted monthly at City Hall, these sessions offer customized assistance related to

financing, business planning, marketing, licensing, and operational growth, ensuring entrepreneurs have access to the technical expertise needed to succeed.

SCORE Business Mentoring

The Department also continued its longstanding partnership with SCORE, providing confidential business mentoring sessions on the third Thursday of each month.

Volunteer business experts assist entrepreneurs and small business owners with strategic planning, startup guidance, expansion strategies, and operational improvements, further strengthening Greenacres' small business ecosystem.

4. BUSINESS RETENTION, EXPANSION, AND COLLABORATION

Open for Business: City Leaders Roundtable

In partnership with the Black Chamber of Commerce of Palm Beach County, the Department finalized preparations for the Open for Business: City Leaders Roundtable, scheduled for July 30, 2026.

The event will connect municipal leaders, procurement professionals, entrepreneurs, contractors, consultants, and local businesses to increase awareness of public-sector contracting opportunities throughout Palm Beach County.

Participants will learn about:

- Municipal procurement processes;
- Vendor registration;
- Certification opportunities;
- Upcoming capital projects;
- Government contracting opportunities;
- Small business support programs; and
- Direct engagement with municipal leaders.

This partnership reinforces the City's commitment to increasing access to government contracting opportunities while supporting the continued growth of local businesses.

Economic Development Business Roundtable

The Department hosted its bi-monthly Economic Development Business Roundtable at the Walmart Neighborhood Market in Greenacres.

The meeting brought together business leaders, educators, workforce organizations, financial institutions, nonprofit partners, and community stakeholders to discuss priorities that will shape Greenacres' future economic success.

Key discussion topics included:

- Commercial redevelopment opportunities;
- Business climate improvements;
- Workforce development initiatives;
- Educational partnerships; and
- The newly established Greenacres Grows Scholars Initiative, which will strengthen connections between local businesses and future workforce development.

The Business Roundtable continues to demonstrate the value of public-private collaboration by fostering meaningful dialogue, identifying shared priorities, and creating strategic partnerships that support economic growth and community prosperity.

CONCLUSION

June 2026 represented another month of measurable progress and positive momentum for the City's Economic Development Department. Through redevelopment outreach, tourism promotion, entrepreneurial support, strategic partnerships, workforce initiatives, and collaborative engagement with the business community, Greenacres continues to strengthen its position as one of Palm Beach County's emerging destinations for investment and innovation.

The Department remains committed to delivering initiatives that expand economic opportunity, support local businesses, attract quality investment, and enhance the quality of life for our residents. As Greenacres continues celebrating its Centennial Year, these efforts reinforce the City's vision of "A Century of Growth" while laying the foundation for continued prosperity in the decades ahead.

Financial Information

Legal

Staff Recommendation

Attachments:

None

Department Report

Meeting Date: July 20, 2026

From:

Subject: Finance.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. 10 Finance Dept Report - June 2026

Department Report

MEETING DATE: July 20, 2026

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Department of Finance Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides activity within the Department of Finance for the reporting period from June 1 through June 30, 2026:

- Continued to work on efficiencies to better serve our internal and external customers

- General Operations
  - Continued Fixed Assets process improvements and conducted the FY2025 10% audit for each department.
  - Continued to collaborate with IT staff, credit merchant providers, and software teams to implement credit card pass through fees changes for CRS departments.
  - Continued the budget process at the department level.
  - Completed and distributed FY2025 Annual Comprehensive Financial Report.
  - Submitted FY2025 award applications for the ACFR and Popular Annual Finance Report.

- Grants
  - Submitted application for FY2025 Staffing For Adequate Fire And Emergency Response (SAFER)

Department Report

Meeting Date: July 20, 2026

From: Inger Christensen, Admin

Subject: Fire Rescue.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. Fire Rescue Report June

Department Report

MEETING DATE: July 20, 2026

FROM: Phillip Konz, Fire Chief

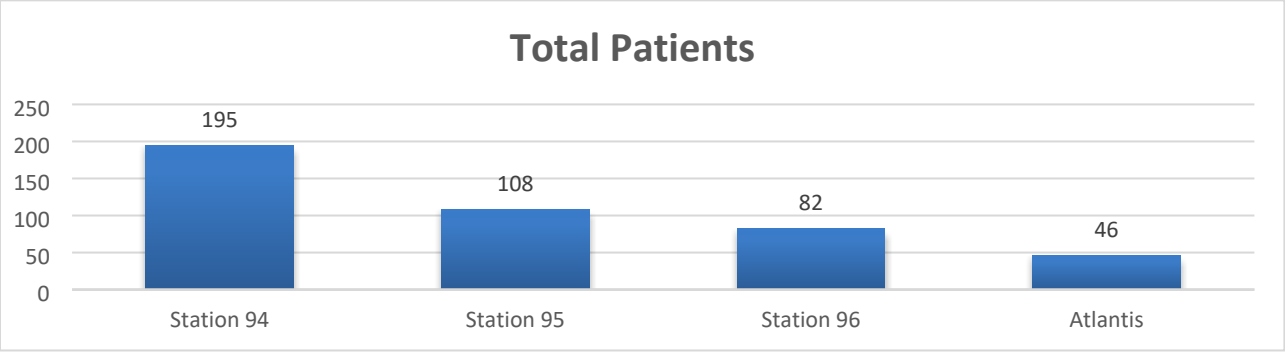
SUBJECT: Fire Rescue June

FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in June	549
Average alarms per day	19.61
Total calls this fiscal year	5,602

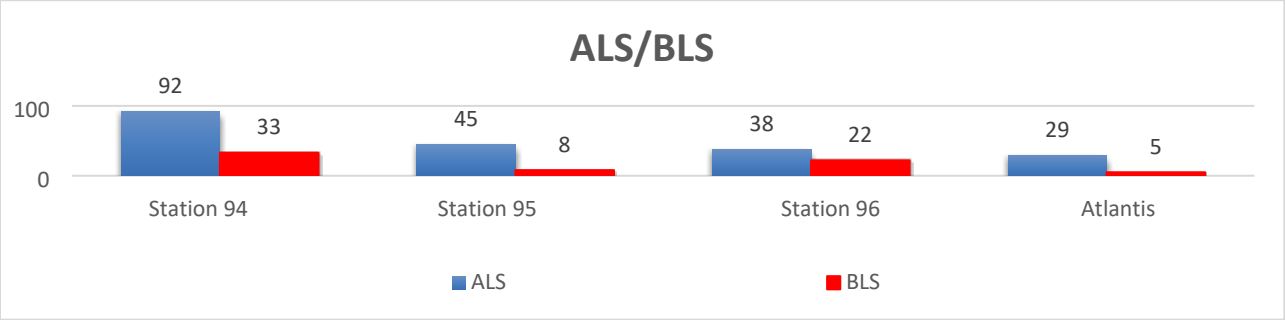
In June 2026, 385 patients were treated for Emergency Medical related services. Of those patients, 46 were in the City of Atlantis. These requests vary from a single unit responding to help an individual who has fallen to the floor, to a cardiac arrest necessitating multiple units, along with a mix of personnel, advanced skills and equipment.

Service Calls, Cancels, and Public Assists totaled 47. The requests include, but are not limited to, people locked out of home, water evacuation, animal problems, police assist, defective elevator, and canceled due to wrong address.



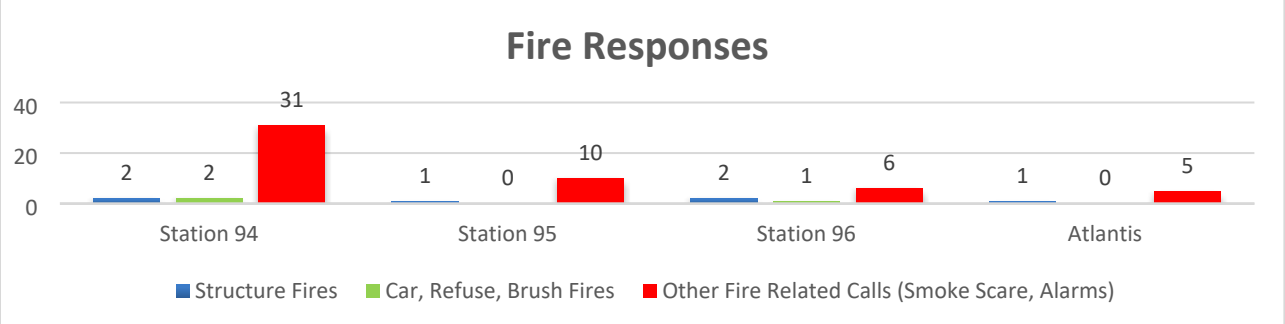
ALS/BLS

Fire Rescue transported 279 patients to a hospital or 72% of the patients we were called to treat. The majority of those (175) required Advanced Life Support procedures. ALS emergencies require additional personnel, specialized equipment, and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.

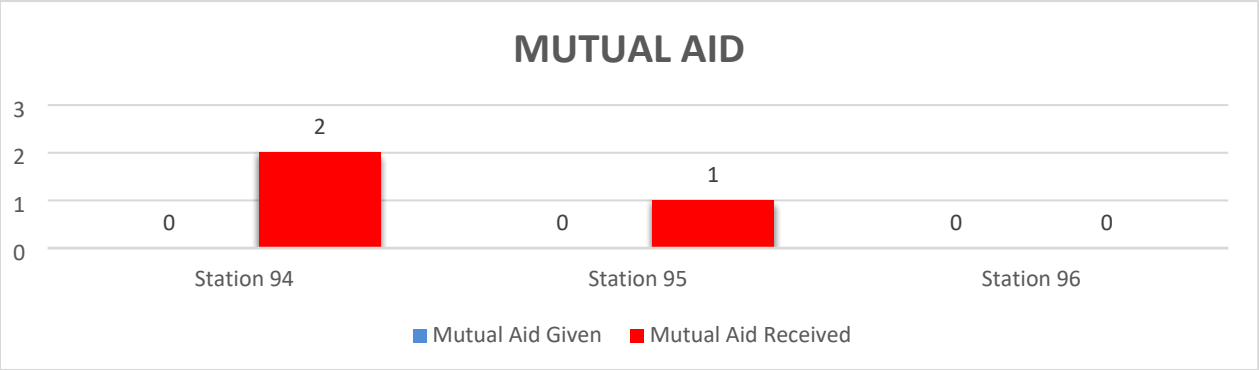


FIRE RESPONSES

Fire Rescue responded to 47 calls for a fire or smoke-related emergency. There were three (3) calls requiring an escalated response to a car, brush, or refuse fire; five (3) were in a residential or commercial structure.



MUTUAL AID

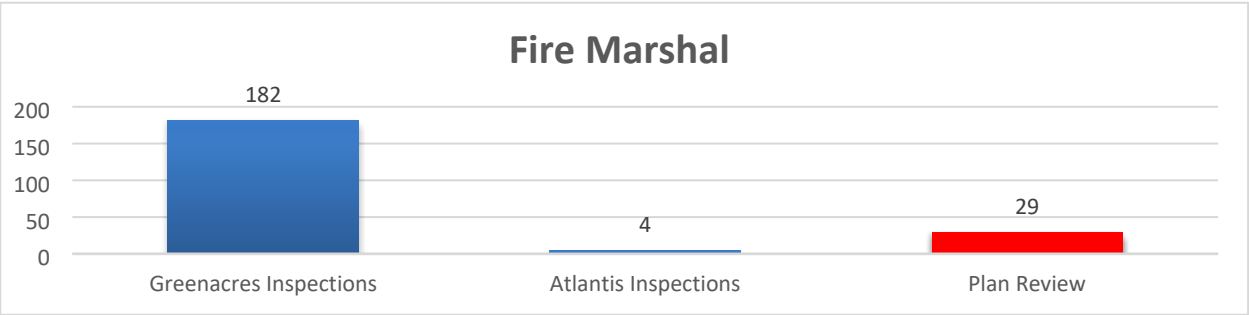


Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system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

FIRE MARSHAL

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

Inspections	186
Plans Review	29
People Displaced due to Fire Incidents	0



SPECIAL SERVICES

Blood Pressure Screenings	1
Presentations, Station Tours/Attendees	1/30
People Trained in CPR	0

Department Report

Meeting Date: July 20, 2026

From:

Subject: Information Technology.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. 2026_06 IT Dept June Report

Department Report

MEETING DATE: July 20, 2026

FROM: Georges Bayard, Director, Information Technology

SUBJECT: Department of Information Technology – June 2026 Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from June 1, 2026 – June 30, 2026.

1. All network equipment has been installed and configured in the new Youth Center building. Most of the Tech Lab equipment has been delivered and pending installation by staff. The final piece will be the server hardware to run the Senet gaming management system, expected in August.
2. Final configuration of the City's public website on the new CivicPlus platform is being done by the vendor working with the Communications Department. IT staff is helping to coordinate content migration with departments ahead of Go-Live, which is currently scheduled to take place on July 30, 2026.
3. Work continues in consultation with Info-Tech on development of a cybersecurity incident response plan, AI policy, and Backup & Disaster Recovery Plan.
4. IT implemented new Room scheduling calendars in Microsoft Outlook, allowing for a streamlined request and approval process for meeting rooms.
5. The IT Application Specialist published training video clips for staff on the intranet (GreenLink), highlighting useful features of Microsoft Office 365 applications.
6. Interviews were conducted to fill the recently vacated IT Support Specialist position. The selected candidate is expected to start employment on 7/23/2026.
7. Monthly KnowBe4 simulated phishing email test results:

   Links clicked: 6; attachments opened: 3; QR codes scanned: 0. Phish-prone users (vulnerable to email phishing attacks): 4.62%, up from 3.09% in the previous month.

SERVICE DESK REQUESTS

June 2026

DEPARTMENT	CURRENT PERIOD	FY 2026 YTD	FY 2026 BUDGET
Administration	7	93	-
Community & Recreation Services	1	48	-
Development & Neighborhood Svcs.	16	152	-
Finance	4	48	-
Fire Rescue	12	84	-
Information Technology	7	23	-
Public Works	2	24	-
Purchasing	3	8	-
Youth Programs	17	30	-
Total Service Desk Requests	**69**	**510**	**750**

IT Department Monthly Activity Report - June, 2026

Number of Total Tickets

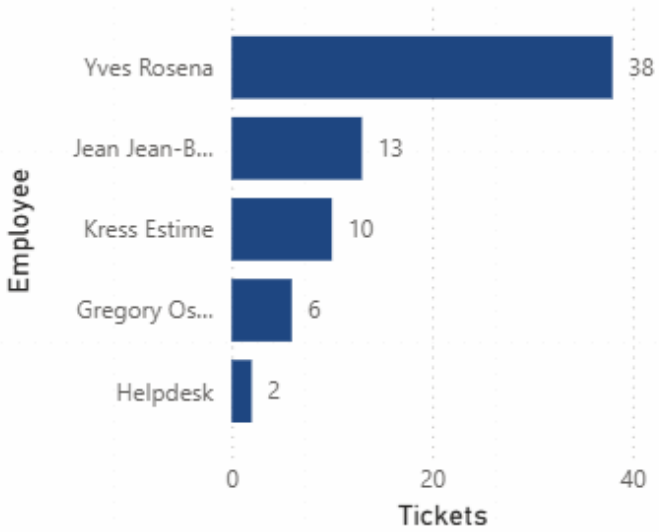
69

Tickets

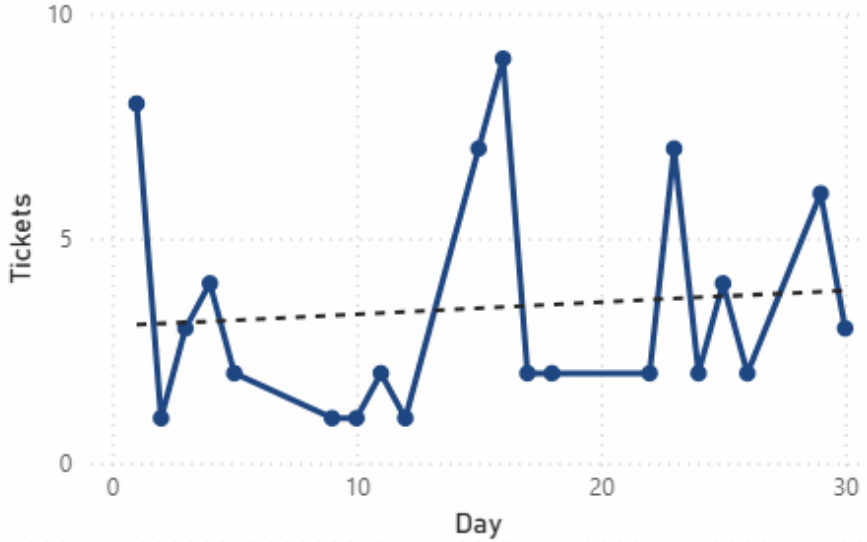
Tickets Resolved



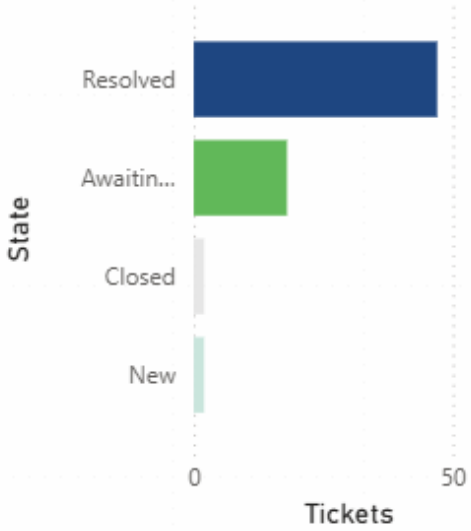
Tickets by Employee



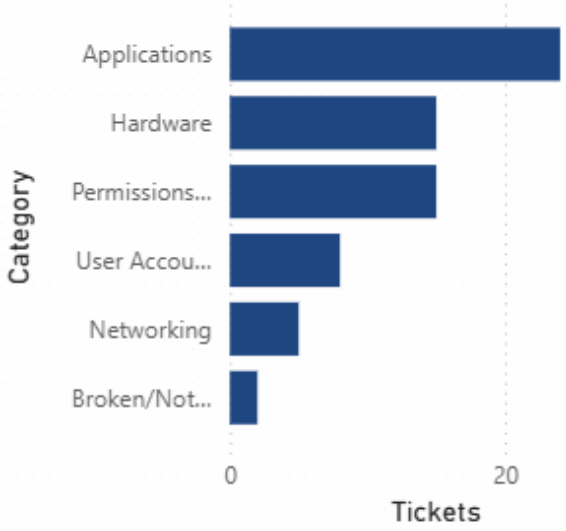
Tickets by Day



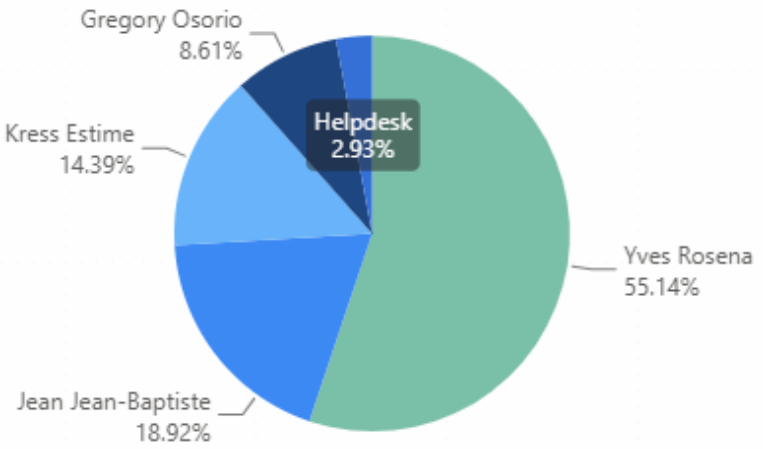
Tickets by State



Tickets by Category



% of Tickets by Employee



Department Report

Meeting Date: July 20, 2026

From:

Subject: Palm Beach Sheriff's Office, District 16.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. D16 Monthly Report - June 2026 - Revised

Department Report

MEETING DATE:

FROM: Captain Craig Turner, PBSO District 16

SUBJECT: PBSO District 16 – June 2026 Report

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	1,577
Traffic Stops (Self-Initiated)	780
Calls for Service (Excluding 1050's & 1061's)	1,604
All CAD Calls - Total	**3,961**
Total Calls for Service – FY 2026 (October 2025 – September 2026)	36,011

Data Source: CADS/Premier 1
*Omit Miscellaneous Calls

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

SUMMARY

During the month, there were generated calls within the district and 60% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	**Total Warnings**
276	258

Data Source: D16 Office Staff/Monthly Report

PBSO MOTORS UNIT	
Total Citations	**Total Warnings**
514	279

Data Source: D16 Office Staff

COMMUNITY POLICING EVENTS

- RBI Food Drive – Pickwick
- Tri – Monthly Award Ceremony
- Conversation with a Deputy
- Harmony in the Streets
- Ignite the Night
- Summer Camp

STREET CRIMES UNIT

- **C/N 26-032820** – District 16 Street Crime Unit Agents learned that a suspect was in custody at the Palm Beach County Jail on an unrelated flee and elude case by FHP. Agents completed an in-custody arrest, charging the suspect with one count of Fleeing/Eluding, one count of Reckless Driving, one count of Sale of Controlled Substance Schedule II (Cocaine), and one count of Sale of Controlled Substance Schedule II (Fentanyl) from a February 2026 case.

- **C/N 26-066159 / 26-066145 –** District 16 Agents conducted surveillance on a known narcotics dealer who was staying at a local motel. Agents observed the suspect enter a nearby parked vehicle and exit within a minute carrying a plastic bag. After the vehicle departed, Agents stopped the suspect for a pedestrian violation and recovered a quarter cookie of crack cocaine. Agents then conducted a traffic stop on the vehicle for a violation. Upon contacting the driver (suspect) Agents developed probable cause to search the vehicle, locating 11.3 grams of crack cocaine, 2.5 grams of fentanyl, and a firearm. Agents arrested the suspect for possession of cocaine, while Agents arrested the other suspect for possession of cocaine with intent to sell within 1000 feet of a church, possession of fentanyl with intent to sell within 1000 feet of a church, and possession of a firearm during a felony. Both individuals were transported to the Palm Beach County Jail.

- **C/N 26-069871** – District 16 Street Crime Unit attempted a traffic stop on a vehicle that refused to stop. The Agent terminated the traffic stop, but maintained surveillance on the vehicle until the driver bailed out nearby. Agents established a perimeter with the assistance of Eagle and K-9. Agents conducted a thorough background check on the subject and learned the individual had a nearby residence. Agents responded to that residence and made contact with the subject who was taken into custody without incident. Agents arrested the suspect for fleeing and eluding, resisting without violence, possession of paraphernalia, and driving while license suspended. The suspect was transported to the Palm Beach County Jail.

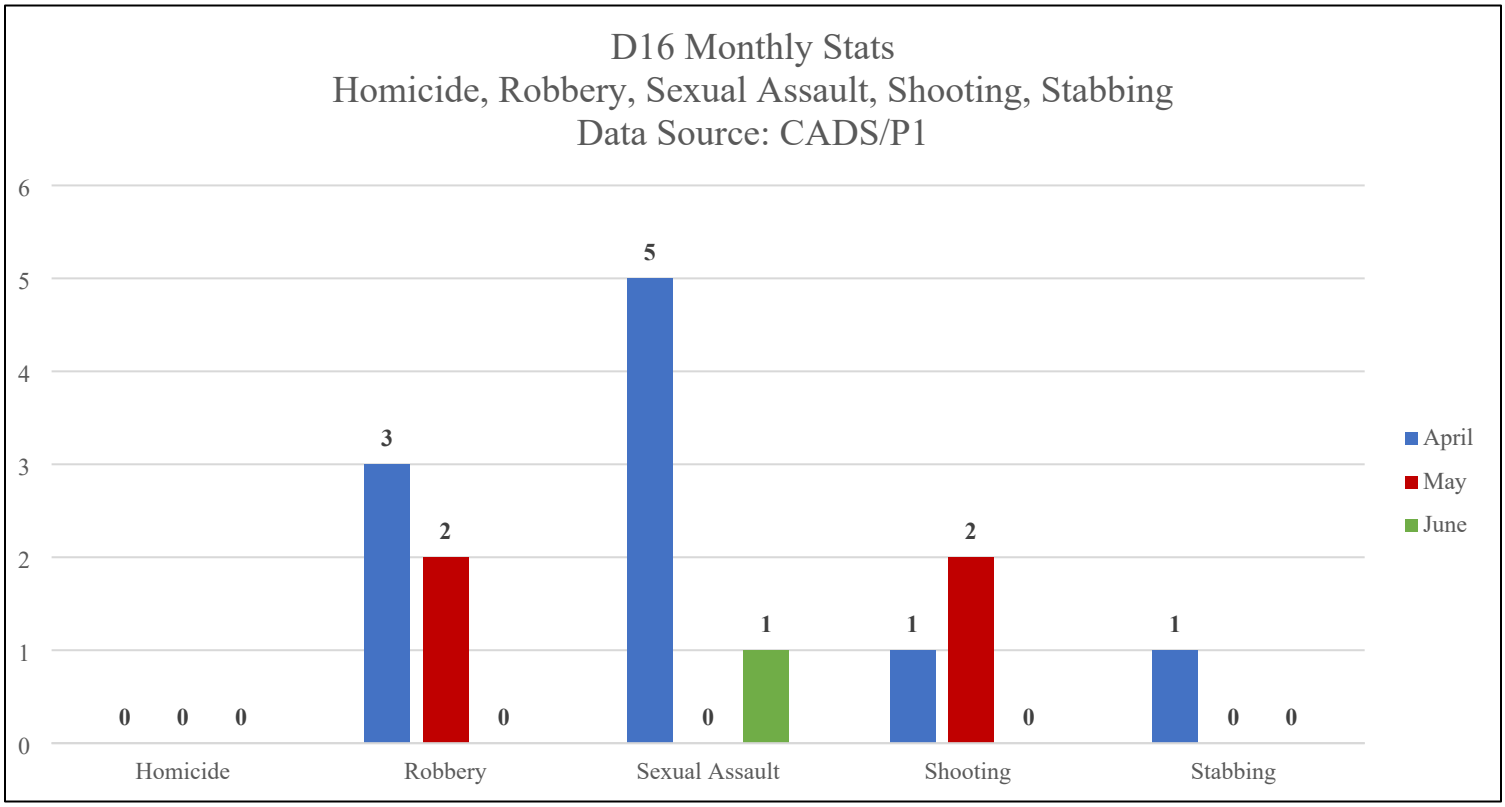
PROPERTY DETECTIVES

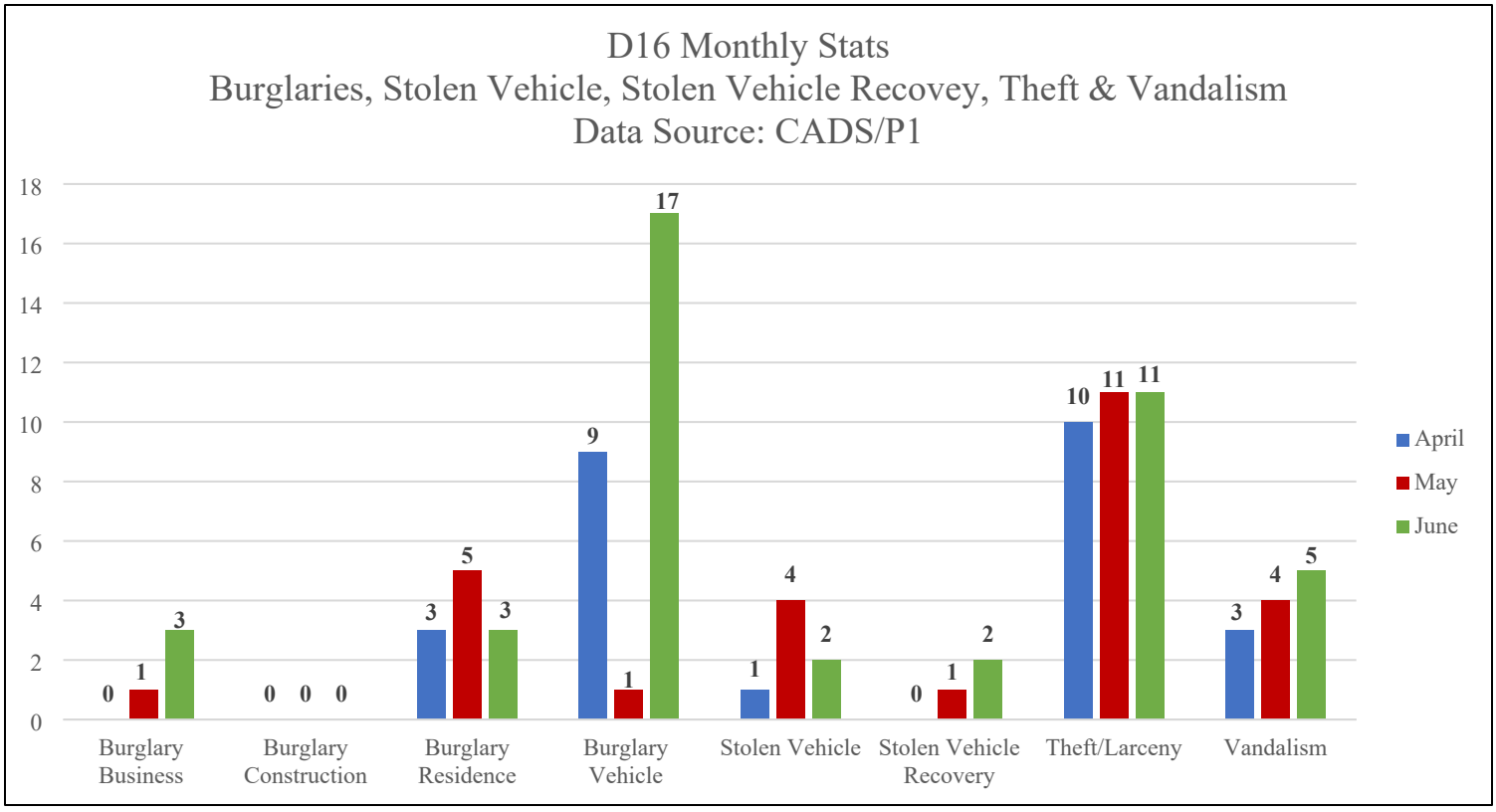
- **C/N 26-066031 / 26-066268 –** On June 2nd, 2026 a retail theft occurred at the CVS, located at 2998 South Jog Road. A black female entered the business, went behind the counter, and stole 3 bottles of perfume. This incident was documented under C/N 26-066031. On June 3rd, 2026 a retail theft occurred at the Walgreens, located at 4020 South Jog Road. The same black female entered the business, went behind the counter, and stole 4 bottles of liquor. This incident was documented under C/N 26-066268. The suspect in both cases was identified. The investigation revealed that in the 3 days preceding this theft, the suspect committed a total of 3 additional retail thefts across Districts 1, 3, and 14. Detectives obtained a tracking warrant and two residential search warrants with District 1 Detective Bureau. All 5 cases were combined, and probable cause was drafted for Aggravated Retail Theft.

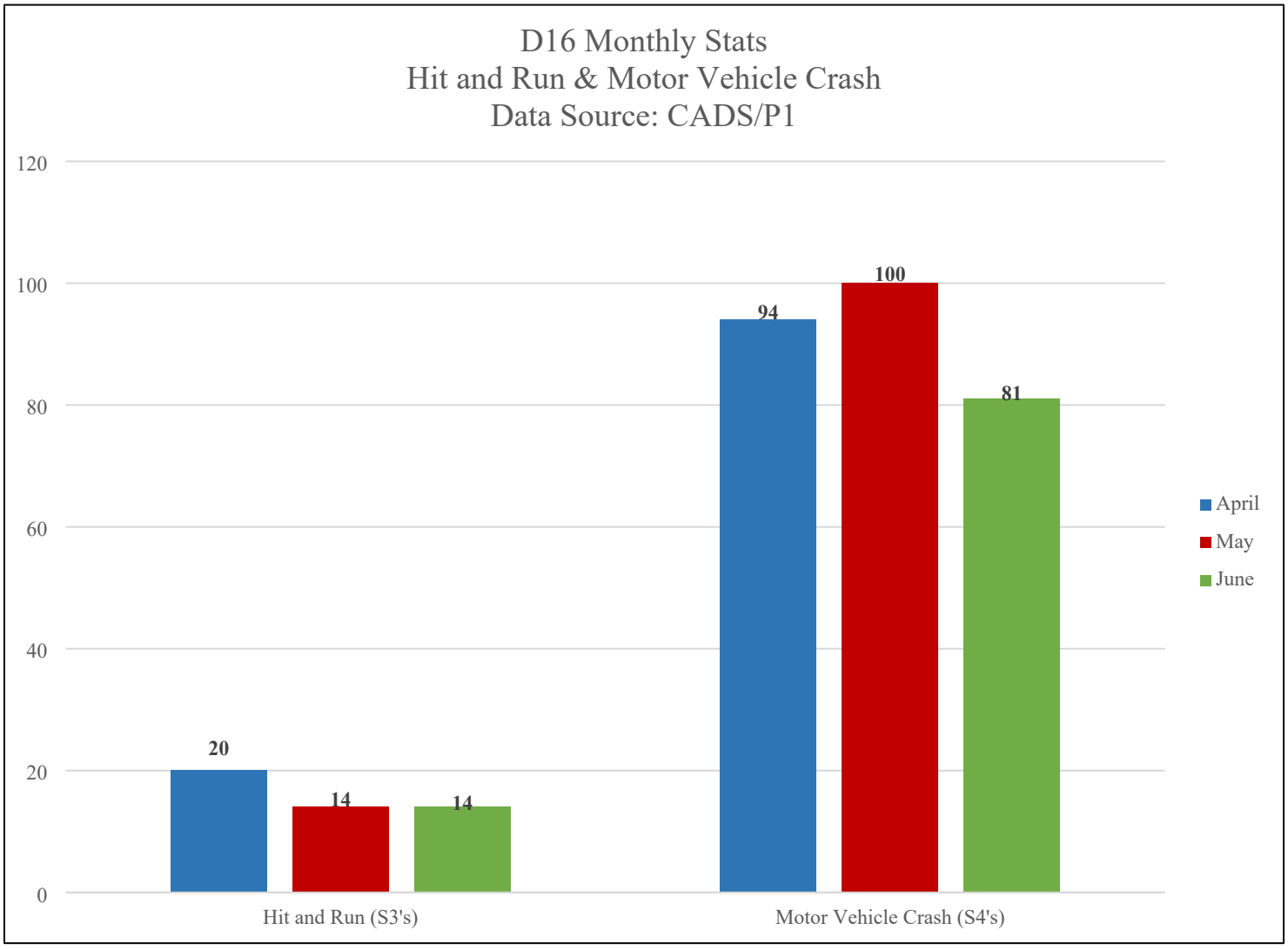
- **26-058987 –** On May 9th, 2026 the victim reported that during the overnight hours a shooting occurred at the Metro PCS store, located at 5823 Lake Worth Road. An unknown subject fired approximately 8 rounds through the storefront window of the unoccupied business, causing several thousand dollars in damage. Several projectors were recovered from the interior of the business, and 4 spent .380 shell casings were recovered from the parking lot. Video surveillance showed two Hispanic males arriving at the location on foot and each firing 4 shots into the business from separate firearms. On June 12th, a residential search warrant was executed leading to the recovery of both firearms used during the crime. Post Miranda suspect 1 provided a full confession and implicated suspect 2. Suspect 2 stated that he was very intoxicated and did not remember the incident, but did not deny his involvement.

DATA ANALYSIS

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

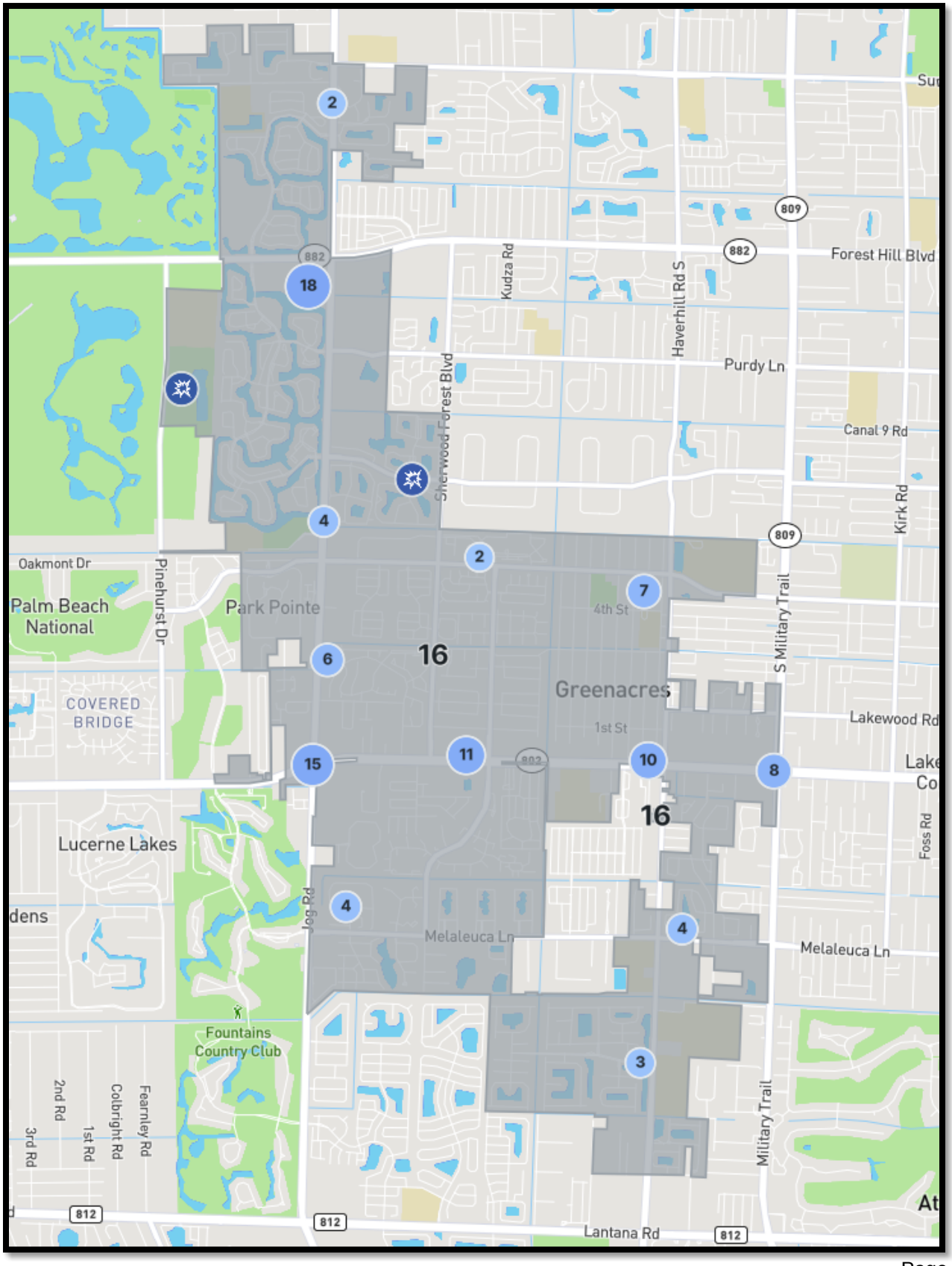



D16 Monthly Stats
Burglaries, Stolen Vehicle, Stolen Vehicle Recovey, Theft & Vandalism
Data Source: CADS/P1
18
16
14
12
10
8
6
4
2
0
0 1 3
0 0 0
3 5 3
9 1 17
1 4 2
0 1 2
10 11 11
3 4 5
Burglary Business
Burglary Construction
Burglary Residence
Burglary Vehicle
Stolen Vehicle
Stolen Vehicle Recovery
Theft/Larceny
Vandalism
April
May
June

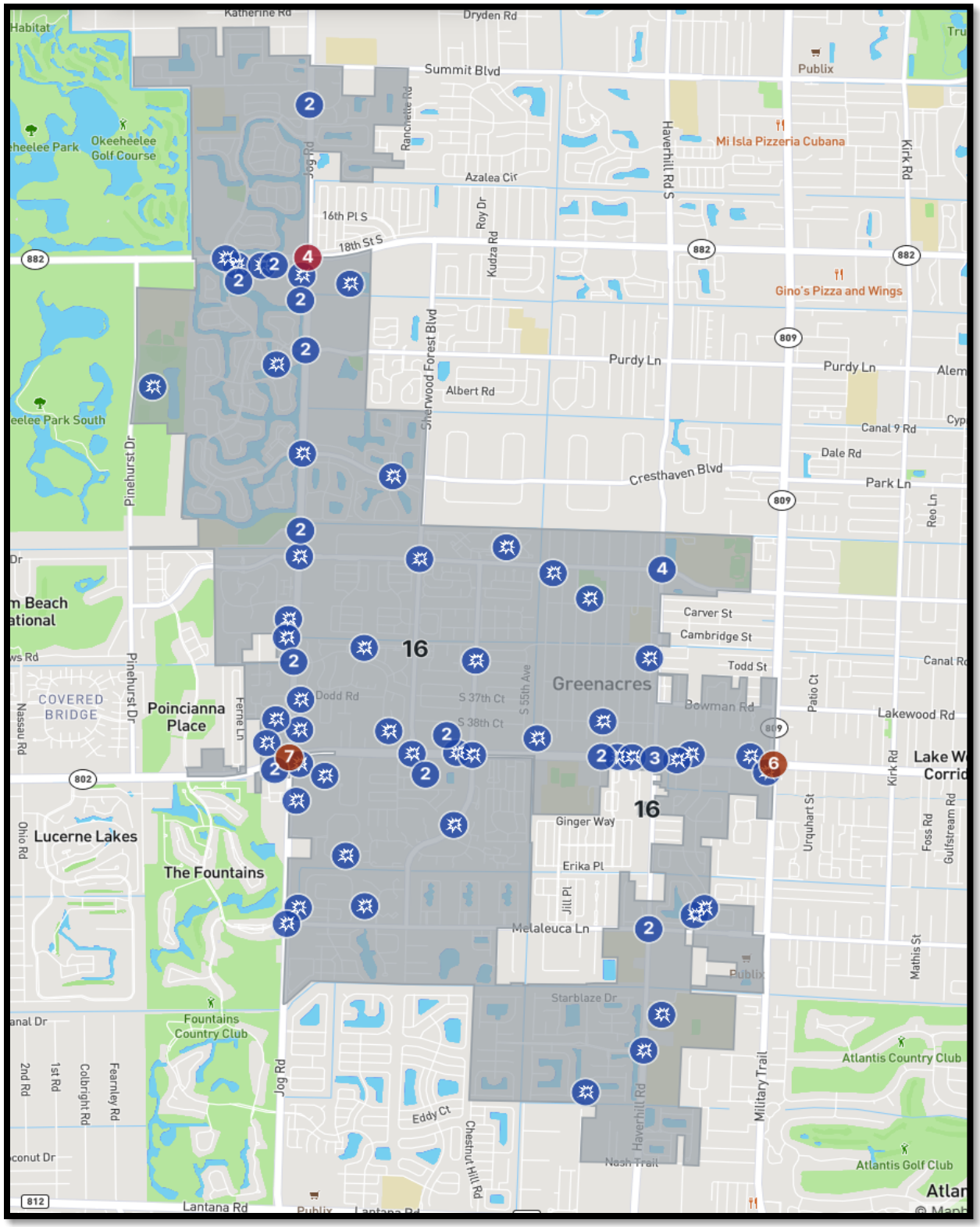

D16 Monthly Stats
Hit and Run & Motor Vehicle Crash
Data Source: CADS/P1
120
100
80
60
40
20
0
20 14 14
94 100 81
Hit and Run (S3's)
Motor Vehicle Crash (S4's)
April
May
June

TOP ACCIDENT LOCATIONS FOR JUNE 2026 - CASE NUMBER INCIDENTS (S3's, 4's & 5V)

Cluster Map of Locations (Grouping based on close proximity)



Pin Map of Locations



Department Report

Meeting Date: July 20, 2026

From:

Subject: Public Works.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. PW Report June 2026

Department Report

MEETING DATE: June 20, 2026

FROM: Carlos Cedeño, Public Works Director

SUBJECT: Public Works Department Report

DEPARTMENT HIGHLIGHTS

Listed below is a summary of the activities undertaken by the Public Works Department during the period of June 1, 2026 through June 30, 2026.

1. ADMINISTRATION:

- CIP updates:
  - 500 Perry Building Demolition and New Playground (CIP#305-032): Demolition Pre Construction meeting has been scheduled and the playground design was completed.
  - Fire Rescue Staff Lounge (CIP# 304-191) Project is 75% complete.
  - Public Works Building Steel Columns Rehabilitation (CIP#304-020) A pre-construction meeting was conducted; project will commence following the issuance of permits.

2. ROADS AND DRAINAGE MAINTENANCE

- Holiday Banners for the 4th of July were installed throughout the City and repairs conducted to the mounting brackets and poles were performed as needed.
- New traffic stripping was installed on Foxtail Drive North and south of Purdy Lane.
- New traffic striping and four way stop signs were installed at the intersections of Jackson Avenue & Fourth Street, Jackson Avenue & Biscayne Drive, S. 57th Ave & Dockside Drive, S. 57th Ave & Inlet Cir and S. 57th Ave & Pier Dr.
- All medians were fertilized on Jog Rd, Lake Worth Rd, 10th Ave and Forest Hill Blvd.

3. VEHICLE MAINTENANCE

- Monthly bus inspections were conducted.
- Public Works vehicles received preventative maintenance.

4. BUILDING SERVICES

- Staff coordinated the exterior and interior painting of Fire Rescue 95, exterior painting of the Health Department WIC Center Building and the installation of new gutters.
- Walk through inspection of the 500 Perry building was conducted, items being removed prior to demolition.

5. PARKS MAINTENANCE

- Trees at Borrowing Owl and Freedom Park were trimmed.
- Staff removed and prepared the areas at Freedom Park soccer field for sod replacement.
- Refurbished landscaping at the entrance to City Hall.

Department Report

Meeting Date: July 20, 2026

From: Monica Powery, Director

Subject: Purchasing.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. Purchasing June Report

Department Report

MEETING DATE: July 20, 2026

FROM: Monica Powery, Director, Purchasing

SUBJECT: Department of Purchasing Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from June 1 through June 30.

a. The Director and Senior Buyer attended the Greenacres Economic Development Business Roundtable Council Meeting on June 25, 2026. The Roundtable was designed to bring together a variety of cross-sections of business and community leadership. The meeting discussed advancing initiatives that support economic development, workforce development, education partnerships, and business growth throughout our city.

b. Solicitations In Progress – Professional Sound System with Stage & Video Wall for City Events; Tents for City Events; Inflatables for City Events; Fascia and Soffit Replacement at Community Hall; and Miscellaneous Electrical Services for Building and Park Facilities.

DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2026 YTD
Purchase Orders Issued	53	647
Purchase Order Amounts	$498,770.94	$37,438,199.80
Solicitations Issued	-	8
Solicitations in Progress	4	-
Central Store Requests	5	33
Contracts Managed	78	78
Purchasing Card Purchases	310	2,964
Purchasing Card Transactions	$50,836.70	$461,063.52
No. of Training Sessions Conducted	-	4

Department Report

Meeting Date: July 20, 2026

From:

Subject: Youth Programs.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

1. June 2026 Report

Youth Programs Department Monthly Report

MEETING DATE: July 20, 2026

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: June 2026 Department Report

PROGRAMMING

- Our Summer Camp program launched on June 4th, operating Monday through Friday from 7:30 a.m. to 5:30 p.m. Camp includes full meal service, providing campers with breakfast, a hot lunch, and snacks.
- June field trips include Ben & Jerry's Ice Cream, Game Truck, Cox Science Center, Pool, Manatee Lagoon, Loggerhead, Busch Wildlife Sanctuary, Lion Country Safari, Miami Zoo and much more.
- June camp photos can be found on YouTube.

PERFORMANCE MEASURMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2026 TO DATE
Summer Camp # of Participants	132	132
# of Participants in Sierra Club ICO	0	48
# of Part's in TOP Program	0	20
# of Licenses Coordinated	1	1
# of MOU's Coordinated	2	2
# of Part.'s in Teen Advisory Council (TAC)	0	8
# of Com. Serv. Learning Projects coordinated	1	2
# of After-hour events coordinated	0	2
# of Presidential Volunteer Service Hours	0	8120

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2026 TO DATE
Early Learning Coalition	$10,181.75	$118,927.28
Parent & Registration Fees	$31,269.62	$156,333.84
Youth Services Department SEL Grant	$0.00	$22,394.40
Textile Funds	$0.00	$1,750.00
Community Foundation Grant	$0.00	$25,000.00