



## CITY OF GREENACRES, FLORIDA

### AGENDA

#### City Council Meeting

Monday, February 6, 2017 – 7:00 p.m.

City Hall Council Chambers  
5800 Melaleuca Lane

#### Mayor and City Council

Samuel J. Ferreri, Mayor

Jonathan G. Pearce, Deputy Mayor

Lisa Rivera, Councilwoman

Peter A. Noble, Councilman

Judith Dugo, Councilwoman

Paula Bousquet, Councilwoman

District IV

District I

District II

District III

District V

#### Administration

Andrea McCue, City Manager

James D. Stokes, City Attorney

Joanna Cunningham, City Clerk

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**Attention All Lobbyists:** Palm Beach County Code of Ordinances, Article VIII, entitled "Lobbyist Registration" requires the registration of all lobbyists prior to engaging in any lobbying activity with the City Council, any City Board or Committee, or any employee as defined in the aforementioned Palm Beach County Ordinance. Copies of the Palm Beach County Ordinance are available upon request in the City Clerk's Office.

Web Site: <http://www.ci.greenacres.fl.us>

**Agenda**  
**City Council Meeting**  
**Monday, February 6, 2017 - 7:00 p.m.**

**Notice:** 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 F.S. 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.

1. **Call To Order and Roll Call.**
2. **Pledge of Allegiance to the Flag.**
3. **Comments From the Public for Agenda Items Only.**
4. **Agenda Approval.**
  - A. Additions, deletions, or substitutions to the Agenda.
  - B. Motion to approve and adopt entire agenda as set.
5. **Special Business.**
  - A. **Proclamation:** “Hands Only CPR Day” for February 11, 2017 - Samuel J. Ferreri, Mayor.
  - B. **Proclamation:** “Random Acts of Kindness Week” for February 12-18, 2017 – Samuel J. Ferreri, Mayor.
  - C. **Proclamation:** “Pink Shirt Day” for February 22, 2017 –Samuel J. Ferreri, Mayor.
6. **Consent Agenda.**
  - A. Motion to Approve Consent Agenda.
    1. **Official Minutes:** City Council Meeting of January 23, 2017 –Joanna Cunningham, City Clerk.
    2. **Resolution No. 2017-09:** a Resolution adopted by the City Council of the City of Greenacres, Florida, authorizing the Traffic Control Jurisdiction Agreement, Exhibit “A”, between the City of Greenacres – Palm Beach County Sheriff’s Office (PBSO) District 16, and the Harvest Pines Homeowners Association, located on the south side of Melaleuca Lane approximately 1,350 feet east of Sherwood Forest Boulevard; and authorizing the appropriate City officials to execute

the Traffic Control Jurisdiction Agreement; pursuant to Staff Memo – Kara Irwin-Ferris, Acting Planning and Engineering Director.

3. **Las Ramblas Plat Approval (SP-15-03)** –Plat approval for the Las Ramblas development located approximately 630 feet west of South Jog Road adjacent to Ramblewood Court; pursuant to Staff Memo. Kara Irwin-Ferris, Acting Planning and Engineering Director.
4. **Santa Catalina Plat Approval (SP-15-04)** –Plat approval for the Santa Catalina development located on the northwest corner of South Jog Road and Jog Park Drive at 3145, 3197, and 3229 South Jog Road; pursuant to Staff Memo - Kara Irwin-Ferris, Acting Planning and Engineering Director.
5. **Board Appointments-** Charter Review Committee Appointments by Councilwoman Paula Bousquet and Mayor Samuel Ferreri. pursuant to Staff Memo – Andrea McCue, City Manager.
6. **Request for Use - “Harmony in the Streets”** – Granting PBSO the use of the Leisure Services Bus for “Harmony in the Streets”; pursuant to Staff Memo – Michelle Thompson, Leisure Services Director.

7. **Regular Agenda.**

- A. **PUBLIC HEARING: Ordinance No.2017-01:** Second Reading; Amending Chapter 14, Traffic and Vehicles, Article I entitled “In General” and Article II entitled “Stopping, Standing, Parking” and repeal of Article III of the City of Greenacres Code of Ordinances providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in Code; and providing for an effective date; pursuant to Staff Memo – Michael Grimm, Building Director.
- B. **Ordinance No. 2017-06:** First reading; Amending Article II, Sec. 2-26 and Sec. 2-27, of the Greenacres Code of Ordinances, increasing the compensation of the Mayor and members of the City Council; providing for a cost of living; providing for certain benefits; providing for a repealer; providing for severability; providing for inclusion in the Code; and providing for an effective date; pursuant to Staff Memo – James D. Stokes. City Attorney.
- C. **Presentation on Building Height and Sign Code Changes** – Kara Irwin Ferris, Acting Planning and Engineering Director

8. **Comments from the Public.**

**9. Discussion Items:**

- A. **Rambo Park Community Meeting Update** – Carlos Cedeño, Public Works Director.
- B. **Board Appointment-** Board of Trustees Member – Andrea McCue, City Manager.
- C. **Interlocal Agreement for Fire Protection and Emergency Medical Services between the City of Greenacres and the City of Atlantis** – Andrea McCue, City Manager.

**10. Staff Comments.**

- A. **City Manager's Report.**
- B. **City Attorney's Report.**

**11. Mayor and City Council Reports.**

**12. Adjournment.**



### 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 on the second and fourth Mondays of the month, or whenever necessary. Council Agendas are posted on the City's website on the Friday prior to each Council meeting. A public copy of the complete agenda is also available for review in the City Clerk's Office at City Hall. Questions regarding the agenda should be directed to the City Clerk at 642-2006.

### February 2017 - Calendar of Meetings and Events

02-14-17	Candidate Qualifying Ends	12:00 p.m.
02-15-17	Planning Commission Meeting	7:00 p.m.
02-16-17	Charter Review Committee	10:30 a.m.
02-20-17	<b>President's Day Holiday</b> – City Offices Closed City Council Meeting – <b>Cancelled</b>	

### March 2017 - Calendar of Meetings and Events

03-01-17	Planning Commission Meeting	7:00 p.m.
03-02-17	Charter Review Committee	5:30 p.m.
03-06-17	City Council Meeting	7:00 p.m.
03-07-17	Zoning Board of Adjustments & Appeals Meeting	7:00 p.m.
03-14-17	Election Day	.
03-15-17	Code Enforcement Board	3:00 p.m.
03-15-17	Planning Commission Meeting	7:00 p.m.
03-16-17	Charter Review Committee	10:30 a.m.
03-20-17	City Council Meeting Oath of Office- Mayor and Council	7:00 p.m.
03-28-17	Zoning Board of Adjustments & Appeals Meeting	<b>Tentative</b>

# PROCLAMATION



## OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROCLAIMING “HANDS ONLY CPR DAY” FOR FEBRUARY 11, 2017

**WHEREAS**, the Palm Beach County Department of Public Safety, Division of Emergency Management, Palm Beach County Emergency Medical Services Providers, Palm Beach County Medical Directors Association, Palm Beach State College and the Palm Beach County High School Medical Magnet Schools have joined together to teach “Hands Only CPR” and are committed to increasing the survivability from sudden cardiac death; and

**WHEREAS**, an estimated 300,000 people have cardiac arrest outside of a hospital every year and only 5 to 8% survive most likely because they don’t receive timely CPR. Administered right away, CPR doubles or triples survival rates.

**WHEREAS**, Teaching “Hands Only CPR” could save thousands of lives by filling our community with those trained to give sudden cardiac arrest victims the immediate help they need to survive until professional medical help arrives; and

**WHEREAS**, a comprehensive public awareness program is developed to strengthen the links in the chain of survival for sudden cardiac arrest, thus promoting community education through “Hands Only CPR” training and Automated External Defibrillator (AED) placement to reduce death and risk from sudden cardiac death; and

**WHEREAS**, the annual Palm Beach County CPR Day held on the second Saturday of each February, provides an opportunity to teach “Hands Only CPR” to citizens of Greenacres and drastically increase the number of non-healthcare professionals that can perform “Hands Only CPR”; and

**NOW, THEREFORE, I, Samuel J. Ferreri, Mayor of the City of Greenacres**, proclaim February 11, 2017 as Palm Beach County CPR Day and urge all citizens of Greenacres to recognize the life-saving importance of CPR.

Given under my Hand and Seal of the City of  
Greenacres, Florida this 6th day of February,  
2017.

\_\_\_\_\_  
Samuel J. Ferreri, Mayor  
or

Attest:

\_\_\_\_\_  
Joanna Cunningham City Clerk

# PROCLAMATION



## OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROCLAIMING “RANDOM ACTS OF KINDNESS WEEK” FOR FEBRUARY 12-18, 2017

**WHEREAS**, the City of Greenacres recognizes the value of simple acts of kindness performed without prompting or reason and recognizes how these acts can positively impact the performer, the recipient and onlookers of the good deed; and

**WHEREAS**, people of any age can participate in random acts of kindness any time, any place and for the unselfish purpose of spreading goodwill; and

**WHEREAS**, nice people help to create a kinder, more caring community throughout our beautiful city and can help to perpetuate genuine acts of kindness through their own friendly behaviors and positive actions; and

**WHEREAS**, by providing random acts of kindness and reaching out to one another, regardless of social-economic status, education, gender, origin, age religious beliefs, lifestyle or abilities, we extend an opportunity for grace and acceptance that might not otherwise be offered; and

**WHEREAS**, scientific research suggests that kindness increases an individual's feelings of happiness and strengthens one's immune system; and

**WHEREAS**, the City of Greenacres in partnership with Prime Time Palm Beach County, Inc., the Children's Services Council of Palm Beach County, the Literacy Coalition of Palm Beach County, and Diamond View Elementary, provide high quality before and afterschool programs to children; emphasizing positive anti-bullying youth development learning opportunities to help children cope with and reduce the effects of bullying by focusing and encouraging random acts of kindness.

**NOW, THEREFORE, I, Samuel J. Ferreri, Mayor of the City of Greenacres**, proclaim February 12-18, 2017 as “Random Acts of Kindness Week”, in conjunction with Bullying Awareness and Prevention Month this February, and encourage all citizens to show their own acts of kindness toward others.

Given under my Hand and Seal of the City of  
Greenacres, Florida this 6th day of February,  
2017.

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Samuel J. Ferreri, Mayor

Attest:

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Joanna Cunningham, City Clerk

# PROCLAMATION



## OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROCLAIMING "PINK SHIRT DAY" FOR FEBRUARY 22, 2017

**WHEREAS**, children who are targets of bullying are more likely to acquire physical, emotional, and learning disorders; and

**WHEREAS**, children who are repeatedly bullied often fear daily activities such as riding the bus, going to school and participating in community activities; and

**WHEREAS**, children who bully others are at greater risk of engaging in more serious violent behaviors; and

**WHEREAS**, children, parents, educators, schools, police, afterschool programs, and community leaders all have a responsible role to play in raising awareness of bullying and its demoralizing effects on youth in the community; and

**WHEREAS**, the City of Greenacres in partnership with Prime Time Palm Beach County, Inc., the Children's Services Council of Palm Beach County, the Literacy Coalition of Palm Beach County and Diamond View Elementary, provide high quality before and afterschool programs to children and positive anti-bullying youth development learning opportunities to help them cope with and reduce the effects of bullying.

**NOW, THEREFORE, I, Samuel J. Ferreri, Mayor of the City of Greenacres**, recognize the importance of eradicating bullying behavior by proclaiming February 22, 2017 as "Pink Shirt Day", one of the many activities scheduled for the month of February 2017 as part of "Bullying Awareness and Prevention Month", and ask all citizens to join us by wearing pink on this day in support of bullying prevention.

Given under my Hand and Seal of the City of  
Greenacres, Florida this 6th day of February,  
2017.

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Samuel J. Ferreri, Mayor

Attest:

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Joanna Cunningham, City Clerk



## **OFFICIAL MINUTES**

**CITY OF GREENACRES  
5800 Melaleuca Lane  
Greenacres, FL 33463**

**CITY COUNCIL MEETING  
Monday, January 23, 2017 - 7:00 P.M.**

### **1. Call To Order and Roll Call.**

Mayor Ferreri called the City Council Meeting of Monday, January 23, 2017, to order at 7:00 p.m. City Clerk Joanna Cunningham called the roll.

#### **ROLL CALL:**

##### Council Present:

Samuel J. Ferreri, Mayor  
Jonathan G. Pearce, Deputy Mayor  
Lisa Rivera, Councilwoman  
Peter A. Noble, Councilman  
Judith Dugo, Councilwoman  
Paula Bousquet, Councilwoman

Attendees from Public: 9  
Press: 1

##### Staff Present:

Andrea McCue, City Manager  
James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk  
Michael Grimm, Director/Building  
Kara Ferris, Acting Director/Planning & Engineering  
Suzanne Skidmore, Director/Human Resources  
Carlos Cedeño, Director/Public Works  
Suzanne Skidmore, Director/Human Resources  
Melody Larson, Assistant to the City Clerk  
Captain Sean Murray/PBSO  
Major S. Martino/PBSO

### **2. Pledge of Allegiance to the Flag.**

Mayor Samuel J. Ferreri led the Pledge of Allegiance.

### **3. Comments From the Public for Agenda Items Only.**

Mayor Ferreri asked if there were comments from the public; hearing none, he continued with the Agenda.

### **4. Agenda Approval.**

- A.** Additions, deletions, or substitutions to the Agenda.
- B.** Motion to approve and adopt entire agenda as set.

Mayor Ferreri inquired if there were any additions, deletions or substitutions to the Agenda. Staff has requested the removal of Agenda Item 9.D for placement on the February 6, 2017 City Council agenda.

**MOTION:** Councilman Noble made a motion to approve the Agenda, removing Item 9.D as requested by staff. Councilwoman Rivera seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Deputy Mayor Pearce, Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 5 - 0.**

**5. Special Business.**

**A. Kiwanis Presentation to PBSO**

Kiwanis President Mike Lefredo and members Chuck Shaw and Estelle Friedman presented Commander Robert Clements of the Citizen's on Patrol (C.O.P.) Program and PBSO Captain Sean Murray with Certificates of Appreciation in recognition of their commitment and leadership in serving their community.

**B. PBSO Report and Year End Re-Cap- Capt. Sean Murray, PBSO**

Capt. Sean Murray provided November and December statistics and a year-end recap of events such as Lunch with Santa, the Wellington Parade and Shop with a Cop. He acknowledged the donations by Walmart, Target and Publix and recognized Helping Hands as an invaluable resource for the community.

He provided a comparison between PBSO and Public Safety for service calls and citations issued that showed a large variation which he acknowledged could be attributed to different reporting methods.

PBSO will be holding two (2) "Harmony in the Street" summer camps in July 2017, one at Pickwick Park and the second camp site is to be determined.

He reported on traffic initiatives using 30-35 officers to address traffic violations and DUI's.

Mayor Ferreri suggested providing an officer at the corner of Summit Boulevard and South Jog Road during the morning or afternoon hours to monitor the school zone.

**6. Consent Agenda.**

- A. Mayor Ferreri asked Council if they wished to pull any of the three (3) Consent Agenda items; hearing none, he called for a motion.

1. **Official Minutes:** City Council Meeting of January 9, 2017 – Joanna Cunningham, City Clerk.
2. **Resolution No. 2017-02:** Satisfying certain liens imposed against residential property, pursuant to Section 15-32, City of Greenacres Code; pursuant to Staff Memo – James McInnis, Finance Director.
3. **EMS Write-offs:** Pursuant to Staff Memo and Exhibit - James McInnis, Finance Director.

**MOTION:** Councilwoman Bousquet made a motion to approve the three (3) Consent Agenda items. Councilwoman Dugo seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Deputy Mayor Pearce, Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 5 - 0.**

**7. Regular Agenda:**

- A. **PUBLIC HEARING:** **Ordinance No. 2016-27:** Second Reading; Amending the Conservation, Infrastructure, Future Land Use, Intergovernmental Coordination, and Capital Improvement Elements of the City's Comprehensive Plan to implement the findings of the required Evaluation and Appraisal Review; pursuant to Staff Memo and Staff Report – Kara Irwin-Ferris, Acting Planning & Engineering Director.

City Clerk Joanna Cunningham read Ordinance No. 2016-27 into the record on second reading.

Kara Ferris, Acting Director of Planning and Engineering, reported that CPA-15-08 was reviewed by the Local Planning Agency on August 17, 2016, it was approved by the City Council on first reading on September 18, 2016 and subsequently transmitted to the Division of Community Development (DCD) for a 60-day review. Upon completion of that review, a Letter of Objections, Recommendations and Comments (ORC) was issued. Acting Director Ferris reported that one (1) comment and one (1) objection were received and explained the distinction. An objection must be addressed, a recommendation can be considered, and a comment is for taking into consideration.

The objection consisted of extending the planning horizon out 10 years on the City's Future Land Use Map to 2035. She noted that Greenacres was not the only municipality to receive this objection. The DCD comment dealt with population projections that were projected out to 2035 to match the planning horizon. She stated staff recommends approval of CPA-15-08 through the adoption of Ordinance 2016-27.

Mayor Ferreri called on Councilmembers for comments; hearing none, he opened the meeting to the public. He asked if anyone was in favor of, or opposed to, Ordinance 2016-27 to come forward. Seeing no one come forward, he closed the meeting to the public and called for a motion.

**MOTION:** Deputy Mayor Pearce made a motion to approve Ordinance 2016-27 on second reading. Councilwoman Rivera seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Deputy Mayor Pearce, Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 5 - 0.**

- B. **Ordinance No. 2017-01:** First Reading; Amending Chapter 14, Traffic and Vehicles, Article I entitled "In General" and Article II entitled "Stopping, Standing, Parking" and repeal of Article III of the City of Greenacres Code of Ordinances; pursuant to Staff Memo – Michael Grimm, Building Director.

City Clerk Joanna Cunningham read Ordinance No. 2017-04 into the record on first reading.

Building Director Michael Grimm reported following the merger with PBSO and the recent implementation of a new citation system, code updates would be presented in upcoming months. He reviewed the various changes and stated staff recommends approval of Ordinance 2017-01.

Mayor Ferreri called on Councilmembers for comments.

Councilwoman Dugo asked if the proposed changes would address the tractor trailers being parked nightly on Purdy Lane.

Mayor Ferreri pointed out that the vehicle owner is well aware that he is parking in unincorporated Palm Beach County.

Deputy Mayor Pearce clarified that several years earlier, this vehicle owner was parking his tractor trailer on the Veteran's Park right-of-way. The County was contacted and "No Parking" signs were installed. It is an ongoing issue. He asked if this code amendment was in line with the County ordinance relating to rear yard fence height visibility. He asked about electrical connections to RV's; prohibiting commercial-type double-wide gates in residential neighborhoods, and requiring concrete slabs for parking RV's.

Director Grimm said "No", the current maximum screening fence height is 6 feet. As for RV's, witnessing electrical connections could simply be efforts to prepare the RV for road trips.



Director Grimm pointed out that if a property owner owns an RV they would most likely have a double gate. He noted that no changes were being recommended for this ordinance

Mayor Ferreri believed it would be difficult to enforce since there are several properties that have double-wide gates on the side and rear yards that have existed for many years.

Councilwoman Rivera asked what makes Director Grimm confident that these code amendments will be easier to enforce than before. She wanted to know how the City planned to educate residents on common code violations. She asked if shopping cart nuisances would also be addressed in this amendment.

Director Grimm explained residents would be informed through CityLink, the website and public events. A letter will also be mailed with a checklist and information on the new citation system.

Mayor Ferreri called for a motion.

**MOTION:** Councilwoman Dugo made a motion to approve Ordinance 2017-01 on first reading. Councilman Noble seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Deputy Mayor Pearce, Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 5 - 0.**

**8. Comments from the Public.**

Estelle Friedman, resident of Lake Worth Hills, talked about a property owner owning three (3) large RV's in their driveway in the front yard. Mayor Ferreri confirmed that this code amendment would address that issue.

**9. Discussion Items:**

**A. Recommended Surtax Projects for 2017 – Andrea McCue, City Manager**

Mayor Ferreri reported that the Metropolitan Planning Organization (MPO) has matching funds available for transportation related projects and surtax funding could be used to match those funds. He urged Council to take advantage of this opportunity.

City Manager Andrea McCue and Public Works Director Carlos Ceden presented five (5) quality of life CIP projects proposed for 2017: 301-106 City-wide Sidewalk Enhancements, 303-032 City Park Improvements, 303-190 Park Lighting Enhancement, 304-088 Vehicle Replacement and 304-XYZ Gladiator Lake Stabilization. City Manager McCue noted that these projects total \$1.3 million, not the total \$2.3 million anticipated. This is due to the uncertainty of how the surtax funds will be allocated to municipalities at this time.

Deputy Mayor Pearce questioned why surtax monies are being used to purchase a ladder truck when the City of Atlantis could make the purchase based on the City's current contract. He suggested purchasing a new ladder truck in lieu of refurbishing the existing one.

City Manager McCue offered to review the agreement with the City of Atlantis. She reported discussing the purchase of a new ladder truck with Chief Pure. Based on those discussions, a ladder truck was included in the City's CIP Program.

Councilwoman Rivera asked if surtax monies could be set aside for the purchase of a ladder truck.

City Manager McCue confirmed that vehicles fall within the criteria for surtax funding and reminded Council that if the City receives the full \$2.3 million, funds could be set aside to purchase a ladder truck. Other City vehicle replacements could come out of the General Fund.

Councilwoman Dugo thought surtax monies could only be used for infrastructure projects. The ladder truck was her project and she believed that by purchasing one, the residents could see where the surtax monies are being spent; whereas buying a bus would not have the same impact.

The City's Leisure Services Department hosts many trips for seniors where the new bus would be utilized. She explained that parents are reluctant to sign their children up for youth programs over concern for the safety of their children riding the existing bus.

Councilwoman Dugo wanted it on the record that if the full \$2.3 million in surtax monies is received by the City, the next purchase would be a ladder truck.

Mayor Ferreri agreed with staff's direction for the use of surtax funding. He recommended bringing back projects that were set aside for use in the out years.

#### Council Projects for 2018+ Surtax Funding

The Mayor and Council discussed future projects of interest: City-wide Wi-Fi hotspot; widening the western entryway into City Hall; a senior citizen center; install exercise equipment along the trail behind City Hall; add soccer fields; purchase additional property adjacent to Freedom Park and extend the lease agreement to add soccer fields and enhance irrigation; create a linear park along Biscayne Drive on the south side with trees and a path to Greenacres Elementary from South Haverhill Road to the E-3 Canal; the City owns a tract of land in Normandy Isles between Dillman Road and Forest Hill Boulevard where a path could run from Cholee Lake Elementary across Forest Hill Boulevard across to Pinehurst Park and Freedom Park; modernize City welcoming signs with improved lighting and landscaping; volleyball courts and improving 10<sup>th</sup> Avenue North lighting.

#### B. Decision on Surtax Oversight Committee.

Mayor Ferreri called for a motion.

**MOTION:** Deputy Mayor Pearce moved to use the Palm Beach County League of Cities Surtax Oversight Committee. Councilwoman Bousquet seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Deputy Mayor Pearce, Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 5 - 0.**

C. Presentation of Council Salary Comparison Information – Andrea McCue, City Manager

City Manager McCue presented a comparison of surrounding municipalities of mayor and commissioner/council salaries including insurance, car allowances, and pensions and provided the current salaries for Council and Mayor.

Councilwoman Dugo noted whether calculating a simple Cost of Living Adjustment (COLA) or \$300/year, it averages out to approximately \$19,000.

City Manager McCue provided salaries using 1.5%, 2.5%, 3% and 5% COLA's.

Councilwoman Dugo wanted to see a cafeteria-style choice for those who don't receive health insurance.

City Manager McCue requested direction from Council.

The Mayor and Council discussed staff preparing an ordinance to include base salaries of \$19,000 for Council and \$21,000 for Mayor, a COLA equal to the percentage approved for employees, and a cafeteria-style insurance plan with opt-out or rollover capability into a retirement plan.

Consensus: Passed 3/2. (Deputy Mayor Pearce and Councilwoman Bousquet dissented).

10. Staff Comments:

A. City Manager's Report:

▪ Scholarship Committee

City Manager McCue reported moving forward with the Scholarship Program and confirmed that all committee members will continue to serve on the Scholarship Committee.

▪ Florida Municipal Insurant Trust (FMIT)

FMIT is soliciting nominations to fill three (3) trustee vacancies. City Manager

McCue would remind Council again in April for nominations.

- Rambo Park Community Meeting

City Manager McCue reminded Council that this meeting is scheduled for January 25, 2017 at 7:00 p.m.

- Food Truck Invasion

This event will place between 5:30 pm – 9:30 p.m. at Community Park.

- Upcoming Zoning Text Amendments

Building height limits and sign code amendments will be forthcoming in February.

B. City Attorney's Report. None.

11. Mayor and City Council Reports.

Councilwoman Dugo

- Lobbying Assistance From County Commissioners

Councilwoman Dugo asked how can the City lobby County Commissioners about parking on the grass?

Mayor Ferreri suggested making appointments with County Commissioners taking a copy of the ordinance adopted by Council and photos of the violation/eyesore. Councilmembers can also invite them to personally come out and see the violations for themselves. He offered to follow-up. He urged Councilmembers to keep up communications with County Commissioners.

Mayor Ferreri

MPO has money available for grants and the deadline is the end of March. He urged Councilmembers to apply for funding and to take the initiative.

Councilman Noble

He recognized Walmart as a valuable partner of the City and noted that Aldi offers lower prices than Walmart. He asked who in the City could contact Aldi to gauge their interest in locating in Greenacres.

City Manager McCue offered to speak with Planning and Engineering staff to see what could be done to generate interest.

Councilwoman Rivera

The one-year anniversary with PBSO is soon approaching.

**12. Adjournment.**

Councilwoman Rivera moved to adjourn the meeting, seconded by Councilwoman Dugo  
The meeting adjourned at 9:16 p.m.

**CITY COUNCIL**

Respectfully submitted,

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Samuel J. Ferreri  
Mayor

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Joanna Cunningham  
City Clerk

Date Approved: \_\_\_\_\_

/mel



# CITY OF GREENACRES

## TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 and between the CITY OF GREENACRES (hereinafter, "CITY"), a municipal corporation and political subdivision of the State of Florida, and Alavest Pines Homeowners Association, Inc. (hereinafter "COMMUNITY") representing a private residential community located within the corporate limits of the City of Greenacres, Florida.

### WITNESSETH

WHEREAS, COMMUNITY owns or controls the roadways within its development as private roads; and

WHEREAS, Section 316.006(2), Florida Statutes, provides that the CITY may exercise traffic control jurisdiction over private roads by written agreement with the COMMUNITY; and

WHEREAS, On or about February 1, 2016, the CITY entered into a Law Enforcement Services Agreement (LESA) with the Palm Beach County Sheriff's Office (PBSO) to carry-out its police function within the corporate limits of Greenacres; and

WHEREAS, the CITY has consulted PBSO regarding the COMMUNITY at issue herein; and

WHEREAS, any number of law enforcement agencies may have jurisdiction to enforce traffic laws in the City of Greenacres, either pursuant to state statute or through executed mutual aid agreements; and

WHEREAS, the COMMUNITY wishes to allow for the enforcement of traffic laws and other functions relating to traffic control on roads and rights-of-way owned by the COMMUNITY, which lay within the boundaries of the City of Greenacres.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. COMMUNITY desires to have deputies of PBSO, or any sworn law enforcement officer, provide enforcement of traffic laws of the state upon its roadways during normal patrol hours. Should the COMMUNITY desire deputies to be situated in its development at times outside normal hours, the COMMUNITY understands that a separate contract shall be executed for additional services between it and PBSO. The COMMUNITY will be invoiced for such additional services and shall be solely financially responsible for such additional services.
3. COMMUNITY shall provide CITY with certification by a licensed engineer that the roadway signage is in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) and Chapter 316, Florida Statutes (Exhibit A). In addition, COMMUNITY shall provide an affidavit stating that COMMUNITY does in fact own/or control the roadways within said development (Exhibit B).

4. CITY shall exercise the authority in COMMUNITY's geographical area pursuant to this Agreement and granted by the laws of the State of Florida, and nothing in this agreement shall deprive the CITY of its lawful police power.

5. The rendition of traffic enforcement services, standards of performance, discipline and other matters incident to the performance of such services (operational matters), and the control of personnel employed shall be within the sole discretion of the CITY and the PBSO, as set-forth in the LESA (as time to time amended).

6. Persons employed in the performance of the traffic enforcement services provided are appointees/employees of PBSO (or the appropriate, respective law enforcement agency) and not the CITY. As such, they receive all benefits, training and promotion opportunities provided by their law enforcement employer.

7. This Agreement may be canceled by the CITY or the COMMUNITY for any reason after (60) days written notice has been provided to the other party with a copy to the PBSO.

8. This Agreement is subject to modification in writing by the mutual consent of parties to this Agreement and executed with the same formality as the original Agreement.

9. All notices and/or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Such mailed notices shall be deemed received three (3) business days following the notices being placed in the U.S. Mail. Notices are to be to the following:

**CITY OF GREENACRES:**

**With a copy to:**

ANDREA M. MCCUE  
City Manager  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres, FL 33463

CAPTAIN SEAN MURRAY  
Commander, District 16  
Palm Beach County Sheriff's Office  
2995 South Jog Road,  
Greenacres, FL 33467

**COMMUNITY:**

HOA Name  
Attention: President Name  
c/o Management Name  
Contact Person  
Address  
Suite  
City, State Zip  
Phone Number

10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently enjoyed by law by the CITY, PBSO or any other law enforcement agency, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.

11. The COMMUNITY shall indemnify and hold harmless the CITY and PBSO to the fullest extent permitted by law from and against all claims, damages, losses and expenses, direct, indirect or consequential, resulting from the enforcement of traffic control regulations in the COMMUNITY. Nothing in this Agreement shall be construed to affect, in any way, the CITY or PBSO's rights, privileges or immunities as set forth in Section 768.28, Florida Statutes, or otherwise granted by law.

12. Despite the fact that the CITY utilizes PBSO for its law enforcement services, the CITY expressly DOES NOT transfer traffic regulatory authority to Palm Beach County as authorized by Section 316.006(2)(c), Florida Statutes.

13. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be valid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

14. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

15. This Agreement shall be construed by and governed by the laws of the State of Florida.

16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at the City of Greenacres, Florida, as of this day and year written.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**



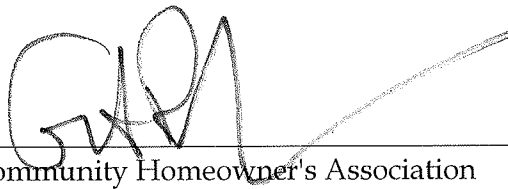
APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF GREENACRES, FLORIDA

\_\_\_\_\_  
Samuel J. Ferreri, Mayor

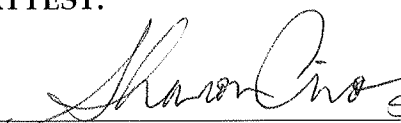
ATTEST:

\_\_\_\_\_  
Joanna Cunningham, City Clerk

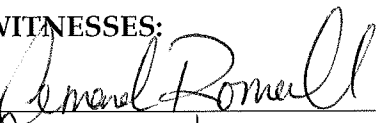

  
\_\_\_\_\_  
Community Homeowner's Association

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Sharon Cho  
Community Homeowner's Association  
Secretary

WITNESSES:

  
\_\_\_\_\_  
AMANDA ROMANELLI  
  
\_\_\_\_\_  
Jessica Harris

# CITY OF GREENACRES

Council Agenda Memo  
2017.01KF3.004

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Kara L. Irwin Ferris, Acting Planning and Engineering Director

SUBJECT: **Resolution 2017-09**  
Traffic Control Jurisdiction Agreement for Harvest Pines  
City Council Agenda Item for 02-06-17

DATE: January 30, 2017

COPIES: James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk  
File: SP-13-05

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## **Background:**

Pursuant to the requirements of City Code and Administrative Directive No. 30, the Harvest Pines Homeowners Association submitted an application for a Traffic Control Jurisdiction Agreement (TCJA) for the Harvest Pines development. The TCJA enables the Palm Beach County Sheriff's Office to enforce State Uniform Traffic Control regulations and municipal ordinances within the private community.

## **Analysis:**

A review of the regulatory signs within the development indicates that the signs are consistent with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

## **Legal:**

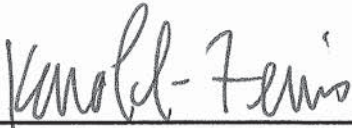
The Resolution has been prepared in accordance with applicable City Code requirements.

## **Financial:**

N/A

**Staff Recommendation:**

*Approval* of the Harvest Pines Traffic Control Jurisdiction Agreement through the adoption of Resolution 2017-09.

A handwritten signature in black ink, appearing to read "Kara L. Irwin-Ferris", is written over a horizontal line.

Kara L. Irwin-Ferris, AICP  
Acting Planning and Engineering Director

**Attachments**

1. Resolution 2017-09
2. Traffic Control Jurisdiction Agreement
3. Signage Plan

## **RESOLUTION NO. 2017-09**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE TRAFFIC CONTROL JURISDICTION AGREEMENT, EXHIBIT "A", BETWEEN THE CITY OF GREENACRES – PALM BEACH COUNTY SHERIFF'S OFFICE (PBSO) DISTRICT 16, AND THE HARVEST PINES HOMEOWNERS ASSOCIATION, LOCATED ON THE SOUTH SIDE OF MELALEUCA LANE APPROXIMATELY 1,350 FEET EAST OF SHERWOOD FOREST BOULEVARD; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE TRAFFIC CONTROL JURISDICTION AGREEMENT.**

**WHEREAS**, Harvest Pines Homeowners Association, Inc., located on the south side of Melaleuca Lane approximately 1,350 feet east of Sherwood Forest Boulevard, desires the services of the City of Greenacres – PBSO District 16 within its private residential community for the purposes of enforcement of municipal ordinances and State Uniform Traffic Control regulations, [F.S. 316.006 (2)] through a Traffic Control Jurisdiction Agreement, Exhibit "A"; and

**WHEREAS**, the City Council deems it to be in the best interest of the residents living within the Harvest Pines residential community to obtain public safety services from the PBSO District 16 within the boundaries of said development; and

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

**Section 1.** The Harvest Pines Homeowners Association desires the enforcement of municipal Ordinances and State Uniform Traffic Control regulations [F.S. 316.006 (2)] within their private residential community and has completed the requirements of the Traffic Control Jurisdiction Agreement.

**Section 2.** The City Council desires to provide public safety services to enforce municipal Ordinances and the State Uniform Traffic Control regulations within Harvest Pines residential community.

**Section 3.** The City Council hereby authorizes the appropriate City Officials to execute the Traffic Control Jurisdiction Agreement permitting municipal public safety services within the boundaries of the Harvest Pines residential community, located on the south side of Melaleuca Lane approximately 1,350 feet east of Sherwood Forest Boulevard.

**Section 4.** The City Council directs the City Clerk to transmit an executed copy of this Resolution and the Traffic Control Jurisdiction Agreement to the Harvest Pines Homeowners Association and to Palm Beach County Sheriff's Office.

RESOLVED AND ADOPTED this 6th day of February, 2017.

Voted

\_\_\_\_\_  
Samuel J. Ferreri  
Mayor

\_\_\_\_\_  
(     )  
Jonathan G. Pearce  
Deputy Mayor

Attest:

\_\_\_\_\_  
Joanna Cunningham  
City Clerk

\_\_\_\_\_  
(     )  
Lisa Rivera  
Councilwoman, District I

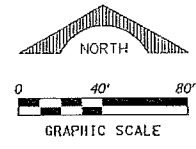
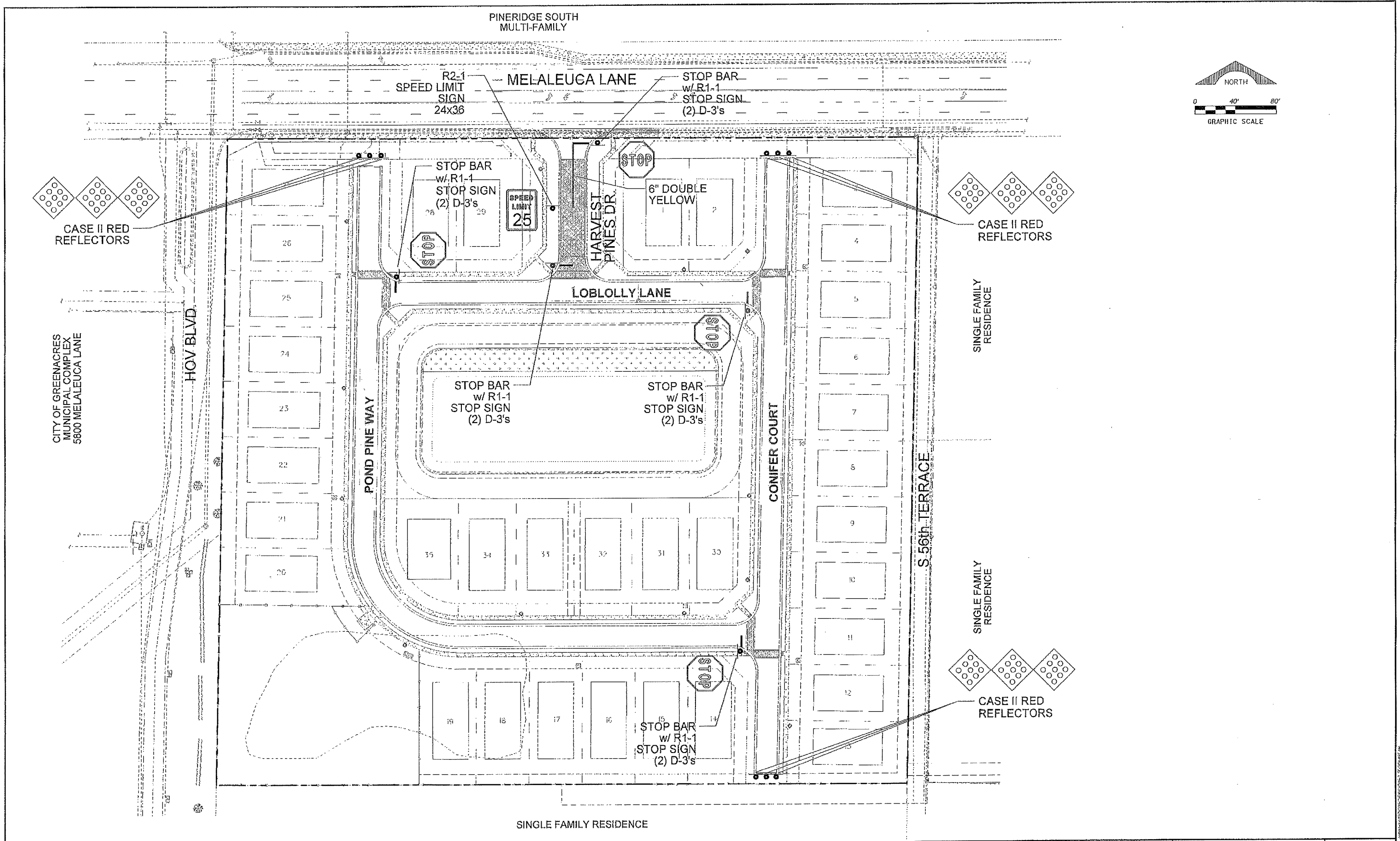
\_\_\_\_\_  
(     )  
Peter Noble  
Councilman, District II

\_\_\_\_\_  
(     )  
Judith Dugo  
Councilwoman, District III

\_\_\_\_\_  
(     )  
Paula Bousquet  
Councilwoman, District V

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
James D. Stokes  
City Attorney



<b>SCHNARS</b> ENGINEERING CORPORATION 947 Clint Moore Road Boca Raton, Florida 33487 Tel: (561) 241-6455 Fax: (561) 241-5182 Certificate of Authorization #6640	OWNER:	PROJECT:	TASK:	ORIGINAL: DECEMBER 2016	6	JOB NO. 12186-2 DRAWN RAD DESIGNED JTS CHECKED JWM Q.C. JTS SHEET 1 OF 1
	D R HORTON HOMES	HARVEST PINES	STREET SIGN EXHIBIT	REVISIONS:	7	
	431 FAIRWAY DRIVE			1	8	
	DEERFIELD BEACH, FLORIDA 33441	GREENACRES	FLORIDA	2	9	
				3	10	
				4	11	
				5	12	

LAS RAMBLAS

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT BUENA VISTA HOMES OF THE PALM BEACHES, INC, OWNER OF THE LAND AS SHOWN HEREON AS "LAS RAMBLAS" IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 1/2 OF TRACT 58, BLOCK 22, OF THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TOGETHER WITH THAT PORTION OF THE THIRTY FOOT PLATTED ROAD LYING BOUNDED ON THE WEST BY THE SOUTH HALF OF TRACT 58, BLOCK 22, THE PALM BACH FARMS COMPANY PLAT NO. 3, ACCORDING TO PLAT BOOK 2, PAGE 45, BOUNDED ON THE NORTH & EAST BY THE PLAT OF RAMBLEWOOD ACCORDING TO PLATR BOOK 31, PAGE 191 AND THE PLAT OF GREENACRES PLAZA ACCORDING TO PLAT BOOK 50, PAGES 116 & 117 AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT 58, BLOCK 22; ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS ABANDONED IN OFFICIAL RECORD BOOK 21418, PAGE 865, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 118.803 SQUARE FEET OR 2.73 ACRES MORE OR LESS.

HAS CAUSED THE THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1. RIGHTS OF WAY AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF GREENACRES, FLORIDA FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, RESERVING TO OURSELVES, SUCCESSORS AND ASSIGNS THE REVERSION THEREOF WHENEVER DISCONTINUED BY LAW.

2. TRACT "A", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO THE CITY OF GREENACRES, FLORIDA, FOR DRAINAGE AND WATER MANAGEMENT PURPOSES AND IS THE SOLE MAINTENANCE OBLIGATION OF THE CITY OF GREENACRES, FLORIDA..

3. THE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO PUBLIC STREETS, AS SHOWN HEREON, ARE NON-EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF PALM BEACH COUNTY WATER UTILITES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

4. THE LIMITED ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF GREENACRES, FLORIDA, FOR THE PURPOSE OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND THE SEAL AFFIXED HERETO IS THE CORPORATE SEAL OF SAID CORPORATION AND IT IS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF , 20 BUENA VISTA HOME OF THE PALM BEACHES, INC,

WITNESS: BY: HECTOR SARDINA  
PRINTED NAME: PRESIDENT

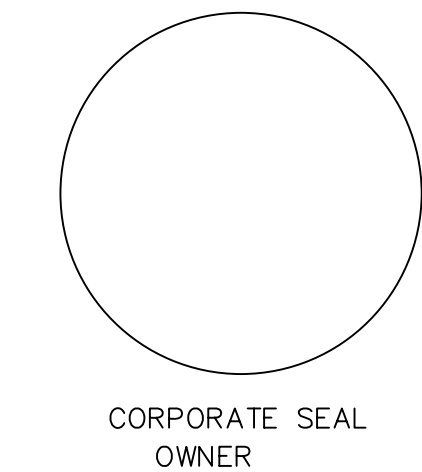
WITNESS: PRINTED NAME:

ACKNOWLEDGMENT:  
STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

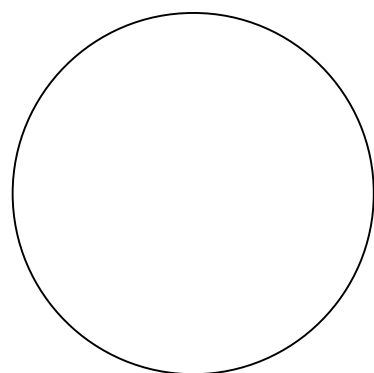
BEFORE ME PERSONALLY APPEARED HECTOR SARDINA, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF BUENA VISTA HOMES OF THE PALM BEACHES, INC, A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT IS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF , 20

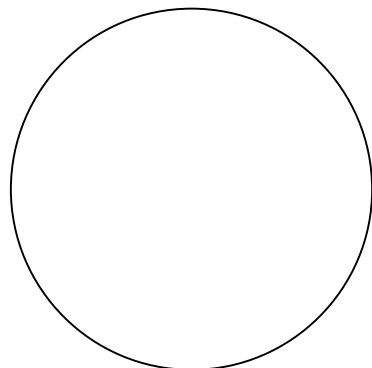
MY COMMISSION EXPIRES: COMMISSION NUMBER: PRINTED NAME: NOTARY PUBLIC



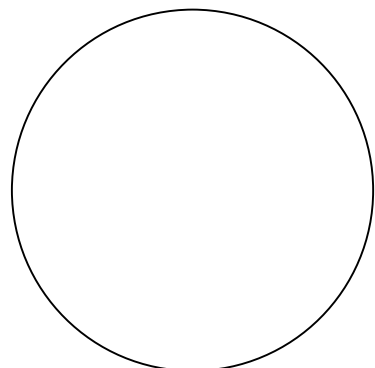
CORPORATE SEAL  
OWNER



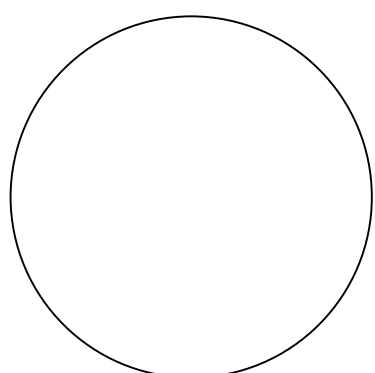
BRANCH BANK & TRUST COMPANY



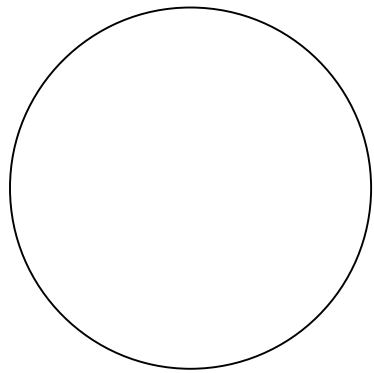
CITY OF GREENACRES



CITY ENGINEER

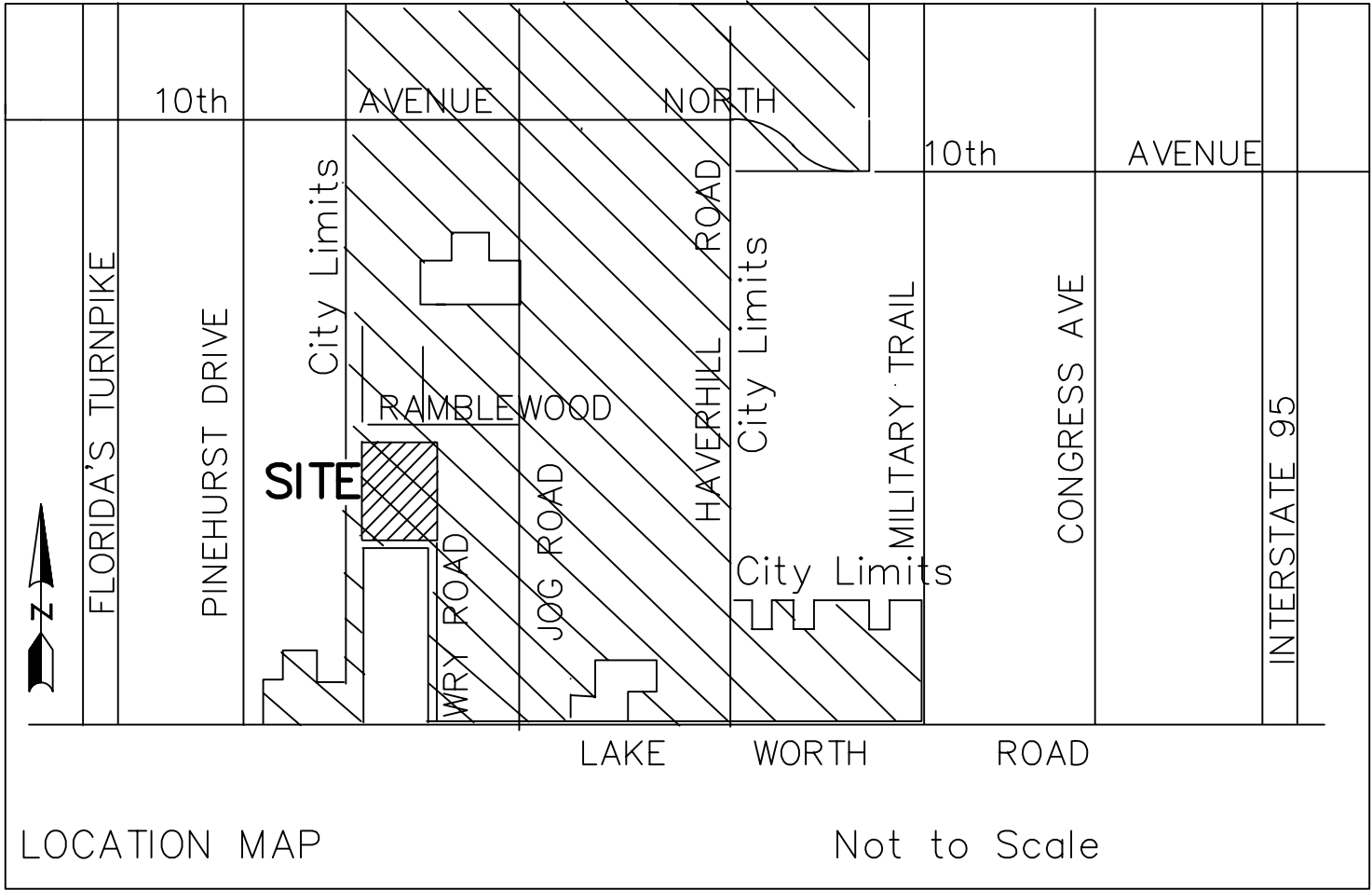


REVIEWING SURVEYOR



PLATTING SURVEYOR

LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA BEING A REPLAT OF THE SOUTH HALF OF TRACT 58, BLOCK 22, AND THE VACATED 30 FOOT ROAD LYING EAST OF AND ADJACENT THERETO PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGE 45  
FEBRUARY, 2017 SHEET 1 OF 2



MORTGAGEE'S CONSENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK AT PAGE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS DAY OF , 20

BRANCH BANKING & TRUST COMPANY  
A NORTH CAROLINA BANKING CORPORATION

WITNESS: BY:

WITNESS:

(CORPORATE SEAL)

ACKNOWLEDGMENT;

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE, AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT OF BRANCH BANKING & TRUST COMPANY, A NORTH CAROLINA BANKING CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE/SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT IS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF , 20

MY COMMISSION EXPIRES:

COMMISSION NUMBER: PRINTED NAME: NOTARY PUBLIC

TITLE CERTIFICATION;

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

I GREGORY S. KINO, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO BUENA VISTA HOMES OF THE PALM BEACHES, INC. A FLORIDA CORPORATION; THAT ALL TAXES HAVE BEEN PAID ON SAID LANDS AS REQUIRED BY 197.051, FLORIDA STATUTES, AS AMENDED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON AND THAT THERE ARE ENCUMBERANCES OF RECORD BUT THOSE ENCUMBERANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: DAY OF , 20

GREGORY S. KINO OF THE FIRM OF  
CIKLIN, LUBITZ & O'CONNELL  
FLORIDA BAR NO. 0863718

CITY OF GREENACRES APPROVAL:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS DAY OF , 2016

BY: SAMUEL J. FERRERI, MAYOR

BY: PATRICK J. GIBNEY, CITY ENGINEER

BY: ANDREA McCUE, CITY MANAGER

BY: JOANNA CUNNINGHAM, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR:

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR FOR THE CITY OF GREENACRES AND DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THE PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES. THIS DAY OF , 20

DOUGLAS M. DAVIE, PSM  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA NO. 4343

SURVEYOR'S NOTES:

1. BEARINGS AS SHOWN HEREON ARE BASED UPON THE WEST LINE OF TRACT 58, BLOCK 22, THE PALM BEACH FARMS COMPANY, PLAT NO. 3 AS RECORDED IN PLAT 2, PAGE 45, WHICH IS ASSUMED TO BEAR S00°57'49"E.

2. DISTANCES ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF BASED UPON UNITED STATES SURVEY FOOT.

3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS AS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

4. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

5. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

6. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF GREENACRES, FLORIDA, ZONING REGULATIONS.  
25' FRONT, 7.5' SIDE INTERIOR, 15.0' SIDE CORNER, 15.0' REAR

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS (P.C.P.'S), AND MONUMENTS ACCORDING TO SEC. 177.091(9) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF GREENACRES, FLORIDA FOR REQUIRED IMPROVEMENTS; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AS AMENDED AND THE ORDINANCES OF THE CITY OF GREENACRES, FLORIDA.

BY: RICHARD N. DEAN, P.S.M.  
FLORIDA CERTIFICATE NO. 4406

DATE:

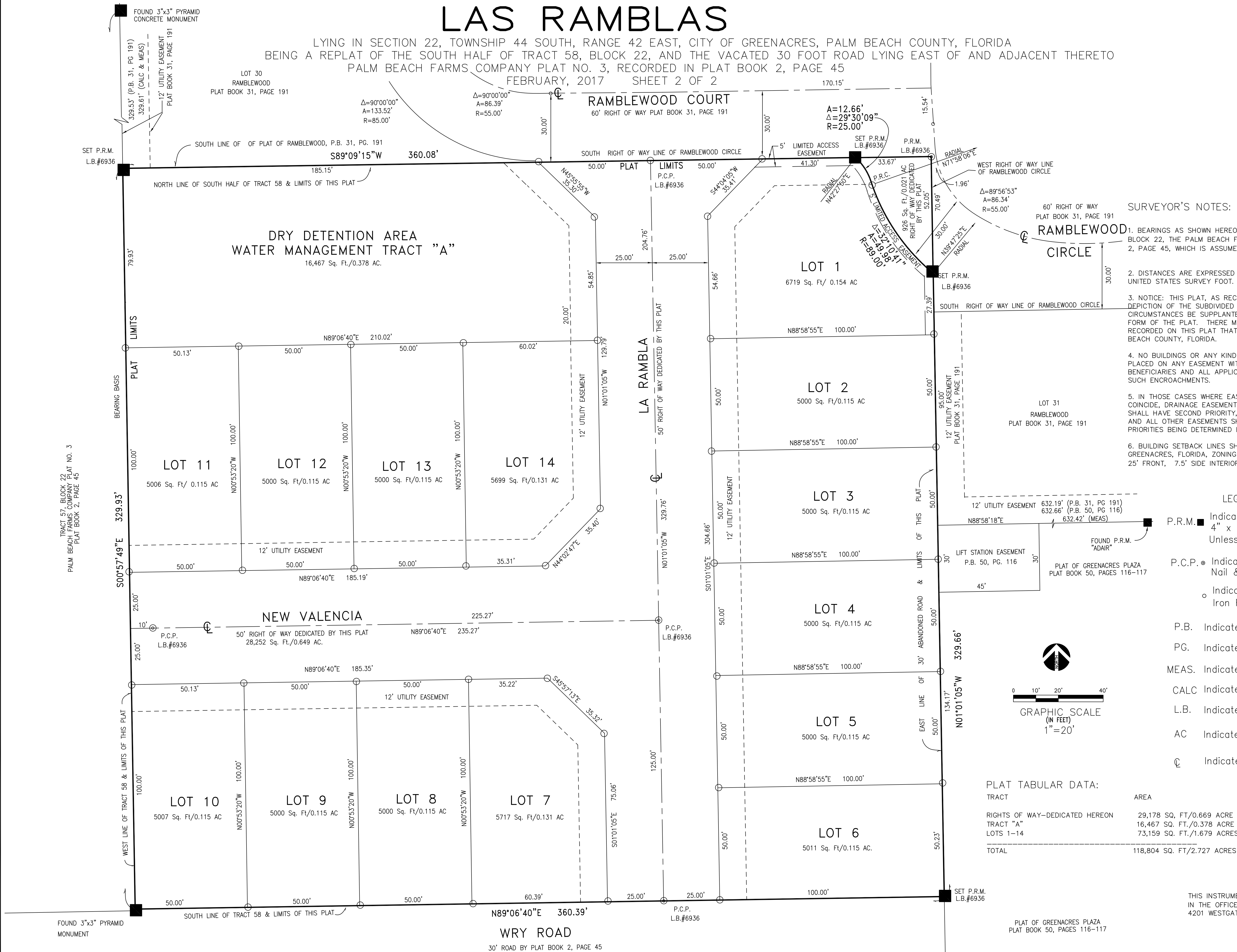
THIS INSTRUMENT PREPARED BY RICHARD N. DEAN, P.S.M. #4406  
IN THE OFFICE OF DEAN SURVEYING & MAPPING, INC., LB#6936  
4201 WESTGATE AVENUE, SUITE A3, WEST PALM BEACH, FL. 33409

Dean Surveying & Mapping, Inc. "The Measuring Line Shall Go Forth" Jeremiah 31:39 4201 Westgate Avenue Suite A3 West Palm Beach, Florida 33409 Tel:(561)625-8748 Fax:(561)626-4558	
FIELD: N/A	DATE: 8/2016
DRAWN: D.J.M./C.A.D.	SCALE: N/A
SHEET: 1 of 2	JOB No.: 016-709



# LAS RAMBLAS

LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA  
BEING A REPLAT OF THE SOUTH HALF OF TRACT 58, BLOCK 22, AND THE VACATED 30 FOOT ROAD LYING EAST OF AND ADJACENT THERETO  
PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGE 45  
FEBRUARY, 2017 SHEET 2 OF 2



STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2017, AD AND DULY RECORDED

IN PLAT BOOK \_\_\_\_\_

AT PAGE \_\_\_\_\_

SHARON R. BOCK  
CLERK AND COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK

## SURVEYOR'S NOTES:

1. BEARINGS AS SHOWN HEREON ARE BASED UPON THE WEST LINE OF TRACT 58, BLOCK 22, THE PALM BEACH FARMS COMPANY, PLAT NO. 3 AS RECORDED IN PLAT 2, PAGE 45, WHICH IS ASSUMED TO BEAR S00°57'49"E.
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5. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
6. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF GREENACRES, FLORIDA, ZONING REGULATIONS.  
25' FRONT, 7.5' SIDE INTERIOR, 15.0' SIDE CORNER, 15.0' REAR

## LEGEND

- P.R.M. ■ Indicates Permanent Reference Monument  
4" x 4" x 24" CONCRETE MONUMENT #LB6936  
Unless noted otherwise.
- P.C.P. ● Indicates Permanent Control Point  
Nail & Disk LB#6936
- Indicates 1/2" Diameter  
Iron Rod & Cap #LB6936
- P.B. Indicates Plat Book
- PG. Indicates Page
- MEAS. Indicates Measured Distance
- CALC Indicates calculated
- L.B. Indicates Licensed Business
- AC Indicates Acreage
- ⊙ Indicates Centerline

TRACT	AREA
RIGHTS OF WAY-DEDICATED HEREON	29,178 SQ. FT./0.669 ACRE
TRACT "A"	16,467 SQ. FT./0.378 ACRE
LOTS 1-14	73,159 SQ. FT./1.679 ACRES
TOTAL	118,804 SQ. FT./2.727 ACRES

THIS INSTRUMENT PREPARED BY RICHARD N. DEAN, P.S.M. #4406  
IN THE OFFICE OF DEAN SURVEYING & MAPPING, INC., LB#6936  
4201 WESTGATE AVENUE, SUITE A3, WEST PALM BEACH, FL. 33409

**Dean Surveying & Mapping, Inc.**

"The Measuring Line Shall Go Forth" Jeremiah 31:39

4201 Westgate Avenue  
Suite A3  
West Palm Beach, Florida 33409

Tel: (561) 625-8748 Facsimile: (561) 626-4558

FIELD: N/A	DATE: 8/2016
DRAWN: D.J.M./C.A.D.	SCALE: 1" = 20'
SHEET: 2 of 2	JOB No.: 016-709

CITY OF GREENACRES

Council Agenda Memo  
2017.01KF03.005

TO: Mayor and City Council  
THROUGH: Andrea McCue, City Manager  
FROM: Kara L. Irwin-Ferris, Acting Planning and Engineering Director  
SUBJECT: **Plat Approval for Las Ramblas (SP-15-03)**  
City Council Agenda Item for 02-06-17  
DATE: January 31, 2017  
COPIES: James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk  
File: SP-15-04

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**Background:**

The Las Ramblas development is to be located approximately 630 feet west of South Jog Road adjacent to Ramblewood Court and will consist of 14 lot single-family residential subdivision. The plat was submitted pursuant to the requirements of the Site Plan approval by the City Council on July 20, 2015.

**Analysis:**

The review indicates that the attached plat accurately reflects the Site Plan and complies with the City's Subdivision Code requirements.

**Legal:**

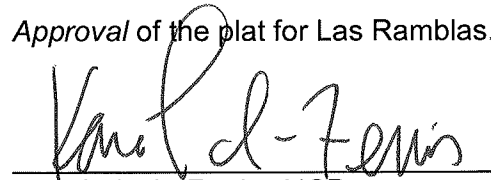
The plat has been reviewed in accordance with the requirements of Chapter 12 of the City Code and Chapter 177, Florida Statutes.

**Financial:**

The developer has paid the Recreation fee of \$52,507.21 in accordance with Article IV of the Subdivision Regulation per the parks and recreation and governmental services.

**Staff Recommendation:**

*Approval of the plat for Las Ramblas.*



Kara L. Irwin-Ferris, AICP  
Acting Planning and Engineering Director

Attachments: Plat  
Contract for Construction of Required Improvements

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT GREENACRES CONSTRUCTION AND DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS SANTA CATALINA, BEING A REPLAT OF A PORTION OF TRACT 20, BLOCK 22, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 20, THENCE N89°01'35"E ALONG THE NORTH LINE OF SAID TRACT 20 FOR A DISTANCE OF 401.43 FEET TO THE WEST RIGHT OF WAY LINE OF JOG ROAD AS RECORDED IN ROAD BOOK 4, PAGE 133, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S02°07'07"W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 550.82 FEET; THENCE S89°01'35"W FOR A DISTANCE OF 385.47 FEET TO THE WEST LINE OF SAID TRACT 20; THENCE N00°27'32"E ALONG THE WEST LINE OF SAID TRACT 20 FOR A DISTANCE OF 550.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.968 ACRES, MORE OR LESS.

ALSO DESCRIBED AS:

PARCEL 1:

BEGINNING AT A POINT IN THE WESTERLY LINE OF TRACT 20, BLOCK 22, PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45, 440.19 FEET SOUTH (MEASURED ALONG THE WESTERLY LINE OF TRACT 20) FROM THE NORTHWESTERLY CORNER OF TRACT 20; SAID BEGINNING POINT BEING ALSO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF F. LEWIS STEENKEN AND SHIRLEY PAE STEENKEN, HIS WIFE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 823, PAGE 380, PALM BEACH COUNTY RECORDS, THENCE EASTWARDLY ALONG STEENKEN'S SOUTHERLY LINE 390.33 FEET TO JOG ROAD, THENCE SOUTHWARDLY ALONG JOG ROAD 110 FEET, THENCE WESTWARDLY 387.67 FEET TO A POINT IN THE WESTERLY LINE OF TRACT 20, WHICH POINT IS 110 FEET SOUTH OF THE POINT OF BEGINNING MEASURED ALONG THE WESTERLY LINE OF TRACT 20, THENCE NORTHWARDLY, ALONG THE WESTERLY LINE OF TRACT 20, 110 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 2:

BEGINNING AT THE NORTHWESTERLY CORNER OF TRACT 20, BLOCK 22, PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45; THENCE EASTWARDLY ALONG THE NORTHERLY LINE OF SAID TRACT 20, 401 FEET TO THE WESTERLY LINE OF JOG ROAD; THENCE SOUTHWARDLY ALONG THE WESTERLY LINE OF JOG ROAD 220.78 FEET; THENCE WESTWARDLY 395.67 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 20, WHICH POINT IS 220.19 FEET SOUTH OF THE POINT OF BEGINNING AS MEASURED ALONG THE WESTERLY LINE OF SAID TRACT 20; THENCE NORTHWARDLY ALONG THE WESTERLY LINE OF SAID TRACT 20, 220.19 FEET TO THE POINT AND PLACE OF BEGINNING.

BEGINNING AT A POINT IN THE WESTERLY LINE OF TRACT 20, BLOCK 22, OF PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45, 220.19 FEET SOUTH (MEASURED ALONG THE WESTERLY LINE OF TRACT 20) FROM THE NORTHWESTERLY CORNER OF TRACT 20; SAID BEGINNING POINT BEING ALSO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF ARTHUR H. AND ROSAMOND F. CLARKE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 776, PAGE 267, PALM BEACH COUNTY RECORDS, THENCE;

- EASTWARDLY ALONG CLARKE'S SOUTHERLY LINE, 395.67 FEET TO JOG ROAD, THENCE;
- SOUTHWARDLY ALONG JOG ROAD, 110 FEET, THENCE;
- WESTWARDLY 393.00 FEET TO A POINT IN THE WESTERLY LINE OF TRACT 20, WHICH POINT IS 110 FEET SOUTH OF THE POINT OF BEGINNING, MEASURED ALONG THE WESTERLY LINE OF TRACT 20, THENCE;
- NORTHWARDLY ALONG THE WESTERLY LINE OF TRACT 20, 110 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 3:

THE SOUTH 110 FEET OF THE NORTH 440.19 FEET OF TRACT 20 WEST OF JOG ROAD, BLOCK 22, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45.

CONTAINING 4.968 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

TRACT 'A', AS SHOWN HEREON, IS HEREBY RESERVED FOR THE SANTA CATALINA CONDOMINIUM ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AS A ROADWAY TRACT SERVING ABUTTING TRACTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACT 'B', AS SHOWN HEREON, IS HEREBY RESERVED FOR THE SANTA CATALINA HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, AS A ROADWAY TRACT SERVING ABUTTING LOTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACTS 'C1' AND 'C2', AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE SANTA CATALINA CONDOMINIUM ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF GREENACRES, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACTS 'P1' AND 'P2', AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE SANTA CATALINA CONDOMINIUM ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, AS PARKING TRACTS SERVING ABUTTING TRACTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACT 'D1', AS SHOWN HEREON, IS HEREBY RESERVED FOR THE SANTA CATALINA HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR DRAINAGE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, THEIR SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACTS 'D2' AND 'D3', AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE SANTA CATALINA CONDOMINIUM ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACT 'L1', AS SHOWN HEREON, IS HEREBY RESERVED FOR THE SANTA CATALINA HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR LANDSCAPE BUFFER AND DRAINAGE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, THEIR SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACTS 'L2' AND 'L3', AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE SANTA CATALINA CONDOMINIUM ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, THEIR SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

TRACT 'E', AS SHOWN HEREON, IS HEREBY DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES.

TRACT 'R', AS SHOWN HEREON, IS HEREBY RESERVED FOR THE SANTA CATALINA HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR RECREATIONAL PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

THE DRAINAGE EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES; THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE SANTA CATALINA HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF GREENACRES.

THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PUBLIC IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS, THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

THE PALM BEACH COUNTY UTILITY EASEMENTS IDENTIFIED ON THE PLAT HEREON ARE EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO PALM BEACH COUNTY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, AND RELATED APPURTENANCES. THE MAINTENANCE OF THE LAND UNDERLYING THESE EASEMENTS SHALL BE A PERPETUAL OBLIGATION OF THE PROPERTY OWNER, UNLESS OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

THE MASS TRANSIT EASEMENT, AS SHOWN HEREON, IS DEDICATED IN PERPETUITY, BY OWNER, TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, ITS SUCCESSORS AND ASSIGNS (HEREAFTER "COUNTY"), FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND USE OF A PUBLIC TRANSIT BOARDING AND ALIGHTING AREA, WHICH USE INCLUDES BUT IS NOT LIMITED TO A PUBLIC TRANSIT BUS SHELTER, TRANSFER STATION, AND ADVERTISING. THE OWNER, ITS SUCCESSORS AND ASSIGNS (HEREAFTER "OWNER"), SHALL MAINTAIN THE EASEMENT AREA UNTIL SUCH TIME AS THE COUNTY CONSTRUCTS IMPROVEMENTS IN THE EASEMENT AREA FOR ITS INTENDED USE AND PURPOSES, AT WHICH TIME THE COUNTY WILL ASSUME MAINTENANCE OF THE EASEMENT AREA SO LONG AS THE IMPROVEMENTS ARE LOCATED THEREON AND COUNTY USES THE EASEMENT AREA FOR ITS INTENDED PURPOSES. THE MAINTENANCE OBLIGATION SHALL AUTOMATICALLY REVERT TO THE OWNER UPON COUNTY'S TEMPORARY OR PERMANENT CESSATION OF USE OF THE IMPROVEMENTS OR REMOVAL OF THE IMPROVEMENTS.

# SANTA CATALINA

A REPLAT OF A PORTION OF TRACT 20, BLOCK 22, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.

SHEET 1 OF 2

JANUARY, 2017

DEDICATION (CONTINUED):

IN WITNESS WHEREOF, GREENACRES CONSTRUCTION AND DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS SOLE MEMBER, THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

GREENACRES CONSTRUCTION AND DEVELOPMENT, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
JOHN PAUL REICHARD III, MANAGER

WITNESS: \_\_\_\_\_

ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN PAUL REICHARD III, WHO IS KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF GREENACRES CONSTRUCTION AND DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS MANAGER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FORGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY. WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

MY COMMISSION EXPIRES: \_\_\_\_\_ COMMISSION NO. \_\_\_\_\_

BY: \_\_\_\_\_  
NOTARY PUBLIC

ACCEPTANCE OF RESERVATIONS:

IN WITNESS WHEREOF, SANTA CATALINA HOMEOWNERS ASSOCIATION, INC., HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE AND OBLIGATIONS FOR SAME AS SET FORTH HEREON, DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

SANTA CATALINA HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
JOHN PAUL REICHARD III, PRESIDENT

WITNESS: \_\_\_\_\_

ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED \_\_\_\_\_, WHO IS KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF THE SANTA CATALINA HOMEOWNERS ASSOCIATION, INC., ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION. WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

MY COMMISSION EXPIRES: \_\_\_\_\_ COMMISSION NO. \_\_\_\_\_

BY: \_\_\_\_\_  
NOTARY PUBLIC

ACCEPTANCE OF RESERVATIONS:

IN WITNESS WHEREOF, SANTA CATALINA CONDOMINIUM ASSOCIATION, INC., HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE AND OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

SANTA CATALINA CONDOMINIUM ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
JOHN PAUL REICHARD III, PRESIDENT

WITNESS: \_\_\_\_\_

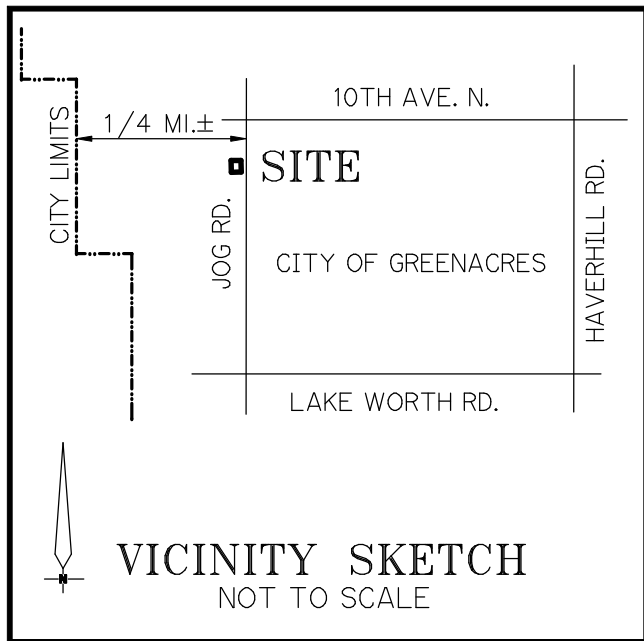
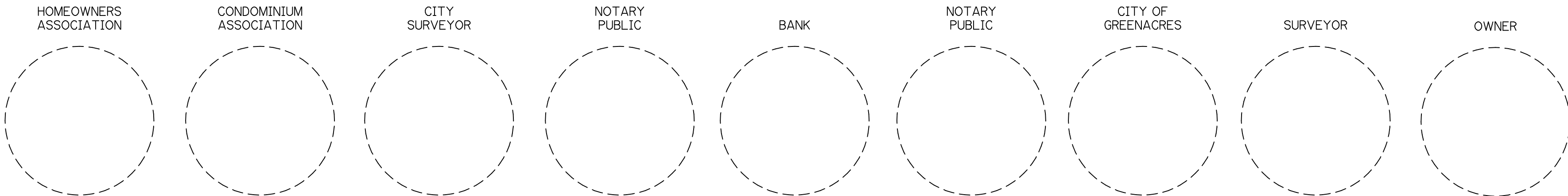
ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED \_\_\_\_\_, WHO IS KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF THE SANTA CATALINA CONDOMINIUM ASSOCIATION, INC., ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION. WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

MY COMMISSION EXPIRES: \_\_\_\_\_ COMMISSION NO. \_\_\_\_\_

BY: \_\_\_\_\_  
NOTARY PUBLIC



STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR RECORD  
AT \_\_\_\_, \_\_\_\_, M., THIS \_\_\_\_ DAY  
OF \_\_\_\_, 2017, AND DULY  
RECORDED IN PLAT BOOK NO. \_\_\_\_  
ON PAGE \_\_\_\_.

SHARON R. BOCK  
CLERK AND COMPTROLLER

BY: \_\_\_\_\_ D.C.

SITE DATA:

PLAT NAME: SANTA CATALINA  
AREA OF PLAT: 4.968 ACRES (216,406 S.F.)  
AREA OF TRACT 'A': 0.281 ACRES (12,242 S.F.)  
AREA OF TRACT 'B': 0.747 ACRES (32,562 S.F.)  
AREA OF TRACT 'C1': 0.173 ACRES (7,524 S.F.)  
AREA OF TRACT 'C2': 0.173 ACRES (7,524 S.F.)  
AREA OF TRACT 'D1': 0.221 ACRES (9,629 S.F.)  
AREA OF TRACT 'D2': 0.059 ACRES (2,560 S.F.)  
AREA OF TRACT 'D3': 0.029 ACRES (1,277 S.F.)  
AREA OF TRACT 'E': 0.007 ACRES (312 S.F.)  
AREA OF TRACT 'L1': 0.305 ACRES (13,275 S.F.)  
AREA OF TRACT 'L2': 0.157 ACRES (6,867 S.F.)  
AREA OF TRACT 'L3': 0.133 ACRES (5,788 S.F.)  
AREA OF TRACT 'P1': 0.431 ACRES (18,769 S.F.)  
AREA OF TRACT 'P2': 0.418 ACRES (18,199 S.F.)  
AREA OF TRACT 'R': 0.038 ACRES (1,647 S.F.)  
AREA OF LOTS 1-29: 1.796 ACRES (78,231 S.F.)

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CITY OF GREENACRES APPROVAL:

CITY COUNCIL  
GREENACRES, FLORIDA

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_, 2017 A.D.

BY: \_\_\_\_\_  
SAMUEL J. FERRERI, MAYOR

BY: \_\_\_\_\_  
ANDREA McCUE, CITY MANAGER

BY: \_\_\_\_\_  
PATRICK J. GIBNEY, CITY ENGINEER

ATTEST:

BY: \_\_\_\_\_  
JOANNA CUNNINGHAM, CITY CLERK

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF GREENACRES AND DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THE PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DOUGLAS M. DAVIE  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NO. 4343  
STATE OF FLORIDA

SURVEYOR'S NOTES:

BEARINGS ARE BASED ON THE PALM BEACH COUNTY STATE PLANE GRID WITH THE WEST RIGHT OF WAY LINE OF JOG ROAD BEARING S02°07'07"W.

THE CITY OF GREENACRES SHALL HAVE THE RIGHT OF ACCESS FOR EMERGENCY AND MAINTENANCE PURPOSES WITHIN THE LIMITS OF THIS SUBDIVISION.

THE CITY OF GREENACRES SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.09(1)(g), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF GREENACRES, FLORIDA.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ROBERT A. BUGGEE  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NO. 3302  
STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY  
ROBERT A. BUGGEE  
PROFESSIONAL SURVEYOR & MAPPER. #3302  
STATE OF FLORIDA  
IN THE OFFICES OF "THE SURVEYOR"  
233 E. GATEWAY BOULEVARD  
BOYNTON BEACH, FLORIDA 33435  
LICENSED BUSINESS # 7890



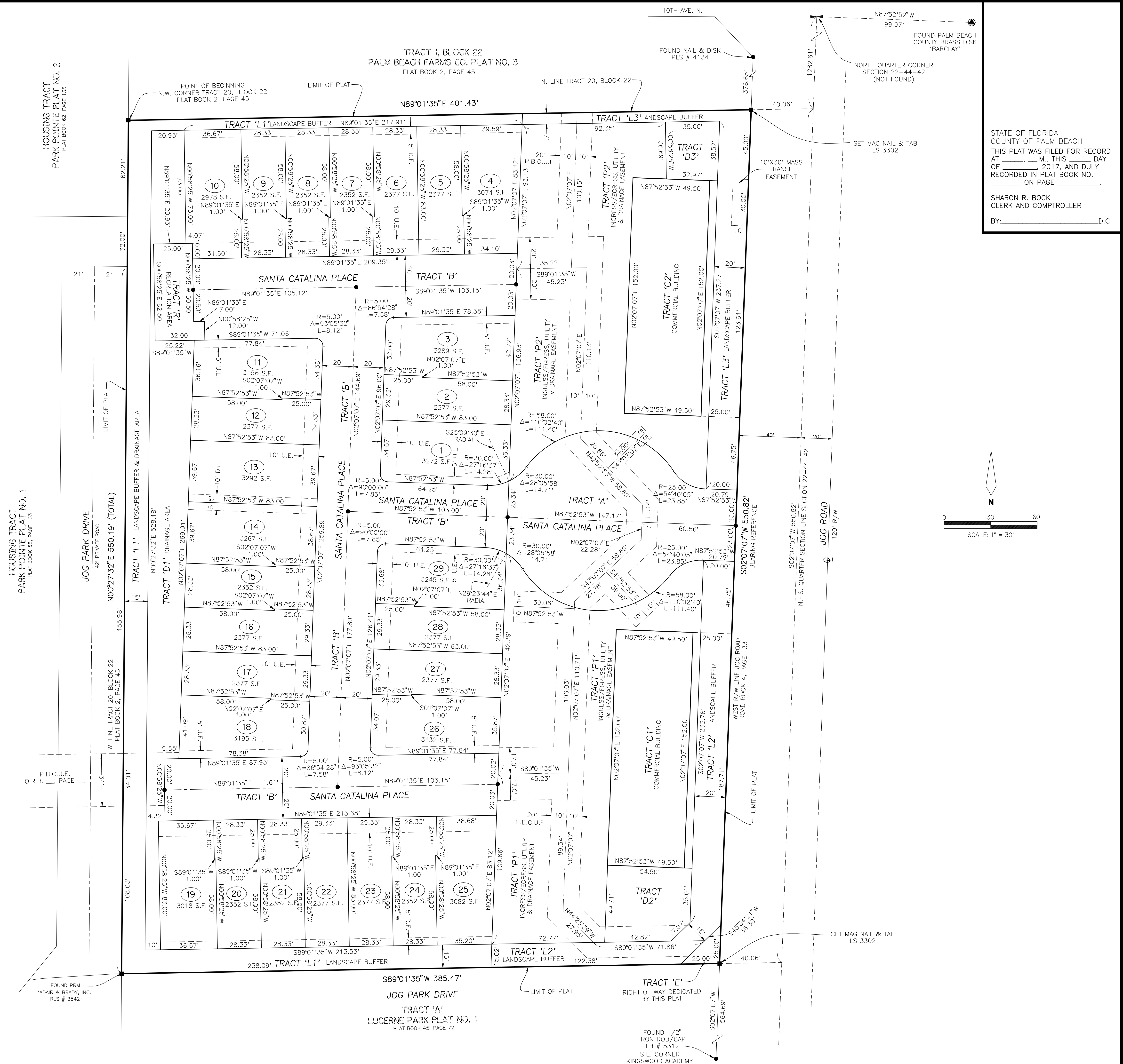
A REPLAT OF A PORTION OF TRACT 20, BLOCK 22, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, CITY OF GREENACRES, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY  
ROBERT A. BUGGEE  
PROFESSIONAL SURVEYOR & MAPPER. #3302  
STATE OF FLORIDA  
IN THE OFFICES OF "THE SURVEYOR"  
233 E. GATEWAY BOULEVARD  
BOYNTON BEACH, FLORIDA 33435  
LICENSED BUSINESS # 7890

PLAT NAME:	SANTA CATALINA
AREA OF PLAT: 'A':	4.968 ACRES (216,406 S.F.)
AREA OF TRACT 'B':	0.281 ACRES (12,242 S.F.)
AREA OF TRACT 'C1':	0.173 ACRES (7,524 S.F.)
AREA OF TRACT 'C2':	0.173 ACRES (7,524 S.F.)
AREA OF TRACT 'D1':	0.221 ACRES (9,629 S.F.)
AREA OF TRACT 'D2':	0.059 ACRES (2,560 S.F.)
AREA OF TRACT 'D3':	0.029 ACRES (1,277 S.F.)
AREA OF TRACT 'E':	0.007 ACRES (312 S.F.)
AREA OF TRACT 'L1':	0.305 ACRES (13,275 S.F.)
AREA OF TRACT 'L2':	0.305 ACRES (13,275 S.F.)
AREA OF TRACT 'L3':	0.133 ACRES (5,788 S.F.)
AREA OF TRACT 'P1':	0.431 ACRES (18,769 S.F.)
AREA OF TRACT 'P2':	0.418 ACRES (18,199 S.F.)
AREA OF TRACT 'R':	0.038 ACRES (1,647 S.F.)
AREA OF LOTS 1-29:	1.796 ACRES (78,231 S.F.)

P.R.M. = PERMANENT REFERENCE MONUMENT  
 ■ = SET P.R.M. 4" x4" CONCRETE MONUMENT STAMPED 'LS 3302' UNLESS OTHERWISE NOTED  
 C = CENTERLINE  
 U.E. = UTILITY EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 R/W = RIGHT OF WAY  
 S.F. = SQUARE FEET  
 P.B.C.U.E. = PALM BEACH COUNTY UTILITY EASEMENT  
 19 = LOT NUMBER

①9 = LOT NUMBER



CITY OF GREENACRES

Council Agenda Memo  
2017.01KF03.003

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Kara L. Irwin-Ferris, Acting Planning and Engineering Director

SUBJECT: **Plat Approval for Santa Catalina (SP-15-04)**  
City Council Agenda Item for 02-06-17

DATE: January 30, 2017

COPIES: James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk  
File: SP-15-04

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**Background:**

The Santa Catalina development is to be located on the northwest corner of South Jog Road and Jog Park Drive at 3145, 3197, and 3229 South Jog Road and will consist of 29 two-story townhouse residential units and two one-story 7,225 square foot office buildings on a 4.97 acre site. The plat was submitted pursuant to the requirements of the Site Plan approval by the City Council on April 4, 2016.

**Analysis:**

The review indicates that the attached plat accurately reflects the Site Plan and complies with the City's Subdivision Code requirements.

**Legal:**

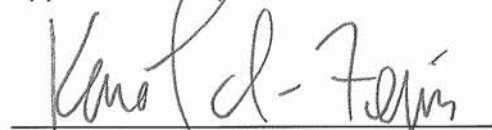
The plat has been reviewed in accordance with the requirements of Chapter 12 of the City Code and Chapter 177, Florida Statutes.

**Financial:**

The developer has paid the Recreation fee of \$57,958.38 and the Government Services fee of \$27,727.97 in accordance with Article IV of the Subdivision Regulation per the parks and recreation and governmental services.

**Staff Recommendation:**

*Approval of the plat for Santa Catalina.*



Kara L. Irwin-Ferris, AICP  
Acting Planning and Engineering Director

Attachments: Plat  
Contract for Construction of Required Improvements

CITY OF GREENACRES  
Council Agenda Memorandum  
2017.01JC1.004

TO: Mayor and City Council

FROM: Andrea McCue, City Manager

RE: Charter Review Committee Appointment

DATE: January 6, 2017

COPIES: James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk

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An appointment period had been established for the Mayor and each Council Member to appoint two residents who shall complete an application to serve on the Charter Review Committee.

The City Council ratified the list of committee members at the regularly scheduled City Council meeting following the closing date of the appointment period on December 5, 2016.

One of the Council Appointed recommendations by Councilwoman Bousquet has been unable to serve and therefore has created a vacancy. Councilwoman Bousquet would like to nominate resident Emily Roberts as a replacement for Arthur Harrell to serve on the Charter Review Committee.

Mayor Ferreri has submitted Mr. Brian Willever as his first appointment to the Charter Review Committee.

I would like recommend that Emily Roberts and Brian Willever be ratified as Councilwoman Bousquet's second appointee.

  
Andrea McCue  
City Manager





**CITY OF GREENACRES  
BOARD AND COMMITTEE SERVICE APPLICATION**

NAME: BRIAN WILLEVER PHONE: 561-601-4054  
ADDRESS: 6520 SPRINGMEADOW DRIVE  
CITY, STATE & ZIP: GREENACRES, FL 33413  
EMAIL ADDRESS: mdwillever@comcast.net  
EMPLOYER NAME: ROYAL WELLINGTON PHARM. OCCUPATION: OWNER / TREASURER

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

EDUCATION: HAVE AA BUSINESS ADMIN (ACCOUNTING) BROWARD COM. COL.  
" BA MASS COMMUNICATION (MASS MEDIA) FAU

EXPERIENCE: HAVE BEEN DRUG RETAIL FOR 32 YEARS. WAS A STORE  
MANAGER FOR WALGREENS + CVS. CURRENTLY I AM  
DIVISION OF A LONG-TERM PHARMACY IN WELLINGTON.

INTEREST IN SERVING: HAVE ALWAYS WANTED TO SERVE MY COMMUNITY  
THAT WOULD SUPPORT AND ADVANCE OUR COMMUNITY IN  
A POSITIVE WAY.

Do you currently hold any City office? ☐ Yes ☒ No

Do you own a business within the City? ☐ Yes ☒ No If yes, which one? \_\_\_\_\_

**On which Board or Committee are you interested in serving?**

- |  |  |
|--|--|
| <input type="checkbox"/> Board of Trustees – PSO & Firefighters Retirement | <input type="checkbox"/> Building Board of Adjustments & Appeals |
| <input checked="" type="checkbox"/> Charter Review Committee               | <input type="checkbox"/> Civil Service Board                     |
| <input type="checkbox"/> Code Enforcement Board                            | <input type="checkbox"/> Planning Commission                     |
| <input type="checkbox"/> Scholarship Committee                             | <input type="checkbox"/> Zoning Board of Adjustments & Appeals   |

Applicant Signature: [Signature] Date: 1/31/17

Nominated By: Mayor Ferreri



## CITY OF GREENACRES

5800 Melaleuca Lane  
Greenacres, FL 33463-3515

### Authorization For Release of Information

TO: Authorized Representative of any Organization, Institution or Repository of Records

APPLICANT'S FULL NAME: BRIAN LEIGH WILLEVER

SOCIAL SECURITY NUMBER: 266-93-1305 DATE OF BIRTH: 10/31/1967

I respectfully request and authorize you to furnish any and all information and records that you may have to the CITY OF GREENACRES. This information will be used to assist the CITY OF GREENACRES in conducting a background investigation to determine the applicant's qualifications for a position with the City.

I hereby release you, your organization, the City of Greenacres or others from any liability or damage, which may result from furnishing the information requested above.

Applicant's Signature: [Signature]

6500 SPRINGMOUND DR GREENACRES FL 33413  
Address City State Zip

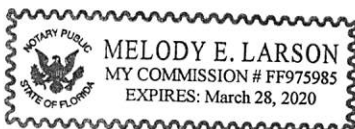
### AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared BRIAN L. WILLEVER, who said that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Signed before me this 31<sup>ST</sup> day of JANUARY, 2017. He/she is personally known to me or has produced FL DRIVER LICENSE as identification.



Notary Public Signature

MELODY E. LARSON  
Notary Public Name; Typed or Printed





## **Confidential Release of Social Security Number and Statement of Purpose**

Pursuant to Section 119.071 (5), Florida Statutes, social security numbers collected by the City of Greenacres are confidential and exempt. The requirement to request the social security number must be relevant to the purpose for which it is collected and must be clearly documented.

Section 119.071 (5), Florida Statutes, gives authority for the City of Greenacres to collect social security numbers if it is stated in writing the purpose for its collection and is specifically authorized by law to do so or it is imperative for the performance of the City's duties and responsibilities as prescribed by law. There are many individuals with the same name, therefore, without this identifying social security number, it would be difficult, if not impossible, to be reasonably sure that the correct individual(s) are identified and to verify they meet the requirements of the statutes.

The requirement for your social security number is mandatory. The City of Greenacres requires the release of your social security number for one or more of the following purposes or reasons:

- to perform background investigation checks for employment, volunteering or interning; or
- to serve on City Council, boards or commission; or
- to issue business tax receipt(s); or
- to conduct 1099 reporting of income for poll workers, vendors and consultants; or
- to enroll in specific training courses and classes that require Social Security numbers; or
- to produce patient insurance billing and/or for patient tracking; or
- to provide Florida Statute required information for Police/Fire/EMS purposes; or
- to process scholarship award(s) funding for students college tuition; or
- to administer workers' compensation claims, unemployment compensation claims; or
- to process health/dental claims; or
- to report income paid pursuant to the Internal Revenue Code; or
- to administer the provisions of pension plans; or
- to collect a debt.

**CONFIDENTIAL**



CITY OF GREENACRES  
BOARD AND COMMITTEE SERVICE APPLICATION

NAME: Emily Jacobs-Roberts PHONE: cel: 561 351 4711  
home: 561 437 9014  
ADDRESS: 6223 Pondtree Court  
CITY, STATE & ZIP: Greenacres FL 33463  
EMAIL ADDRESS: EJROBARTS@yahoo.com  
EMPLOYER NAME: Ret. OCCUPATION: Ret.

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

I was a special education director in Massachusetts  
and a teacher for over 30 years. My husband  
and I also had an advocacy business in  
which we assisted senior citizens and worked  
closely with Area Agency on Aging and the  
Alzheimers Association

Do you currently hold any City office? ☐ Yes ☒ No

Do you own a business within the City? ☐ Yes ☒ No If yes, which one? \_\_\_\_\_

On which Board or Committee are you interested in serving?

- |  |  |
|--|--|
| <input type="checkbox"/> Board of Trustees – PSO & Firefighters Retirement | <input type="checkbox"/> Building Board of Adjustments & Appeals |
| <input checked="" type="checkbox"/> Charter Review Committee               | <input type="checkbox"/> Civil Service Board                     |
| <input type="checkbox"/> Code Enforcement Board                            | <input type="checkbox"/> Planning Commission                     |
| <input type="checkbox"/> Scholarship Committee                             | <input type="checkbox"/> Zoning Board of Adjustments & Appeals   |

Applicant Signature: Emily Jacobs-Roberts Date: 1/30/17

Nominated By: Paula Bousquet





## CITY OF GREENACRES

5800 Melaleuca Lane  
Greenacres, FL 33463-3515

### Authorization For Release of Information

TO: Authorized Representative of any Organization, Institution or Repository of Records

APPLICANT'S FULL NAME: Emily Jacobs-Robarts

SOCIAL SECURITY NUMBER: 032308365 DATE OF BIRTH: 12-18-1941

I respectfully request and authorize you to furnish any and all information and records that you may have to the CITY OF GREENACRES. This information will be used to assist the CITY OF GREENACRES in conducting a background investigation to determine the applicant's qualifications for a position with the City.

I hereby release you, your organization, the City of Greenacres or others from any liability or damage, which may result from furnishing the information requested above.

Applicant's Signature: Emily Jacobs-Robarts  
6223 Pond Tree Ct., Greenacres FL 33463  
Address City State Zip

### AFFIDAVIT

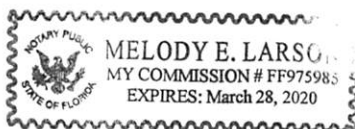
STATE OF FL

COUNTY OF Palm Beach

Before me personally appeared EMILY JACOB-ROBARTS, who said that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Signed before me this 30th day of JANUARY, 2017 He/she is personally known to me or has produced FL DRIVER LICENSE as identification.

(Seal)



Melody E. Larson

Notary Public Signature

MELODY E. LARSON

Notary Public Name; Typed or Printed



## **Confidential Release of Social Security Number and Statement of Purpose**

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Section 119.071 (5), Florida Statutes, gives authority for the City of Greenacres to collect social security numbers if it is stated in writing the purpose for its collection and is specifically authorized by law to do so or it is imperative for the performance of the City's duties and responsibilities as prescribed by law. There are many individuals with the same name, therefore, without this identifying social security number, it would be difficult, if not impossible, to be reasonably sure that the correct individual(s) are identified and to verify they meet the requirements of the statutes.

The requirement for your social security number is mandatory. The City of Greenacres requires the release of your social security number for one or more of the following purposes or reasons:

- to perform background investigation checks for employment, volunteering or interning; or
- to serve on City Council, boards or commission; or
- to issue business tax receipt(s); or
- to conduct 1099 reporting of income for poll workers, vendors and consultants; or
- to enroll in specific training courses and classes that require Social Security numbers; or
- to produce patient insurance billing and/or for patient tracking; or
- to provide Florida Statute required information for Police/Fire/EMS purposes; or
- to process scholarship award(s) funding for students college tuition; or
- to administer workers' compensation claims, unemployment compensation claims; or
- to process health/dental claims; or
- to report income paid pursuant to the Internal Revenue Code; or
- to administer the provisions of pension plans; or
- to collect a debt.

**CONFIDENTIAL**

**CITY OF GREENACRES  
COUNCIL AGENDA MEMORANDUM  
#2017.01.MT6.02**

**TO:** Mayor & City Council

**THRU:** Andrea McCue, City Manager

**FROM:** Michele Thompson, Director of Leisure Services

**SUBJECT:** PALM BEACH COUNTY SHERIFF'S OFFICE - REQUEST FOR USE OF CITY BUS

**DATE:** January 31, 2017

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**Background:**

Last year PBSO received a grant from the Florida Sheriff's Youth Ranches to operate a 5-day "Harmony in the Streets" summer camp. The camp was held in the clubhouse at Pickwick Park with approximately 85% of the camp participants residing in that community. PBSO is receiving funds again this year and will be operating two (2) separate 5-day camps to be held at the Greenacres Community Center for approximately 60 children ages 6 – 12. The camp dates are, June 19<sup>th</sup> – 23<sup>rd</sup> and July 24<sup>th</sup> – 28<sup>th</sup>.

During both of the camp sessions, PBSO is requesting use of the City's 60 passenger bus in order to take the children on some field trips.

**Analysis:**

City Council Policy No. 20 requires approval by the City Council for buses to be used by another organization or agency other than the City. The City's 60 passenger bus can only be driven by a CDL driver employed by the City.

**Financial:**

PBSO is requesting that the cost of a CDL driver (\$15.85/hour x approx. 22 hours = \$348.70) and fuel expenses for the fields trips be covered by the City.

**Legal:**

The City is already listed as an "Additional Insured" on PBSO's Certificate of Liability insurance.

**Staff Recommendation:**

Approval of PBSO's request to utilize one (1) 60-passenger City bus driven by a CDL driver employed with the Leisure Services Department.

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Michele Thompson, CPRP  
Director of Leisure Services

## **ORDINANCE NO. 2017-01**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 14, TRAFFIC AND VEHICLES, ARTICLE I ENTITLED “IN GENERAL” AND ARTICLE II ENTITLED “STOPPING, STANDING, PARKING” AND REPEAL OF ARTICLE III OF THE CITY OF GREENACRES CODE OF ORDINANCES PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 14, Article I of the City of Greenacres Code provides for the adoption of Florida Statutes which addresses motor vehicles; and

**WHEREAS**, Chapter 14, Article II of the City of Greenacres Code provides for the restriction of parking in designated areas, zones, and rights-of ways; and

**WHEREAS**, the City Council desires to preserve the residential character and aesthetics of the City; and

**WHEREAS**, the City Council desires to promote safe, unimpeded traffic circulation throughout the City.

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

**Section 1.** Code of Ordinances City of Greenacres, Chapter 14, Traffic and Vehicles, is hereby amended as follows:

### **ARTICLE I. IN GENERAL**

#### **Sec. 14-1. - Adoption of Florida Statutes.**

All of the provisions of Florida Statutes which address motor vehicles, those provisions which are known as the Florida Uniform Traffic Control Law are hereby adopted by reference and made a part of this Code.

#### **Sec. 14-2. - ~~Impounding vehicles~~ Vehicle Towing, Storage.**

The city hereby adopts by reference the Palm Beach Sheriff's Office (PBSO) General Order 504.00, Sec. I, Towing of Vehicles or Vessels, attached hereto as

"Exhibit A" and by this reference made part hereof. A copy of the PBSO General Order 504.00 shall be kept on file in the office of the city clerk.

- ~~(a) Public safety officers are authorized to remove a vehicle from the street to the nearest garage or other place of safety or to a garage designated or maintained by the department of public safety under circumstances herein enumerated:~~
- ~~(1) When a vehicle upon a street or highway is so disabled as to constitute an obstruction to traffic, or the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody and removal.~~
- ~~(2) When a vehicle is found upon the right-of-way and is not in proper condition to be driven.~~
- ~~(3) When any vehicle is left unattended upon the street or highway and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.~~
- ~~(4) When any vehicle is left unattended upon the right-of-way continuously for more than twenty-four (24) hours.~~
- ~~(5) When removal is necessary in the interest of public safety because of fire, flood, storm, or other emergency reasons.~~
- ~~(b) No vehicle impounded in a garage as herein provided shall be released therefrom until the charges for towing such vehicle into the garage and storage charges have been paid. Charges for towing and removal shall be approved by the department and posted for public inspection in the garages affected.~~
- ~~(c) Whenever an officer removes a vehicle from a street or highway as authorized in this section, and the department knows or is able to ascertain the name and address of the owner thereof, the department shall within twenty-four (24) hours give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed. In the event such vehicle is stored in an authorized garage, a copy of such notice shall be given to the proprietor of such garage.~~
- ~~(d) Whenever an officer removes a vehicle from a street or highway under this section, and the department does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and if the vehicle is not returned to the owner within a period of three (3) days, then the department shall immediately send or cause to be sent written report of such removal by mail to the motor vehicle commissioner of the state department of public safety and shall file a copy of such notice with the proprietor of any garage in which the vehicle may be stored. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and the name of the garage or place where the vehicle is stored.~~

**Sec. 14-3 ----14-24. – Reserved.****ARTICLE II. - STOPPING, STANDING, PARKING****Sec. 14-25. - Definitions.**

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

*Boat* shall mean ~~a vessel as defined in F.S. Chapter 327 as the same may be amended from time to time.~~ any and every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water and is synonymous with vessel.

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

*Commercial vehicle* shall mean any motor vehicle upon which commercial lettering, as defined herein, has been affixed. The term shall also include, but shall not necessarily be limited to any motor vehicle with tools, building materials or merchandise visible from the street or from abutting residential property.

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

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

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

~~*Motor vehicle, bus, truck, heavy truck, truck tractor, trailer, semi-trailer, camping trailer, truck camper, motor home, private motor coach, van conversion, park trailer, pole trailer, gross weight, net weight and owner* shall have the meanings respectively ascribed to them in F.S. Chapters 316 and 320 as the same may be amended from time to time.~~



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

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

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

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

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

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

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

- (a) The city manager shall designate, upon the advice of the city traffic engineer or engineering consultant, places where the parking, standing or stopping of a motor vehicle shall be restricted or limited and signs giving notice of such restrictions or limitations shall be appropriately erected.
- (b) Fine for violations of this section. A violator of this section shall pay a penalty in accordance with Chapter 2 Sec. 2-65 of the Greenacres Code of Ordinances ~~thirty dollar (\$30.00) fine to the finance department for each violation. If the violator fails to pay this fine within fifteen (15) days after the notice or citation was attached to the vehicle, a late penalty of twenty dollars (\$20.00) will be assessed.~~ The ~~public safety department~~ PBSO may also authorize the towing of a vehicle in violation of this section. When any vehicle found in violation of this chapter has been towed away on the order of a ~~police officer~~ sheriff's deputy, it shall be the duty of the owner thereof to pay the towing charges necessary and reasonably incurred, including towing and wrecker charges and storage.

#### **Sec. 14-27. – Reserved.**

#### **Sec. 14-28. - Parking of motor vehicles, boats and trailers.**

(a) Parking on rights-of-way.

(1) The parking, standing or stopping of a boat; bus; truck with a gross vehicle weight rating in excess of ten thousand (10,000) pounds, or rated over one (1) ton, or height in excess of seven (7) feet including any load, bed or box, or length in excess of twenty-two (22) feet; truck tractor; trailer; semi-trailer; pole trailer; step-van; commercial vehicle; recreational vehicle; or construction and industrial equipment as previously defined, for a period exceeding one (1) hour in any twenty-four-hour period is prohibited on all public streets, alleys or rights-of-way therewith within the city.

(2) The prohibitions in section 14-28 (a) shall not apply to motor vehicles which are temporarily parked for the purpose of loading and unloading materials or equipment or making service calls, however, the duration of such temporary parking shall not exceed four (4) hours in any twenty-four-hour period.

(3) The prohibitions in section 14-28 (a) shall not apply to motor vehicles which have become disabled; however, the duration of such temporary parking shall not exceed four (4) hours after which the vehicle must be removed by wrecker towing if necessary, regardless of the nature of the emergency.

(4) The parking of non-prohibited vehicles shall be done in a safe manner so as not to cause hazards such as encroachment on sidewalks, obstruction of visibility to motorists utilizing the roadway, or in general ~~ea~~ffecting the ability of motorists to safely use the roadway. The parking of non-prohibited vehicles shall not obstruct driveways or impede the ability of the abutting property owner to maintain the right-of-way strip.

(5) No person shall park a vehicle upon any right-of-way for the purpose of advertising any place of business or service, displaying the vehicle for sale, repairing the vehicle except repairs necessary for meeting an emergency, or selling merchandise from the vehicle, except when authorized or licensed under the Code or other ordinances of the city.

(6) Parking on swales, consent of owner required; emergencies exempted. It shall be unlawful to stop, park or drive a motor vehicle upon the unpaved portion of the street right-of-way within the city without the express consent of the owner of the property abutting said right-of-way. The driver of any motor vehicle who stops, parks or drives upon the unpaved portion of the street right-of-way because of an actual emergency which requires such action shall be exempt from the provisions of this section

(7) Fine for violations of this section. A violator of this section shall pay a penalty in accordance with Chapter 2 Sec. 2-65 of the Greenacres Code of Ordinances ~~thirty dollar (\$30.00) fine to the finance department for each violation. If the violator fails to pay this fine within fifteen (15) days after the notice or citation was attached to the vehicle, a late penalty of twenty dollars (\$20.00) will be assessed. The public safety department~~ PBSO may also authorize the towing of a vehicle in violation of this section. When any vehicle found in violation of this chapter has

been towed away on the order of a ~~police officer~~ sheriff's deputy, it shall be the duty of the owner thereof to pay the towing charges necessary and reasonably incurred, including towing and wrecker charges and storage.

(b) Parking on private property.

~~(1) Parking, standing or stopping of a bus, truck with a gross weight in excess of ten thousand (10,000) pounds, or height in excess of ten (10) feet including any load, bed or box; or length in excess of twenty-six (26) feet, truck trailer, semi-trailer, pole trailer, construction and industrial equipment as previously defined is prohibited on any property in any residential and mixed district residential zoning districts in the city. The parking of motor vehicles is allowed on private property within residential districts and on residential properties within mixed development and commercial districts subject to the following restrictions:~~

- ~~a) The plot of land must be improved with a residence.~~
- ~~b) The vehicle is parked in a safe manner so as not to cause hazards such as encroachment on sidewalks, or roadways, or obstructing visibility of motorists.~~
- ~~c) The motor vehicle cannot be inoperative, wrecked, junked, partially dismantled, or abandoned, and is licensed and registered as required by state law, and is used by the resident of the premises or a guest thereof.~~
- ~~d) The motor vehicle cannot have a gross vehicle weight rating in excess of 11 thousand (11,000) pounds, or a rating of over 1 ton, or a height in excess of ten (10) feet including any load, bed or box, or a length in excess of twenty-six (26) feet.~~
- ~~e) The vehicle cannot be; a bus, a trailer except as allowed by section 14-28 (c), a semi-trailer, a pole trailer, a tow truck, or construction and industrial equipment.~~
- ~~f) The motor vehicle must be parked in a garage/carport or on a driveway that has been designed and permitted for that purpose except for those properties that do not have an impervious driveway and were originally constructed without such driveway.~~

(2) The prohibitions in section 14-28 (b) shall not apply to motor vehicles which are temporarily parked for the purpose of loading and unloading materials or equipment or making service calls, however, the duration of such temporary parking shall not exceed eight (8) hours in any twenty-four-hour period.

(3) The prohibitions in section 14-28 (b) shall not apply to motor vehicles which have become disabled, however, the duration of such temporary parking shall not exceed eight (8) hours after which the vehicle must be removed by wrecker towing if necessary, regardless of the nature of the emergency.

(4) The prohibitions of section 14-28 (b) shall not apply to the temporary parking of construction vehicles where construction is underway for which a current and valid building permit has been issued by the city and the building permit is displayed on the premises.

~~(5) The parking of nonprohibited motor vehicles is allowed on private property within residential zoning districts provided that the plot of land is improved with a residence and the motor vehicle is not inoperative, wrecked, junked or partially dismantled or abandoned and is licensed and registered as required by state law and used by the resident of the premises or a guest thereof. Performing mechanical or other repair work on a motor vehicle parked on private property within the residential, mixed development residential, or mixed development commercial zoning districts is prohibited unless done in a garage. This prohibition does not extend to minor maintenance such as oil and tire changes or emergency repairs lasting no more than twenty four (24) hours on a vehicle owned by a resident of the property where the repairs are made.~~

(c) Parking and storage of boats, trailers and recreational vehicles.

(1) ~~One (1) b Boats, or trailers, with or without a boat, and one (1) recreational vehicles but not more than two (2)~~ may be parked on private property in residentially zoned districts within the city subject to the following restrictions:

- a. The plot of land ~~is~~ must be improved with a residence;
- b. The boat, trailer or recreational vehicle must be licensed and registered as required by state law;
- c. The boat, trailer or recreational vehicle must not be inoperative, wrecked, junked, partially dismantled or abandoned;
- d. The boat, trailer or recreational vehicle must be owned or used by a resident of the premises;
- e. The boat or recreational vehicle ~~is~~ must not be used for living, sleeping or housekeeping purposes;
- f. Notwithstanding subsection i. below, the boat, trailer or recreational vehicle must be parked in the rear yard or side yard not projecting beyond the front roof line, must have a height at or below eleven (11) feet, must be setback a minimum of four (4) feet from the building wall of any abutting property, and must be effectively screened from view of abutting surrounding properties and streets with an opaque by a masonry wall, ornamental fence or dense hedge planting a minimum of six (6) feet in height;
- g. The total of all boats, trailers and recreational vehicles, excluding those stored in a closed garage, shall be limited to two (2);
- h. The parking, storing or keeping of boats, ~~boat~~ trailers and recreational vehicles shall not cause other vehicles to be parked on sidewalks or in rights-of-way so as to create a hazard; and shall not reduce the required number of parking spaces for any dwelling by more than one (1) space; and
- i. One (1) boat, or trailer or recreational vehicle but not more than one (1) in total may be parked in a required front yard area between the structure and the street line, property line or right-of-way line, however,

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

j. All boats trailers and recreational vehicles must be parked on an impervious surface if parked in the front yard.

- (2) Fine for violations of this section. A person violating the provisions of section 14-28 (b) and 14-28 (c) shall be subject to the provisions set forth in chapter 2, article III, division 2 of this Code.

### **~~ARTICLE III. -- COMBAT AUTOMOBILE THEFT (CAT) PROGRAM~~**

#### **~~Sec. 14-30. -- Establishment.~~**

~~There is hereby established a combat automobile theft (CAT) program within the city. Such program shall include:~~

- ~~(1) Consent forms to be signed by motor vehicle owners who wish to enroll their vehicles; and~~
- ~~(2) Bright yellow decals indicating a vehicle's enrollment in the program.~~

#### **~~Sec. 14-31. -- Consent forms.~~**

~~The consent forms referenced in section 14-30 above shall:~~

- ~~(1) Explain the general operation of the program; and~~
- ~~(2) Provide authorization for a law enforcement officer to stop the vehicle when it is being driven between the hours of 1:00 a.m. and 5:00 a.m. provided that a decal is conspicuously affixed to the bottom left corner of the back window of the vehicle to provide notice of its enrollment in the program; and~~
- ~~(3) Advise the motor vehicle owner of the proper means by which the driver of the vehicle should cooperate with the law enforcement officer in such instance; and~~
- ~~(4) Provide that the owner of the motor vehicle is responsible for removing the decal when terminating participation in the program or when selling or otherwise transferring ownership of the vehicle and for notifying the department of public safety in writing of said termination; and~~
- ~~(5) Provide that the owner of the motor vehicle is responsible for informing any person authorized to use the vehicle that said vehicle is registered in the program; and~~

~~(6) Clearly provide that participation in the combat automobile theft program is strictly voluntary and may be terminated at any time; and~~

~~(7) Include a statement which indicates that the consent form has been read and understood in its entirety, including the procedures to be observed by the driver in a stop.~~

**~~Sec. 14-32. -- Program implementation.~~**

~~The combat automobile theft program may be implemented upon approval of program materials and procedures for making a stop of a vehicle bearing a decal by the public safety director and city attorney. Such program materials and procedures may be subject to periodic review and approval by the public safety director and the city attorney.~~

**Section 2. Repeal of Conflicting Ordinances**

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

**Section 3. Severability**

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

**Section 4. Inclusion in Code**

It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Laws and

Ordinances of the City of Greenacres, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “Section”, “Article” or another word.

**Section 5. Effective Date**

The provisions of this Ordinance shall become effective .

**Passed on the first reading this 23<sup>rd</sup> day of January , 2017.**

**PASSED AND ADOPTED on the second reading this 6<sup>th</sup> day of February,  
2017.**

**Voted**

\_\_\_\_\_  
**Samuel J. Ferreri**  
**Mayor**

\_\_\_\_\_  
**Jonathan G. Pearce**  
**Deputy Mayor**

**Attest:**

\_\_\_\_\_  
**Joanna Cunningham**  
**City Clerk**

\_\_\_\_\_  
**Lisa Rivera**  
**Councilwoman, District I**

\_\_\_\_\_  
**Peter Noble**  
**Councilman, District II**

\_\_\_\_\_  
**Judith Dugo**  
**Councilwoman, District III**

\_\_\_\_\_  
**Paula Bousquet**  
**Councilwoman, District V**

**Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_  
**James D. Stokes**  
**City Attorney**



**GENERAL ORDER****504.00**

<b>SUBJECT:        VEHICLE TOWING, STORAGE</b>			
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<b>RESCINDS</b>			

**CONTENTS:**

This General Order consists of the following numbered sections:

- I.        TOWING OF VEHICLES OR VESSELS
- II.      CURBSTONING

**DISCUSSION:**

The purpose of this order is to establish guidelines for the towing, storage and release of vehicles or vessels. A variety of circumstances arise that require a vehicle or vessel to be moved by Sheriff's Office employees. These range from removal of a traffic hazard to found property. In order to ensure that procedural guidelines and legal requirements are met, a uniform method is required. This order will outline the authority and process to be used. This order shall apply to all Sheriff's Office employees.

**DEFINITIONS:**

ABANDONED VEHICLE NOTICE (RED TAG) – A visible tag/sticker that is attached to an abandoned vehicle giving the owner of the vehicle notice that if the vehicle is not removed within a designated period of time it will be towed away.

BIOLOGICAL WASTE - Solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

CURBSTONING – The name given to an illegal practice of buying and selling vehicles without a dealer's license and a legally established place of business. It includes the parking or display of motor vehicles for sale, hire or rent, in certain areas unless authorized. Curb-stoners usually park and display their vehicles for sale in high traffic locations. Often these are found parked on right of ways and locations such as utility or pipeline easements, gas stations, convenience stores, repair facilities, supermarket parking lots, public parking lots and vacant lots.

DESIGNATED TOWING SERVICE - A towing service that performs services in accordance with a signed agreement with the Sheriff's Office.

PESTICIDE - Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insect, rodents, nematodes, fungi, weeds or other forms of plant or animal life or viruses.

PROPERTY AND EQUIPMENT - For purposes of this procedure, a broad range of items, which due to size, weight and shape, cannot be transported by passenger vehicles (i.e., farm equipment, safes, etc.).

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TOWING SERVICE - A company that moves vehicles or vessels by hooking-up and towing from one place to another.

VEHICLES - The broad range of motor powered means of transportation, such as, but not limited to, passenger cars, motorcycles, vans, trucks, motor homes, tractors, trailers and mopeds.

VESSEL - A craft, larger than a rowboat, designed to navigate on water.

**PROCEDURE:****I. TOWING OF VEHICLES OR VESSELS**

- A. Employees are authorized by Florida law and Palm Beach County Ordinance to tow vehicles or vessels, remove abandoned equipment or property from roadways or waterways for traffic safety or to prevent and protect it from further damage, or when the driver is taken into custody. Specific attention will be given to the requirements of Florida Statutes (FS) and applicable Palm Beach County Ordinances when towing a vehicle and completing the required documentation. The towing of all vehicles will be documented on a Vehicle Storage Receipt (PBSO #0085). At the minimum, the Vehicle Storage Receipt (VSR) shall contain the following information:

1. Time
2. Date
3. Location
4. Requesting employee
5. Reason for removal or tow
6. Towing service name
7. Location of the vehicle
8. Notification (or attempts) to the registered owner
9. Inventory of contents
10. Placing and removal of holds (hand written on the VSR by employee)

- B. Where any vehicle upon a bridge, causeway, waterway, or roadway presents a clear danger, hazard, or obstruction to others it may be towed under the following circumstances:

1. When a vehicle is found being operated upon public roads of the county in such condition as to create an immediate threat to the safety of other motorists or pedestrians.
2. When a vehicle/bicycle is left unattended upon a highway, public roadway, or any bridge, causeway, or viaduct, in a manner that obstructs traffic or creates a hazard and every reasonable effort to contact the vehicle owner to have the vehicle owner affect immediate removal, has been exhausted.

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- a. A parking citation may be attached to the vehicle.
  - b. Communications will enter any vehicle/bicycle towed in the "Vehicle Tow Log," the FCIC system, and PALMS system. The employee towing the vehicle/bicycle will supply Communications with the vehicle information, time, date, location, towing service name, location of vehicle and reason towed. If the employee or Communications has personally notified the owner, an FCIC entry should not be made.
3. Attended vehicles that are inoperable and which are obstructing a highway or roadway, or otherwise creating a traffic hazard, will be removed by the owner or person responsible for the vehicle. If the person responsible for the vehicle is unable or unwilling to remove the hazard or obstruction within a reasonable time, the vehicle may be towed.
- a. The vehicle owner or persons responsible for the vehicle may remove the vehicle from the roadway and temporarily park the vehicle upon a public right-of-way when land adjacent to the roadway is public property. The vehicle owner will then retain full responsibility for timely removal (within 24 hours) and for security of the parked vehicle.
  - b. The vehicle owner may request a towing service be called from the Sheriff's Office rotation list.
  - c. The vehicle owner or operator should be advised that towing service operators generally require an immediate cash payment for their services, unless service is authorized by an automobile club with which the towing service is affiliated or the vehicle is to be towed to the premises of the service or, towing company where it can be held under mechanics lien until payment is made.

C. Abandoned, Parked or Stored Vehicles

1. When any vehicle, (wrecked, junked, non-operating, or partially dismantled), equipment, or property is abandoned, parked or stored on any street, road, alley, highway or public right-of-way, for a period exceeding 24 hours, in other than designated parking areas, the following will be conducted (care must be taken to insure that vehicle is on a public right-of-way and not on private property):
  - a. A registration check will be made on all vehicles to determine the identity of the vehicle owner and if the vehicle has been stolen or used in the commission of a crime.

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- b. If the vehicle is determined not to have been stolen or used in the commission of a crime, reasonable effort will be made to identify and contact the owner.
- c. If the owner can be contacted, the owner will be advised that the vehicle will be issued an Abandoned Vehicle Notice (Red Tag - PBSO #0098) if not removed within 24 hours or as provided herein and by statute.
- d. The odometer reading will be recorded, if possible, or the tires chalked to reveal any vehicle movement. If the owner cannot be contacted, a red tag will be affixed. A parking citation may be affixed to the vehicle. Communications will advise the County that the vehicle has been red tagged and its location.
- e. If there are indications that the vehicle is being stripped or vandalized and the owner cannot be contacted, the vehicle will be immediately towed for safekeeping.
- f. Any vehicle towed will be entered by teletype in the FCIC system. The employee towing the vehicle will provide the vehicle information, time, date, location, towing service and reason towed. Reports documenting an FCIC entry must be dictated/ submitted as a priority to ensure that teletype can validate the entry within 48 hours.
- g. A VSR and a report will be completed when the vehicle is towed. Communications will be notified giving all the necessary information to make the proper entry in the towed vehicle log.
- h. The employee towing a vehicle will be responsible for initially notifying the vehicle owner. If the owner cannot be notified, the employee will have teletype enter the vehicle into the FCIC system as a towed vehicle, and annotate "OWNER NOT CONTACTED" in capital letters under the property section of the VSR with an explanation and the time.
- i. If the owner is contacted after the vehicle is towed, the employee will write the name of the person contacted and the time under the property section of his remaining copies of the VSR and so state in his report.
- j. Validations Unit of Communication generates a monthly print-out of entries made into FCIC and contacts the tow company to update the status of the vehicle.

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2. Vehicles that are abandoned or discarded in non-operating condition, or are partially dismantled, wrecked, junked, on any private property, in the unincorporated area of Palm Beach County, including shopping centers, may be "Red Tagged" by the Sheriff's Office for towing when the period of abandonment exceeds 10 days.
  - a. Except where the private property is a business legally licensed to operate as a vehicle repair or salvage facility, or the vehicle is in an enclosed building.
  - b. A registration check will be made on all vehicles/bicycles to determine the identity of the vehicle/bicycle owner and if the vehicle/bicycle has been stolen or used in the commission of a crime.
  - c. Removal of vehicles from private property will be the responsibility of the property owner. When requested, the Sheriff's Office will assist property owners by directing them to the proper authorities, such as Palm Beach County Department of Public Safety Division of Consumer Affairs.
  - d. Apartment complexes and shopping centers are considered common area by County Zoning. Any vehicles found in these areas can be "Red Tagged."
  - e. For complaints of abandoned vehicles on private property, where the owner of the vehicle is also the property owner, advise the complainant to contact County Zoning and Planning and register the complaint with them. Initiate a report and state in it what action was taken.
3. Found Vehicles or Vessels
  - a. The employee towing a vehicle will be responsible for initially notifying the vehicle owner. If the owner cannot be notified, teletype will enter the vehicle into the FCIC system as a towed vehicle. The employee will annotate, "OWNER NOT CONTACTED" in capital letters under the property section of the VSR with an explanation and the time.
  - b. The vehicle or vessel will be towed by the next wrecker on the rotation list.
  - c. A VSR and a Found Property Report will be completed when the vehicle is towed.
4. Vehicles Abandoned In Canals

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- a. When a vehicle is abandoned in a canal that comes under the authority of Water Management District (FS 373.069) or Drainage Control District (FS 298.001), attempts need to be made to contact the District in question for verification of pesticide application or possible biological waste contamination.
- b. Upon the confirmation of a pesticide or biological waste contamination, necessary steps need to be taken to ensure the safety of Sheriff's Office employees and civilians on scene.
  - 1) Pesticides - Chemtrec (1-800-424-9300) will be contacted to establish safe reentry period. The employee on scene will relay the information to the road supervisor and, if necessary, all employees will follow guidelines set forth in the U.S. Department of Transportation Emergency Response Guide Booklet. Communications will request that the Water Management District or Drainage Control District representative respond to the area in question with copies of the material safety data sheet.
  - 2) Biological Waste Contamination - The Sheriff's Office will contact the Palm Beach County Health Department, the Florida Department of Environmental Regulation, or the Federal Environmental Protection Agency. It will be up to those agencies to establish safe reentry periods for biological waste contaminator.
    - a) If it is found to be unsafe to allow Sheriff's employees or civilians to remove the car from the canal the road sergeant will be notified, who will in turn notify the Watch Commander.
    - b) A non-crime incident report will be written. All information will be listed such as contamination, environmental concern, health official and district official contacted and the safe reentry date.
    - c) Upon the safe reentry date being known, it will be the responsibility of the District in question to remove the vehicle following all steps outlined in this General Order. Once the safe removal is completed the Watch Commander will be advised and a supplement will be completed.
    - d) If an emergency exists or an active felony investigation finds it pertinent to remove the vehicle, steps set forth in General Orders will be

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adhered to for hazardous material decontamination, which includes pesticides or biological waste.

- c. All vehicles, which are determined to be biohazardous, must display a biohazardous sticker to ensure the safety of persons who will come in contact with the vehicle.

**D. To Prevent or Protect the Vehicle or Vessel from Further Damage or Loss**

1. When the nature of damage or need for security requires removal of such vehicles or vessels from a right-of-way or waterway and the person in charge of the vehicle or vessel is incapacitated by reason of physical injury or is unable to provide for its custody, it will be towed.
2. When the removal is necessary in the interest of public safety because of flood, fire, storm, or other emergency reasons.
3. When the driver or operator of a vehicle is taken into custody and reasonable efforts have been made to provide the vehicle driver with an alternative to towing the vehicle or vessel; and the vehicle would otherwise be left unattended upon a public roadway, public parking lot, shopping center, etc., or upon the private property of a person other than the owner or operator of the vehicle.

**E. Recovered Stolen Vehicles**

1. If the employee positively knows that the vehicle was not used in the commission of a crime, and it is possible and practical, the vehicle should be processed and searched at the recovery site and released to the owner without towing it. If the owner cannot respond to the scene and does not want the vehicle towed, he will be advised that a "Red Tag" will be affixed to the vehicle for its removal within 24 hours.
2. The employee recovering the vehicle is responsible for notifying the vehicle owner during his tour of duty. If the vehicle is to be towed, a rotation wrecker may remove the vehicle to a tow lot. Indicate on the VSR why the vehicle was not returned to the owner. If a vehicle/vessel is found to have its identification numbers removed or altered or the vehicle is burned, the designated tow company will tow the vehicle/vessel to the designated tow company's facility. The investigating employee will notify the Auto Theft unit as soon as possible, informing them that a vehicle/vessel has been recovered and is unidentifiable.
3. A copy of the VSR will be given to the tow truck operator and a copy placed in the vehicle towed.

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TOWING SERVICE - A company that moves vehicles or vessels by hooking-up and towing from one place to another.

VEHICLES - The broad range of motor powered means of transportation, such as, but not limited to, passenger cars, motorcycles, vans, trucks, motor homes, tractors, trailers and mopeds.

VESSEL - A craft, larger than a rowboat, designed to navigate on water.

**PROCEDURE:****I. TOWING OF VEHICLES OR VESSELS**

- A. Employees are authorized by Florida law and Palm Beach County Ordinance to tow vehicles or vessels, remove abandoned equipment or property from roadways or waterways for traffic safety or to prevent and protect it from further damage, or when the driver is taken into custody. Specific attention will be given to the requirements of Florida Statutes (FS) and applicable Palm Beach County Ordinances when towing a vehicle and completing the required documentation. The towing of all vehicles will be documented on a Vehicle Storage Receipt (PBSO #0085). At the minimum, the Vehicle Storage Receipt (VSR) shall contain the following information:

1. Time
2. Date
3. Location
4. Requesting employee
5. Reason for removal or tow
6. Towing service name
7. Location of the vehicle
8. Notification (or attempts) to the registered owner
9. Inventory of contents
10. Placing and removal of holds (hand written on the VSR by employee)

- B. Where any vehicle upon a bridge, causeway, waterway, or roadway presents a clear danger, hazard, or obstruction to others it may be towed under the following circumstances:

1. When a vehicle is found being operated upon public roads of the county in such condition as to create an immediate threat to the safety of other motorists or pedestrians.
2. When a vehicle/bicycle is left unattended upon a highway, public roadway, or any bridge, causeway, or viaduct, in a manner that obstructs traffic or creates a hazard and every reasonable effort to contact the vehicle owner to have the vehicle owner affect immediate removal, has been exhausted.



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- a. A parking citation may be attached to the vehicle.
    - b. Communications will enter any vehicle/bicycle towed in the "Vehicle Tow Log," the FCIC system, and PALMS system. The employee towing the vehicle/bicycle will supply Communications with the vehicle information, time, date, location, towing service name, location of vehicle and reason towed. If the employee or Communications has personally notified the owner, an FCIC entry should not be made.
  3. Attended vehicles that are inoperable and which are obstructing a highway or roadway, or otherwise creating a traffic hazard, will be removed by the owner or person responsible for the vehicle. If the person responsible for the vehicle is unable or unwilling to remove the hazard or obstruction within a reasonable time, the vehicle may be towed.
    - a. The vehicle owner or persons responsible for the vehicle may remove the vehicle from the roadway and temporarily park the vehicle upon a public right-of-way when land adjacent to the roadway is public property. The vehicle owner will then retain full responsibility for timely removal (within 24 hours) and for security of the parked vehicle.
    - b. The vehicle owner may request a towing service be called from the Sheriff's Office rotation list.
    - c. The vehicle owner or operator should be advised that towing service operators generally require an immediate cash payment for their services, unless service is authorized by an automobile club with which the towing service is affiliated or the vehicle is to be towed to the premises of the service or, towing company where it can be held under mechanics lien until payment is made.
- C. Abandoned, Parked or Stored Vehicles
1. When any vehicle, (wrecked, junked, non-operating, or partially dismantled), equipment, or property is abandoned, parked or stored on any street, road, alley, highway or public right-of-way, for a period exceeding 24 hours, in other than designated parking areas, the following will be conducted (care must be taken to insure that vehicle is on a public right-of-way and not on private property):
    - a. A registration check will be made on all vehicles to determine the identity of the vehicle owner and if the vehicle has been stolen or used in the commission of a crime.

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- b. If the vehicle is determined not to have been stolen or used in the commission of a crime, reasonable effort will be made to identify and contact the owner.
- c. If the owner can be contacted, the owner will be advised that the vehicle will be issued an Abandoned Vehicle Notice (Red Tag - PBSO #0098) if not removed within 24 hours or as provided herein and by statute.
- d. The odometer reading will be recorded, if possible, or the tires chalked to reveal any vehicle movement. If the owner cannot be contacted, a red tag will be affixed. A parking citation may be affixed to the vehicle. Communications will advise the County that the vehicle has been red tagged and its location.
- e. If there are indications that the vehicle is being stripped or vandalized and the owner cannot be contacted, the vehicle will be immediately towed for safekeeping.
- f. Any vehicle towed will be entered by teletype in the FCIC system. The employee towing the vehicle will provide the vehicle information, time, date, location, towing service and reason towed. Reports documenting an FCIC entry must be dictated/ submitted as a priority to ensure that teletype can validate the entry within 48 hours.
- g. A VSR and a report will be completed when the vehicle is towed. Communications will be notified giving all the necessary information to make the proper entry in the towed vehicle log.
- h. The employee towing a vehicle will be responsible for initially notifying the vehicle owner. If the owner cannot be notified, the employee will have teletype enter the vehicle into the FCIC system as a towed vehicle, and annotate "OWNER NOT CONTACTED" in capital letters under the property section of the VSR with an explanation and the time.
- i. If the owner is contacted after the vehicle is towed, the employee will write the name of the person contacted and the time under the property section of his remaining copies of the VSR and so state in his report.
- j. Validations Unit of Communication generates a monthly print-out of entries made into FCIC and contacts the tow company to update the status of the vehicle.

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2. Vehicles that are abandoned or discarded in non-operating condition, or are partially dismantled, wrecked, junked, on any private property, in the unincorporated area of Palm Beach County, including shopping centers, may be "Red Tagged" by the Sheriff's Office for towing when the period of abandonment exceeds 10 days.
  - a. Except where the private property is a business legally licensed to operate as a vehicle repair or salvage facility, or the vehicle is in an enclosed building.
  - b. A registration check will be made on all vehicles/bicycles to determine the identity of the vehicle/bicycle owner and if the vehicle/bicycle has been stolen or used in the commission of a crime.
  - c. Removal of vehicles from private property will be the responsibility of the property owner. When requested, the Sheriff's Office will assist property owners by directing them to the proper authorities, such as Palm Beach County Department of Public Safety Division of Consumer Affairs.
  - d. Apartment complexes and shopping centers are considered common area by County Zoning. Any vehicles found in these areas can be "Red Tagged."
  - e. For complaints of abandoned vehicles on private property, where the owner of the vehicle is also the property owner, advise the complainant to contact County Zoning and Planning and register the complaint with them. Initiate a report and state in it what action was taken.
3. Found Vehicles or Vessels
  - a. The employee towing a vehicle will be responsible for initially notifying the vehicle owner. If the owner cannot be notified, teletype will enter the vehicle into the FCIC system as a towed vehicle. The employee will annotate, "OWNER NOT CONTACTED" in capital letters under the property section of the VSR with an explanation and the time.
  - b. The vehicle or vessel will be towed by the next wrecker on the rotation list.
  - c. A VSR and a Found Property Report will be completed when the vehicle is towed.
4. Vehicles Abandoned In Canals

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- a. When a vehicle is abandoned in a canal that comes under the authority of Water Management District (FS 373.069) or Drainage Control District (FS 298.001), attempts need to be made to contact the District in question for verification of pesticide application or possible biological waste contamination.
- b. Upon the confirmation of a pesticide or biological waste contamination, necessary steps need to be taken to ensure the safety of Sheriff's Office employees and civilians on scene.
  - 1) Pesticides - Chemtrec (1-800-424-9300) will be contacted to establish safe reentry period. The employee on scene will relay the information to the road supervisor and, if necessary, all employees will follow guidelines set forth in the U.S. Department of Transportation Emergency Response Guide Booklet. Communications will request that the Water Management District or Drainage Control District representative respond to the area in question with copies of the material safety data sheet.
  - 2) Biological Waste Contamination - The Sheriff's Office will contact the Palm Beach County Health Department, the Florida Department of Environmental Regulation, or the Federal Environmental Protection Agency. It will be up to those agencies to establish safe reentry periods for biological waste contaminator.
    - a) If it is found to be unsafe to allow Sheriff's employees or civilians to remove the car from the canal the road sergeant will be notified, who will in turn notify the Watch Commander.
    - b) A non-crime incident report will be written. All information will be listed such as contamination, environmental concern, health official and district official contacted and the safe reentry date.
    - c) Upon the safe reentry date being known, it will be the responsibility of the District in question to remove the vehicle following all steps outlined in this General Order. Once the safe removal is completed the Watch Commander will be advised and a supplement will be completed.
    - d) If an emergency exists or an active felony investigation finds it pertinent to remove the vehicle, steps set forth in General Orders will be

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adhered to for hazardous material decontamination, which includes pesticides or biological waste.

- c. All vehicles, which are determined to be biohazardous, must display a biohazardous sticker to ensure the safety of persons who will come in contact with the vehicle.

D. To Prevent or Protect the Vehicle or Vessel from Further Damage or Loss

1. When the nature of damage or need for security requires removal of such vehicles or vessels from a right-of-way or waterway and the person in charge of the vehicle or vessel is incapacitated by reason of physical injury or is unable to provide for its custody, it will be towed.
2. When the removal is necessary in the interest of public safety because of flood, fire, storm, or other emergency reasons.
3. When the driver or operator of a vehicle is taken into custody and reasonable efforts have been made to provide the vehicle driver with an alternative to towing the vehicle or vessel; and the vehicle would otherwise be left unattended upon a public roadway, public parking lot, shopping center, etc., or upon the private property of a person other than the owner or operator of the vehicle.

E. Recovered Stolen Vehicles

1. If the employee positively knows that the vehicle was not used in the commission of a crime, and it is possible and practical, the vehicle should be processed and searched at the recovery site and released to the owner without towing it. If the owner cannot respond to the scene and does not want the vehicle towed, he will be advised that a "Red Tag" will be affixed to the vehicle for its removal within 24 hours.
2. The employee recovering the vehicle is responsible for notifying the vehicle owner during his tour of duty. If the vehicle is to be towed, a rotation wrecker may remove the vehicle to a tow lot. Indicate on the VSR why the vehicle was not returned to the owner. If a vehicle/vessel is found to have its identification numbers removed or altered or the vehicle is burned, the designated tow company will tow the vehicle/vessel to the designated tow company's facility. The investigating employee will notify the Auto Theft unit as soon as possible, informing them that a vehicle/vessel has been recovered and is unidentifiable.
3. A copy of the VSR will be given to the tow truck operator and a copy placed in the vehicle towed.

**GENERAL ORDER**Exhibit A  
**504.00**

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4. If the vehicle has been reported stolen to the Sheriff's Office and a Stolen Vehicle Report is on file, a supplemental report will be made.
  5. If the vehicle has been reported stolen to another law enforcement agency, an original report will be prepared by the employee with case information from the other jurisdiction included in the report.
  6. Teletype will be notified of the vehicle recovery for the wrecker log and for updating the computerized stolen vehicle file.
  7. Teletype will remove copies of the stolen vehicle record from the file; make appropriate teletype entries, and forward copies to the Auto Theft unit.
- F. Only a contractual tow company will be used when towing an investigative hold vehicle. Notification to the appropriate bureau or division (i.e., Auto Theft, Investigations) shall be made for follow up investigation.
- G. Towing a vehicle without the vehicle owner's or authorized agent's consent, must be done by a tow company properly licensed by the State of Florida and Palm Beach County. Employees will not allow an unlicensed or inappropriately licensed tow truck to perform a non-consent tow.
- H. Employees at the scene of a crash will ensure that a non-authorized towing company, as defined in FS, does not solicit business from driver's involved in the crash. An authorized tow company must be on a law enforcement agencies rotation or contract list in good standing at the time of solicitation.
- I. Holds
1. Vehicles towed for investigative purposes, used in crimes, forfeiture (refer to GO 504.01 – Forfeiture Procedures), or other reason(s) allowed by law, may have a hold placed on the vehicle where the tow company may not release the vehicle unless authorized by the towing Sheriff's Office employee or an appropriate Sheriff's Office supervisor.
  2. The employee placing the hold will notify Communications, who will then enter the vehicle into FCIC.
  3. Holds are to be noted on the VSR and the tow truck driver is to be advised of the hold.
  4. Pursuant to FS, initial holds are good for only five days, after which the towing company may release the vehicle without authorization from the law enforcement agency.
  5. Holds may be extended past five days with written notification of an

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extended hold being delivered to the towing company prior to the expiration of the initial five day hold. The Sheriff's Office becomes financially responsible for all storage charges incurred on an extended hold over the initial five days. The notice of extended hold must contain all information required by FS.

6. Any vehicle that is to be held over five days should be moved to a PBSO Impound Lot, if possible, within the initial five days. Vehicles held at a PBSO Impound Lot are not subject to the five day requirement and storage charges in FS.

J. Release of Holds

1. Holds may be released on vehicles after the original reason(s) for the hold is no longer valid, i.e., investigation is complete; vehicle is no longer of evidentiary value, etc.
  - a. Vehicles held at the Sheriff's Office Impound Lots pursuant to traffic crash investigations shall be released to the original towing company unless a valid court order requires the vehicle to be held by the Sheriff's Office.
  - b. Under special circumstances the Vehicle Homicide Supervisor and/or the Impound Lot Coordinator may authorize the release to another lawfully entitled party on a case-by-case basis.
2. Upon release of the vehicle, the releasing employee will notify Communications, who will then remove the vehicle from FCIC.
3. Holds are released by the employee authorizing the original hold, lead investigator, or an appropriate supervisor. Communications between all interested parties are to be maintained to prevent an inadvertent/premature release of a vehicle, especially when multiple departments are involved.
4. Any employee authorizing the release of any held vehicle is responsible for completing all required documentation, notifying the vehicle owner or authorized agent, notifying the towing company and/or the Impound Lot Evidence Technician and notifying Teletype to remove the held vehicle from FCIC.

## II. CURBSTONING

- A. When a vehicle is unlawfully displayed for sale, hire, or rent in violation of FS 316.1951/Palm Beach County Ordinance 2015-036, it subjects the vehicle(s) in question to immediate removal and the owner of such vehicle(s) to pay a fine as required by FS 318.18. A deputy may affix a warning notice to the vehicle providing the vehicle's owner with 24 hours to correct the violation, unless:

**GENERAL ORDER**

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1. The same vehicle owner has received another warning notice within a 12-month period;
  2. The parked vehicle endangers public safety or constitutes a hazard;
  3. The vehicle reasonably appears to be a stolen vehicle;
  4. the vehicle's identification number has been destroyed, removed, covered, altered, or defaced, as described in s. 319.33(1)(d), to display or offer for sale a vehicle that does not have a valid registration as provided in s. 320.02;
  5. If the vehicle bears a telephone number that has been displayed on 3 or more vehicles offered for sale within a 12-month period;
  6. Or other extraordinary conditions exist, in which case the vehicle may be immediately towed without warning.
- B. The FDOT describes the right of way for a road or other transportation facility as the paved area of the road, the road shoulders, sidewalks, swales, and all the other property adjacent to the road owned by the government for the construction and operation of the road or other facility. It may extend as far beyond the paved road surface and may or may not be mowed or fenced.
- C. FS 315.1951(1) does not prohibit a person from parking his or her own motor vehicle or his or her other personal property on any private real property which the person owns or leases or on private real property which the person does not own or lease, but for which he or she obtains the permission of the owner, or on the public street immediately adjacent thereto, for the principal purpose and intent of sale, hire, or rental. Prior to enforcement action, deputies are encouraged to identify the property owner and right of way boundaries where vehicles are displayed for sale utilizing the Palm Beach County Property Appraiser's GIS map program located at <http://www.pbcgov.com/papa/index.htm>.
- D. If a vehicle meets the Curbstoning requirements set forth in FS 316.1951, and warnings have proven ineffective, deputies will request Sister's Towing east of the 20 mile bend, and Moss's Towing west of the 20 mile bend to respond to the scene. If the VIN number is covered and there is no other means to identify the vehicle's information, the deputy will ensure the responding tow service is equipped with a vehicle unlock kit.
- a. If the owner arrives prior to the tow service, they must prove ownership of the vehicle prior to release, and if the vehicle is legal to operate, a written traffic warning should be issued for tracking purposes.
  - b. The deputy will complete an abandoned vehicle report for each vehicle towed from a location using the vehicle vessel status code of "18-curbstoning towed." The deputy will photograph/in-car video the vehicle and scene documenting the violation(s). Those photos/videos will be placed into evidence or uploaded accordingly. The deputy will ensure each vehicle's towed status is entered into teletype while on scene. The vehicle storage receipt will include the reason for impounding as follows:



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*“Curbstoning per FS 316.1951 Owner must provide PBC release form when claiming vehicle.”* A copy of each vehicle storage receipt will be forwarded to PBC Code Enforcement for tracking purposes. A legible copy of the vehicle storage receipt must be emailed to PBC Code Enforcement for tracking purposes PZB-CurbStoning@pbcgov.org.

- c. The deputy will attempt to contact the seller by way of the phone number appearing on the vehicle and provide information, such as the reason the vehicle was towed, where to submit payment of the fine in order to obtain a release form (Palm Beach County Planning, Zoning, and Building, 2300 N. Job Road, 2<sup>nd</sup> Floor, West Palm Beach, FL 33411) and the location the vehicle was towed.
- d. Vehicle owners will report to PBC Code Enforcement to obtain a vehicle release form. They will receive the release form only after they have paid the required fee. PBC Code Enforcement should email the release form and scan copy of the original tow receipt to the Tow Company and PBSO ARU at curbstoning@pbso.org. ARU specialists will notify teletype to remove the vehicle's information from FCIC and complete a supplement to the original report.
- e. Per FS 316.1951 (4) A local government or municipality contracting with PBSO for police services must adopt this county ordinance or create their own prior to any enforcement action.

**GENERAL ORDER**

<b>SUBJECT: VEHICLE TOWING, STORAGE</b>			
<b>DATE EFFECTIVE</b>	<b>SUPERSEDES</b>	<b>REVISION NUMBER</b>	<b>PAGE</b>
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<b>RESCINDS</b>			

**CONTENTS:**

This General Order consists of the following numbered sections:

- I. TOWING OF VEHICLES OR VESSELS
- II. CURBSTONING

**DISCUSSION:**

The purpose of this order is to establish guidelines for the towing, storage and release of vehicles or vessels. A variety of circumstances arise that require a vehicle or vessel to be moved by Sheriff's Office employees. These range from removal of a traffic hazard to found property. In order to ensure that procedural guidelines and legal requirements are met, a uniform method is required. This order will outline the authority and process to be used. This order shall apply to all Sheriff's Office employees.

**DEFINITIONS:**

ABANDONED VEHICLE NOTICE (RED TAG) – A visible tag/sticker that is attached to an abandoned vehicle giving the owner of the vehicle notice that if the vehicle is not removed within a designated period of time it will be towed away.

BIOLOGICAL WASTE - Solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

CURBSTONING – The name given to an illegal practice of buying and selling vehicles without a dealer's license and a legally established place of business. It includes the parking or display of motor vehicles for sale, hire or rent, in certain areas unless authorized. Curb-stoners usually park and display their vehicles for sale in high traffic locations. Often these are found parked on right of ways and locations such as utility or pipeline easements, gas stations, convenience stores, repair facilities, supermarket parking lots, public parking lots and vacant lots.

DESIGNATED TOWING SERVICE - A towing service that performs services in accordance with a signed agreement with the Sheriff's Office.

PESTICIDE - Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insect, rodents, nematodes, fungi, weeds or other forms of plant or animal life or viruses.

PROPERTY AND EQUIPMENT - For purposes of this procedure, a broad range of items, which due to size, weight and shape, cannot be transported by passenger vehicles (i.e., farm equipment, safes, etc.).

# CITY OF GREENACRES

Council Agenda Memo  
#2017.02B7.01

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Michael Grimm, Director/CBO, Building Department

SUBJECT: **Ordinance No. 2017-01** Revising the City Code of Ordinances, Chapter 14. Traffic and Vehicles, City Council Agenda Item for 02-06-2017

DATE: January 30, 2017

COPIES: James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk

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## **Background:**

The regulations and requirements set forth in the City Code of Ordinances, Chapter 14, Traffic and Vehicles, are intended to preserve the character and aesthetics of the City by regulating the parking and storing of cars, commercial vehicles, boats, recreational vehicles, buses, trailers and trucks. The Code was last revised through Ordinance No. 2008-06, adopted May 5, 2008, where provisions were added to authorize the Department of Public Safety to tow vehicles in restricted areas, and adjusted several limits for parking in rights-of way.

The change from the City having their own police department to contracting with the Palm Beach County Sheriff's Office (PBSO) has necessitated review of all city ordinances to correct references and adjust procedures as needed. During this review, other items have been identified as requiring clarification or updating.

The City Council approved this Ordinance on first reading January 23, 2017 by a vote of 5-0.

## **Analysis:**

Some of the proposed code revisions in Ordinance No. 2008-06 include:

- Revising several references from the Department of Public Safety to PBSO for the towing and storage of vehicles and adopted by reference PBSO General Order 504 for the uniform enforcement and procedures for the towing and storage of vehicles.

- Adding and clarifying definitions.
- Adding the use of an engineering consultant for designation of restricted parking areas.
- Revising penalty sections to refer to the new citation system in Chapter 2.
- Clarifying sizes and weights of vehicles allowed to park in the right-of-ways.
- Adding language for requiring abutting owners consent for parking in swale right-of-ways.
- Clarifying sizes, weights and types of vehicles allowed to park on private property.
- Adding restrictions for mechanical or other repair work.
- Adding trailers to the parking and storage of boats and RV's.
- Clarifying location and screening of boats, RV's and trailers.
- Clarifying the number and types of boats, RVs and trailers.

**Financial:**

No financial impact expected.

**Legal:**

The Ordinance has been prepared in compliance with City Code and Florida State Statutes.

**Staff Recommendation:**

*Approval* of Ordinance 2017-01 amending City Code Chapter 14 Traffic and Vehicles.

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Michael Grimm CBO  
Director Building Department

**Attachments:**

1. Ordinance No. 2017-01
2. Exhibit "A"

## **ORDINANCE NO. 2017-06**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING ARTICLE II, SEC. 2-26 AND SEC. 2-27, OF THE GREENACRES CODE OF ORDINANCES, INCREASING THE COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL; PROVIDING FOR A COST OF LIVING; PROVIDING FOR CERTAIN BENEFITS; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Charter of the City of Greenacres provides that the remuneration of the Mayor and Council members shall be established by Ordinance; and

**WHEREAS**, Ordinances No 2001-05, enacted on April 17, 2001, established an annual compensation and monthly expense allowances to be paid for the Mayor and each Council member; and

**WHEREAS**, the demands and expenses associated with the public service duties performed by such elected officials has increased significantly over the past sixteen (16) years and is expected to continue to increase in the future; and

**WHEREAS**, after conducting a survey of other municipalities, it was determined that the current remuneration is among the lowest is Palm Beach County; and

**WHEREAS**, increasing the remuneration is in the best interest of the City, which will benefit from adequately and properly compensating the City's elected officials for their duties; and

**WHEREAS**, reimbursement for expenses should properly be included in the annual salary, and such salary should be increased periodically in order to account for the increase to the cost of living; and

**WHEREAS**, the Charter of the City of Greenacres, as well as state and federal employment law, has been interpreted by the City Attorney as providing that the City Council sits as a body politic and the decisions of Council are done as a body and not individually, therefore any adjustment to the remuneration of Council shall be applied to all members of Council simultaneously, but not during the term when this Ordinance was enacted (i.e., not until after the next local election).

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

**Section 1.** That Article II, entitled “Mayor and City Council” of the Code of Ordinances of the City of Greenacres is hereby amended as follows:

**Sec. 2-26. Salary of mayor and members of city council.**

The compensation for the mayor shall be ~~seven~~ twenty-one thousand ~~five hundred~~ dollars (~~\$7,500.00~~ \$21,000) per year and the compensation for the members of the city council shall be ~~six~~ nineteen thousand dollars (~~\$6,000.00~~ \$19,000.00) per year. This salary shall be increased at the same time and by the same percentage of the Cost of Living Adjustment (COLA) given to the general employees, if any, each fiscal year.

**Sec. 2-27. ~~Expense allowance~~ Benefits of mayor and members of the city council.**

~~The mayor and members of the city council shall receive a monthly expense allowance of four hundred twenty-five dollars (\$425.00).~~ The mayor and members of the city council shall be allowed to participate in the City’s health insurance program to the same extent as general employees, including remuneration for opting-out of such coverage; as well as being allowed to participate in the retirement plan of the general employees; shall be provided a City laptop or tablet and a City cell phone at no cost to the official.

**Section 2. Repeal of Conflicting Ordinances.**

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

**Section 3. Severability.**

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

**Section 4. Inclusion in Code.**

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Greenacres; 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 5. Effective Date.**

This increases to remuneration contained herein shall take effect for the first, full pay period subsequent to passage of this Ordinance.

**Passed on first reading this 6 day of February, 2017.**

**PASSED AND ADOPTED on second reading this \_\_\_\_ day of March, 2017.**

**Voted**

\_\_\_\_\_  
**Samuel J. Ferreri**  
**Mayor**

**Attest:**

\_\_\_\_\_  
**Joanna Cunningham**  
**City Clerk**

\_\_\_\_\_  
**Jonathan G. Pearce**  
**Deputy Mayor**

\_\_\_\_\_  
**Lisa Rivera**  
**Councilwoman, District I**

\_\_\_\_\_  
**Peter Noble**  
**Councilman, District II**

\_\_\_\_\_  
**Judith Dugo**  
**Councilwoman, District III**

\_\_\_\_\_  
**Paula Bousquet**  
**Councilwoman, District V**

**Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_  
**James D. Stokes**  
**City Attorney**



PALM BEACH COUNTY MAYOR COMPENSATION

**Mayor salaries:**

CITY	Demographics			Financials		Staffing		Utilities				Mayor Salary and Benefits						TOTAL COMP
	POPULATION	SQUARE MILES	ADVISORY BOARDS	BUDGET	FUNDS	STAFF	UNIONS	ELECTRIC	WATER	SOLID WASTE	PT/ FT	SALARY	HEALTH INSURANCE	CAR ALLOWANCE	PENSION	OTHER		
BOYNTON BEACH	72,784	16.5	16	\$179.9 M	11	798	Y	N	Y	Y	PT	\$18,809	Y	N/A	Y	\$7,117	\$25,926	
DELRAY BEACH	66,255	15.89	21	\$110.4 M	16	842	Y	N	Y	Y	PT	\$13,750	Y	N/A	N	\$6,100	\$19,850	
GREENACRES	39,066	5.85	7	\$30.89 M	4	158	Y	N	N	N	PT	\$7,500	Y	N/A	Y	\$5,100	\$12,600	
JUPITER	59,108	21.08	10	\$80.00 M	5	271	Y	N	Y	Y	PT	\$22,200	Y	N/A	Y	N/A	\$22,200	
LAKE WORTH	37,000	7	16	\$171.9 M	20	330	Y	Y	Y	Y	PT	\$29,500	Y	N/A	N	N/A	\$29,500	
PALM BEACH GARDENS	52,923	55.29	8	\$139.5 M	14	496	Y	N	N	Y	PT	\$29,398	Y	N/A	Y	N/A	\$29,398	
RIVIERA BEACH	34,005	9.807	15	\$113.7 M	15	400	Y	N	Y	N	PT	\$20,200	Y	\$750	Y	\$12,000	\$41,200	
ROYAL PALM BEACH	37,633	10.08	6	\$38.2 M	6	150	N	N	N	N	PT	\$9,772	Y	\$473	Y	\$960 PHONE TRAVEL	\$16,411	
WELLINGTON	60,385	45.25	12	\$89.54 M	12	314	N	N	Y	Y	PT	\$3,600	Y	N/A	Y	\$6,504	\$10,104	
WEST PALM BEACH	106,779	58.1	28	\$600.2 M	37	1,598	Y	N	Y	Y	FT	\$125,000	Y	\$500	Y	\$5,000	\$131,000	

PALM BEACH COUNTY COUNCIL/COMMISSION COMPENSATION

**Council salaries:**

CITY	Demographics			Financials		Staffing		Utilities			Commission Salary and Benefits						TOTAL COMP
	POPULATION	SQUARE MILES	ADVISORY BOARDS	BUDGET	FUNDS	STAFF	UNIONS	ELECTRIC	WATER	SOLID WASTE	PT/ FT	SALARY	HEALTH INSURANCE	CAR ALLOWANCE	PENSION	OTHER	
	72,784	16.5	16	\$179.9 M	11	798	Y	N	Y	Y	PT	\$15,675	Y	N/A	Y	\$6,582	\$22,257
BOYNTON BEACH	66,255	15.89	21	\$110.4 M	16	842	Y	N	Y	Y	PT	\$10,300	Y	N/A	N	\$6,100	\$16,400
DELRAY BEACH	39,066	5.85	7	\$30.89 M	4	158	Y	N	N	N	PT	\$6,000	Y	N/A	Y	\$5,100	\$11,100
GREENACRES	59,108	21.08	10	\$80.00 M	5	271	Y	N	Y	Y	PT	\$18,600	Y	N/A	Y	N/A	\$18,600
JUPITER	37,000	7	16	\$171.9 M	20	330	Y	Y	Y	Y	PT	\$24,500	Y	N/A	N	N/A	\$24,500
LAKE WORTH	52,923	55.29	8	\$139.5 M	14	496	Y	N	N	Y	PT	\$26,947	Y	N/A	Y	N/A	\$26,947
PALM BEACH GARDENS	34,005	9.807	15	\$113.7 M	15	400	Y	N	Y	N	PT	\$19,000	Y	\$750	Y	\$12,000	\$40,000
RIVIERA BEACH	37,633	10.08	6	\$38.2 M	6	150	N	N	N	N	PT	\$9,772	Y	\$473	Y	\$840.06 PHONE \$1,290 TRAVEL	\$16,291
ROYAL PALM BEACH																	
	60,385	45.25	12	\$89.54 M	12	314	N	N	Y	Y	PT	\$3,600	Y	N/A	Y	\$6,000	\$9,600
WELLINGTON	106,779	58.1	28	\$600.2 M	37	1,598	Y	N	Y	Y	FT	\$30,000	Y	\$500	Y	\$5,000	\$36,000
WEST PALM BEACH																	

## City of Greenacres

### Proposed Change in Council Salary

January 27, 2017

Account #	Description	Budget	Oct	Nov	Dec	Jan	Feb	March <sup>1,2</sup>	April	May	June	July	Aug	Sept <sup>3</sup>	Total	Net to Budget
10 12 11 1	Executive Salaries	38,942	1,154	4,327	2,885	2,885	2,885	8,017	8,923	13,385	8,923	8,923	8,923	9,815	81,044	-\$42,102
10 12 15 1	Special Pay	30,600	2,550	2,550	2,550	2,550	2,550	786	333	333	333	333	333	333	15,535	\$15,065
10 12 21 1	Fica Taxes	4,543	65	440	358	359	358	581	611	905	611	611	611	670	6,179	-\$1,636
10 12 22 1	Retirement Contributions	3,308	245	368	245	245	245	620	686	1,029	686	686	686	755	6,495	-\$3,187
10 12 22 2	FLC Gen Retirement Contr	1,559	115	173	115	115	115	328	365	548	365	365	365	402	3,373	-\$1,814
10 12 22 3	FLC Gen Retirement Match	623	46	69	46	46	46	131	146	219	146	146	146	161	1,349	-\$726
10 12 23 1	Life & Health Ins - Empl.	36,978	2,971	2,971	2,971	2,950	2,950	2,950	2,950	2,950	2,950	2,950	2,950	2,950	35,463	\$1,515
10 12 23 2	Dependent Insurance	10,152	753	1,129	753	748	748	748	748	1,122	748	748	748	748	9,741	\$411
10 12 24 1	Worker's Compensation	141	31	0	31	0	0	0	0	31	0	0	31	0	124	\$17
10 12 25 1	Unemployment Compensation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
10 12 25 1	Unemployment Compensation	126,846	7,930	12,026	9,954	9,898	9,897	14,162	14,762	20,522	14,762	14,762	14,793	15,834	159,302	-\$32,456

<sup>1</sup> 3 days calculated old rate 17 days new rate

<sup>2</sup> per diem for expense based on 6 days of 365 days. Op out might not take effect until April.

<sup>3</sup> includes 2 extra days from year end

The above chart estimates the cost variance of changing the Council salaries from \$7,500 a year for the Mayor and \$6,000 a year for each Council to \$21,000 for Mayor and \$19,000 for Council.

The above chart also eliminates the \$5,100 a year per Council position for expenses. Those Council positions that choose to opt-out of the City's health insurance will receive \$2,000 a year in special pay compensation.

March projected election results not forecasted in the above analysis.

# CITY OF GREENACRES

## INTEROFFICE MEMORANDUM 2017.01JDS1.01

**TO:** Mayor and City Council

**FROM:** James D. Stokes, City Attorney

**SUBJECT:** **Ordinance No. 2017-06**  
Revising the City Code of Ordinances, Chapter 2. Mayor & Council;  
providing for an increase in remuneration.

**DATE:** January 30, 2017

**COPIES:** Andrea McCue, City Manager  
Joanna Cunningham, City Clerk

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### **Background**

The Charter of the City of Greenacres provides for remuneration for the Mayor and City Council members. Specifically, the Charter states as follows:

*The salary of the Mayor shall be established by Ordinance; such salary shall not be increased during the current term of the Mayor enacting such Ordinance.*

Charter, Art. 2, Sec. 4; and

*The salaries of the members of the Council shall be established by ordinance; such salary shall not be increased during the current term of the members of the Council enacting such ordinance.*

Charter, Art. 2, Sec. 4.

The remuneration for the Mayor and Council have been set by Ordinance as authorized by the Charter. A salary has been set by Section 2-26, and an expense account has been set by Section 2,27. The dollar amounts for both the salary and the expense account were last increased on May 7, 2001, and have no mechanism in place for automatic increases or inflationary increases (i.e., no cost of living adjustments).

The Code of Ordinances states as follows:

*The compensation for the mayor shall be seven thousand five hundred dollars (\$7,500.00) per year and the compensation for the members of the city council shall be six thousand dollars (\$6,000.00) per year.*

Sec. 2-26, Code of Ordinances.

*The mayor and members of the city council shall receive a monthly expense allowance of four hundred twenty-five dollars (\$425.00).*

## Sec. 2-27, Code of Ordinances.

An informal survey of other municipalities revealed that total remuneration for a Mayor range from \$10,104 to \$41,200 per year<sup>1</sup> (compared to \$12,600 in Greenacres); and total remuneration for a Council member/Commissioner range from \$9,600 to \$40,000 per year (compared to \$11,100 in Greenacres). [see attached surveys]

### **Analysis**

Pursuant to the Charter, the remuneration for the Mayor and Council is at the discretion of the City Council, as it can be lawfully enacted by Ordinance. Pursuant to state law, there is no ethical conflict with an elected official voting as part of a body to increase his or her own salary, provided such action is authorized by law; which, in this case, it is.

The language in the Charter, which provides that "...such salary shall not be increased during the current term of the members of the Council enacting such ordinance[.]" remains a provision which requires clarification and interpretation. In 2001, this was interpreted so that each individual member needed to wait until his or her seat was subject to reelection before the salary increase would take effect. The result of this interpretation was that half of the Council waited an entire year longer for their salary increase than did their counterparts.

Between each election, the City Council sits as a **body-politic** in the same fashion as the Legislature in Tallahassee or the Congress in Washington. No individual Council member can enact anything by his or herself. All action of Council is done only as a collegial body, including any Ordinance which increases the remuneration of elected officials.

When looking at the language of the Charter ("...such salary shall not be increased during the current term of the members of the Council enacting such ordinance[.]"), it can be interpreted one of two ways:<sup>2</sup> (1) that each individual member await their re-election; or (2) that the salary increase cannot take effect until after the next election, at which point it will apply equally to all members.

It is my opinion that the latter is the proper interpretation. First, the "Council enacting such ordinance" is a body, not an individual; therefore, the "current term" must be interpreted as the current term of the body, not the current term of any individual member. Second, to require half of the Council to wait a year longer than their counterparts results in the inequitable circumstance that half of the Council would be earning the lower salary, while the other half (and, potentially the newly elected and inexperienced) making the higher salary. This type of disparity in compensation, while not necessarily unlawful, is at the very least inequitable.<sup>3</sup>

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<sup>1</sup> This excludes West Palm Beach which employs a full-time, strong Mayor for \$131,000 per year.

<sup>2</sup> The Charter provisions in question are part of the original Charter enacted in March of 1978, and there is no legislative history to explain the intent of the drafters.

<sup>3</sup> It should be noted that should Council want to ensure that every member awaits reelection before receiving an increase, the Ordinance could be enacted now with an effective date to follow the municipal election in 2018.

**FINANCIAL:**

The City's Finance Department has evaluated the budget approved for legislative salaries and expenses and has determined that there will need to be a budget adjustment in the amount of approximately \$32,456 for fiscal year 2017, should this Ordinance be enacted and take effect immediately. [see attached spreadsheet]

**RECOMMENDATION:**

None. This matter falls within the sole discretion of the Council to decide.

---

James D. Stokes  
City Attorney

JDS/ja  
Attn: Salary Survey Comparisons for Mayor & City Council

# CITY OF GREENACRES

Council Agenda Memorandum  
2017.01JC1.003

TO: Members of City Council  
THRU: Andrea McCue, City Manager  
FROM: Joanna Cunningham, City Clerk  
RE: Board Appointment – Board of Trustees  
DATE: February 6, 2017  
COPIES: Samuel J. Ferreri, Mayor  
James D. Stokes, City Attorney

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At the direction of the City Council at the June 20, 2016 meeting, a new nomination period was established for nominations to the Public Safety Officers and Firefighters Board of Trustees (PSOFFBOT). The nomination period ended on July 11, 2016. Mr. Arnold Silverman was the only applicant; he was appointed to the BOT on July 18, 2016.

Mr. Arnold Silverman has since resigned from the Board of Trustees on December 5, 2016.

Therefore, staff is requesting a new nomination period for the Board of Trustees with a new term expiration date of July 18, 2020. The City Council has the option of appointing a City Employee to the position.



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Joanna Cunningham, MMC  
City Clerk

INTERLOCAL AGREEMENT FOR  
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES  
BY AND BETWEEN  
THE CITY OF GREENACRES AND THE CITY OF ATLANTIS

THIS INTERLOCAL AGREEMENT, made and entered into this 19th day of March, 2001, by and between the City of Greenacres (hereinafter "Greenacres"), a Florida municipal corporation, and the City of Atlantis (hereinafter "Atlantis"), a Florida municipal corporation, for fire protection and emergency medical services.

**WITNESSETH:**

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Atlantis desires to contract for the provision of fire protection and emergency medical services from Greenacres; and

WHEREAS, representatives of Atlantis and Greenacres have had extensive discussions regarding the terms and conditions of an Interlocal Agreement to provide such services; and

WHEREAS, Atlantis and Greenacres have agreed on a level of service response that is the basis of this Agreement, which level of service is reflected in this Agreement.

NOW, THEREFORE, Atlantis and Greenacres, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

**SECTION 1. INCORPORATION OF FACTS:**

The facts set forth above in the preamble to this Agreement are true and correct.

**SECTION 2. PURPOSE:**

The purpose of this Agreement is to establish the Parties' rights and obligations regarding the provision of fire protection and emergency medical services within the municipal limits of Atlantis by Greenacres. To facilitate the purposes of this Agreement, Atlantis shall cooperate with and assist Greenacres so as to insure that the services provided by Greenacres are coordinated with other municipal services provided by Atlantis, and that complaints and/or inquiries regarding Greenacres performance and the services delivered hereunder are appropriately addressed.

**SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR:**

Greenacres' representative and contract monitor during the term of this Agreement shall be the Director of Public Safety, whose telephone number is (561) 642-2103. Atlantis' representative and contract monitor during the term of this Agreement shall be the City Manager, whose telephone number is (561) 965-1744.

**SECTION 4. ADMINISTRATION:**

**A. Contract for Services:**

This Agreement is simply a contract for the provision of services and shall not, in any manner whatsoever, constitute a transfer of municipal home rule powers. This



Agreement is solely an interlocal agreement to provide services authorized by Chapter 163, Florida Statutes.

**B. Oversight by Atlantis:**

Atlantis, acting through its City Manager, shall oversee and monitor Greenacres' performance of the services provided for in this Agreement. Notwithstanding Atlantis' ultimate authority and responsibility for the oversight of services provided hereunder, the rendition of services, standards of performance, discipline of officers and employees, and all other matters incidental to Greenacres' control of its personnel and the performance of services, including but not limited to equipment, facilities, agreements for automatic/mutual aid, and implementation of its policies and procedures, shall reside solely with Greenacres.

**SECTION 5. SERVICES TO BE PROVIDED:**

Greenacres, by means of this Interlocal Agreement, shall provide to the residents of Atlantis the personnel and equipment necessary to provide fire suppression, emergency medical services and special operations which include, but are not limited to, community education programs, fire code inspection and testimony related thereto, response to all subpoenas related to fire rescue activities, arson investigation, Fire Code plan review and inspection services, and all other fire/rescue emergency and non-emergency services including Advanced Life Support Rescue Services/Basic Life Support Rescue Services (ALS/BLS) and ALS and BLS level Transport Services generally provided by Greenacres' Department of Public Safety (hereinafter referred to as "Public Safety"). While this agreement is in effect, all Atlantis EMS personnel shall fall under the Greenacres' Medical Director. The Medical Director shall supervise and

set standards for the delivery of EMS services by Atlantis EMS personnel. Greenacres shall allow Atlantis EMS personnel to participate in EMS training and recertification classes.

## SECTION 6. CITY OF GREENACRES RESPONSIBILITIES:

### **A. Equipment & Staffing:**

During the term of this agreement, Greenacres shall provide for the following personnel staffing and equipment capabilities:

#### 1. Minimum Fire/Rescue Equipment:

- One (1) 80 foot Aerial/Pumper Truck
- Three (3) Class A Fire Pumpers
- One (1) Brush Rescue Pumper Truck
- Four (4) ALS Level Ambulance Transport Vehicles
- One (1) Compressed Air Trailer

A minimum of one (1) Class A Fire Pumper and one (1) ALS Level Ambulance Transport vehicle will be stationed at all times at Public Safety Station #2 located at Haverhill Road, near the intersection with the L-14 Canal.

2. Personnel staffing: Personnel shall be normally located in the Public Safety Complex (Station #1) at 2995 Jog Road, Greenacres, FL 33467, Public Safety Station #2, located at Haverhill Road, near the intersection with the L-14 Canal, or in the case of Public Safety Officers, within Greenacres pursuit vehicles. Greenacres shall provide a minimum of nine (9) personnel with paramedic or emergency medical technician certification per shift. These personnel will be capable of manning three (3) of the ALS Level Ambulance Transport Vehicles on the basis of 24 hours per day, 7

*6-paramedics  
3-EMTs*

days per week. Including the above personnel, Greenacres shall have a minimum of fourteen (14) certified Firefighters available for each shift. Three (3) of the dual certified Firefighter/Medical personnel per shift shall be assigned to Station #2.

3. Greenacres shall use a "move up system", when practicable, to back up Station #2. When the ALS Level Ambulance Transport vehicle in Station #2 is on call, one of the other ALS Level Ambulance Transport vehicles shall "move up" from Station #1 to Station #2, if available. If no ALS Level Ambulance Transport vehicle is available and a call occurs, Greenacres will utilize its Mutual Aid Agreements with other jurisdictions to provide coverage.

**B. Community/Inspection Services:**

Greenacres shall conduct fire inspections on all businesses located within the municipal boundaries of Atlantis on an annual basis. Greenacres shall provide to Atlantis, annually, a list of the names of all businesses or occupancies located within Atlantis that have been inspected by Greenacres pursuant to the terms of this Agreement.

Any existing Greenacres' Public Safety community education program shall be made available to any resident or business located within Atlantis' municipal boundaries. Public Safety currently offers a wide variety of public education programs targeted to all age groups and audience types that are available upon request at no additional costs to Atlantis.

As part of this Agreement, Greenacres shall provide Fire Code plan review and inspection services for new construction. Not less than 90% of all plans submitted to Greenacres shall be reviewed and returned within six (6) working days after their

receipt. Greenacres shall endeavor to complete, on a daily basis, all new Fire Code construction inspections required by Atlantis' Building Department's permitting process if scheduled no later than 4:30 p.m. on the day prior to the date of inspection. Contractors seeking Fire Code Plan Review shall be responsible for delivery of plans to Greenacres and for payment of all fees associated with their review. Contractors seeking Fire Code Inspection services shall schedule inspection through Greenacres' Fire Marshal office. Contractors shall be responsible for the payment of re-inspection fees in accordance with the fee schedule adopted by Greenacres.

Public Safety shall provide fire/arson investigation services to Atlantis as part of this Agreement. Greenacres Public Safety personnel will provide services to determine cause and origin, will respond to subpoenas regarding same, provide testimony if needed in code enforcement cases or in any other type of legal proceeding. Public Safety will coordinate with Atlantis' Police Department on any subsequent investigation that requires law enforcement assistance.

**C. New Programs:**

Atlantis agrees to develop and administer an annual fire hydrant inspection and testing program for all hydrants within Atlantis' municipal limits to ensure that hydrants operate properly and have the necessary water volume and pressure for use by Greenacres in providing services under this Agreement. This program will serve to identify and repair all malfunctioning hydrants and shall include lubrication of all external moving parts by Atlantis. Atlantis' Water Utilities Department shall be notified as to all other problems related to hydrants and adequate water pressure, which shall be resolved by Atlantis at Atlantis' sole expense. Atlantis will provide Greenacres a map of

Atlantis showing the location of all fire hydrants used in providing services under this Agreement.

**D. Response Time Requirements:**

The response time standard for the term of this Agreement shall be six (6) minutes from call answer by Greenacres' Dispatch Center until arrival of the first unit. For the purpose of administering this Agreement, Greenacres' response times shall be based on a four (4) quarter rolling average commencing with the effective date of this Agreement. The four (4) quarter rolling average shall be computed utilizing the most current and complete four (4) quarter periods. Should Greenacres exceed the required response time on more than seven percent (7%) of total calls during any two consecutive quarters, a mitigation plan shall be submitted to Atlantis within ninety (90) days and implemented within one hundred eighty (180) days.

**E. Insurance:**

The Parties hereto agree that each will obtain comprehensive General Liability, Wrongful Acts or Omissions and Automobile Liability insurance with statutory coverage limits of \$100,000 per person and \$200,000 per occurrence, as provided in Section 768.28, Florida Statutes. Nothing herein shall be construed or act as a waiver of either Party's privileges or immunities as provided by Section 768.28, Florida Statutes.

**SECTION 7. ATLANTIS' RESPONSIBILITIES:**

**A. 911 Call Transfer:**

All calls for emergency services received by Atlantis, which require a response by Greenacres for fire protection and/or emergency medical services, shall be immediately forwarded to Greenacres' Emergency Communication Center for

operational dispatch. The Parties hereto agree that emergency calls for automatic fire alarms shall continue to be routed through Atlantis' 911 center and then transferred to Greenacres' Emergency Communication Center, unless otherwise mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement.

#### SECTION 8. COSTS FOR SERVICES:

##### **A. Method of Payment:**

1. Beginning October 1, 2002, Atlantis shall pay monthly to Greenacres one-twelfth (1/12) of the Annual Service Fee for the period October 1, 2002 to September 30, 2003. Greenacres' Finance Department shall bill Atlantis for the amount due on or before the 15<sup>th</sup> day of the month. In the event payment is not made on a timely basis, a late charge at the rate of twelve percent (12%) per annum shall be added to Atlantis' payments due and owing to Greenacres. Interest shall be compounded and computed daily, based on a 365-day year, commencing the first calendar day after the due date. If payment is more than sixty (60) days delinquent, Greenacres may terminate this Agreement upon thirty (30) days written notice as provided herein.

2(a). The Parties hereto agree that the amount of the Annual Service Fee shall be adjusted annually based on the percent change as reflected in the United States Department of Labor, Consumer Price Index (CPI), for All Urban Consumers, All Items, for the Miami-Fort Lauderdale area, from February of the prior year to February of the current year. The first such annual adjustment shall be applied to the payment due October 1, 2003, and based on the change in indices, from February 2002 to February 2003. Such increase shall be limited to a rolling cap of four percent (4%) per annum. Any CPI increases in excess of four percent (4%) in one (1) year would roll forward

cumulatively until a year when the CPI increase is under four percent (4%). The excess CPI that has rolled forward would then be applied to the extent possible, not to exceed four percent (4%) in any annual adjustment. In no case shall the CPI based adjustment exceed four percent (4%) in a given year. Greenacres shall notify Atlantis of the expected CPI change for the ensuing fiscal year no later than May 31<sup>st</sup> of each year.

2(b). Atlantis shall be solely responsible for paying all costs for equipment, bunker gear and training necessary for police officers to be dual certified as firefighters. For each state certified police officer at Atlantis who obtains and maintains dual certification as a firefighter, Greenacres shall provide a credit of \$10,000.00 annually against the Annual Service Fee. The aforementioned credit shall be pro-rated during the term of this Agreement based on the attrition rate of Atlantis' firefighter employees. This credit shall be limited to a maximum of six (6) dual certified Atlantis employees, for a maximum annual credit of \$60,000.00.

2(c). Atlantis agrees to pay Greenacres an initial annual payment as follows (subject to CPI adjustment addressed above in subsequent years):

Fire Suppression and Medical Rescue Services:	\$459,000.00
Less: maximum annual employment credit	<u>- 60,000.00</u>
Net annual cost to City of Atlantis	<u>\$399,000.00</u>

#### **B. Other Revenue:**

1. The Parties acknowledge and agree that Greenacres may invoice, collect, and retain fees from those persons receiving non-emergency fire rescue services provided within Atlantis' municipal boundaries, including, but not limited to fire

inspection fees, Fire Code plan review fees, and false alarm fees for fire calls only in accordance with the fee schedules adopted by Greenacres.

2. The Parties hereto acknowledge and agree that Greenacres may invoice, collect, and retain fees from those persons receiving ALS and BLS transport services in accordance with Greenacres' fee schedule, as it may be amended from time to time, relating to ALS and BLS transport fees.

3. In addition, Atlantis agrees to take all action necessary to ensure that Greenacres is lawfully empowered to invoice and collect the fees described above.

4. Greenacres shall provide Atlantis a minimum of thirty (30) days advance notice prior to adopting any fee changes to schedules contained in paragraph 8B and will consider Atlantis' comments prior to adoption, but in no case shall the fees charged Atlantis' customers exceed those charges imposed on Greenacres' customers.

#### SECTION 9. EMERGENCY MEDICAL SERVICES:

Greenacres shall amend their Certification of Public Convenience and Necessity ("COPCN") to include all property within the corporate limits of Atlantis for the delivery of ALS/BLS services. Atlantis shall take any and all action necessary to facilitate the transfer of the COPCN from Palm Beach County Fire Rescue.

#### SECTION 10. MONTHLY REPORT

A log of all calls for service within Atlantis shall be maintained and presented monthly to Atlantis' City Manager with a copy to the Atlantis Chief of Police. The log shall contain, at a minimum, the following:

- A. Time call is received by Public Safety;
- B. Time of dispatch;



- C. Identification of all units dispatched;
- D. Classification of call;
- E. Time en route;
- F. Travel time;
- G. Time of arrival; and
- H. Disposition of call.

Greenacres' Director of Public Safety shall promptly report to Atlantis' Chief of Police in the event of the following:

- A. Significant property damage;
- B. Civilian injuries;
- C. Fatalities; and
- D. Hazardous materials incidents.

**SECTION 11. TERM, RENEWAL AND TERMINATION:**

The term of this Agreement shall commence at 12:01 a.m. on October 1, 2002 and expire at 11:59 p.m. on September 30, 2012. Thereafter, this Agreement shall automatically renew for an additional five (5) year period, without further action of the Parties, unless either Party shall notify the other in writing on or before March 1st of any year prior to the final year of its intent not to renew. This Agreement shall not be terminated by either Party, at any time during its term or any renewal thereof, unless agreed to in writing by both Parties or unless either Party shall default on any of its material obligations and fail to cure said default in accordance with this Agreement.

**SECTION 12. ANNUAL REPORT:**

Greenacres shall submit an annual report of the status and activities of the fire rescue services provided by Greenacres to Atlantis pursuant to this Agreement. The annual report shall include all pertinent information relating to number and classification of calls, response times, programs proposed, programs deleted, services proposed, services recommended to be deleted, and the need for additional stations, if any. This report shall be completed by January 15 following the completion of each fiscal year during the term of this Agreement and any subsequent renewal periods.

**SECTION 13. LIABILITY:**

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party or for any third Party. Each Party shall be responsible for its own actions, acts, errors, omissions, misfeasance, malfeasance, and/or negligence occurring in association with the Parties obligations under this Agreement. Furthermore, nothing contained herein shall be construed as a waiver of either Party's sovereign immunity or the assumption of liability in excess of that allowed by law.

**SECTION 14. DEFAULT AND OPPORTUNITY TO CURE:**

If Greenacres shall default in any of its material obligations under this Agreement other than failure to meet required response times as set forth in Section 6D hereinabove, then in that event, Atlantis shall provide written notice of default to Greenacres and afford Greenacres a period of one hundred twenty (120) days to cure such default.

If Greenacres does not cure the default within the applicable period stated above, Atlantis shall have the right to cure such default, in which event Greenacres shall immediately reimburse Atlantis for all sums paid to effect such cure.

If Atlantis shall default in any of its material obligations under this Agreement, Greenacres must provide notice of default to Atlantis and afford Atlantis a period of one hundred twenty (120) days to cure such default (except as provided in Section 8 above, pertaining to timely payment of amounts due).

If Atlantis does not cure the default within the applicable cure period stated above, Greenacres shall have the right to cure such default, in which event Atlantis shall immediately reimburse Greenacres for all sums paid to effect such cure.

#### SECTION 15. ASSIGNMENT OF RIGHTS:

Neither Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

#### SECTION 16. RECORDS RETENTION:

Greenacres and Atlantis shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports in accordance with Florida law.

#### SECTION 17. AMENDMENTS:

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of the Parties executed with equal dignity herewith.

SECTION 18. FILING:

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

SECTION 19. FORCE MAJEURE:

Except as otherwise provided in this Agreement, neither Party shall be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the applicable Party, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 20. ENFORCEMENT COSTS:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the Parties hereto, regardless of which Party prevails.

SECTION 21. EQUAL OPPORTUNITY:

Atlantis and Greenacres agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or subjected to any form of discrimination under any activity carried out by this Agreement.

**SECTION 22. NOTICE:**

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by Certified United States Mail, return receipt, to the following address:

**As to Greenacres:**

City Manager  
5985 Tenth Avenue North  
Greenacres, FL 33463-2399

**With copies to:**

Director of Public Safety  
2995 Jog Road  
Greenacres, FL 33467-2098

**As to Atlantis:**

City Manager  
260 Orange Tree Drive  
Atlantis, FL 33462-1193

**With copies to:**

Chief of Police  
260 Orange Tree Drive  
Atlantis, FL 33462-1193

**SECTION 23. REMEDIES:**

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

**SECTION 24. JOINT PREPARATION:**

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

**SECTION 25. SEVERABILITY:**

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**SECTION 26. ENTIRETY OF AGREEMENT:**

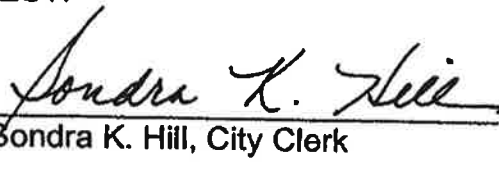
This Agreement represents the entire understanding between the Parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

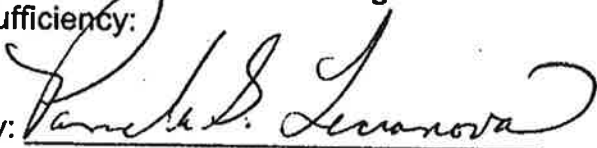
**CITY OF GREENACRES:**

By:   
Samuel J. Ferreri, Mayor

**ATTEST:**

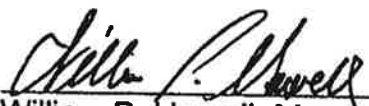
By:   
Sondra K. Hill, City Clerk

Approved as to form and legal  
Sufficiency:

By:   
Pamela S. Terranova, Esq.  
City Attorney

0707  
1707  
1000


**CITY OF ATLANTIS:**

By:   
William P. Howell, Mayor

**ATTEST:**

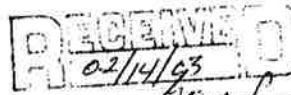
By:   
Barbara Monticello, City Clerk

Approved as to form and legal  
Sufficiency:

By:   
Trela J. White, Esq.  
City Attorney

PHONE: (561) 965-1744  
FAX: (561) 642-1806

CITY OF



260 ORANGE TREE DRIVE  
ATLANTIS, FLORIDA  
33462-1193

WILLIAM P. HOWELL  
MAYOR

MO THORNTON  
CITY MANAGER

February 7, 2003

Wadie Atallah  
City Manager  
City of Greenacres  
5985 10<sup>th</sup> Avenue North  
Greenacres, FL 33463

Re: Fire Plan Review and Inspection JFK Hospital Addition

Dear Wadie:

Thank you for meeting with us regarding the fire plan review and inspection for the JFK Hospital Emergency Room Addition.

Subsequent to our meeting, we have engaged Hy-bird Inspections to assist us in this project. Their Certified Fire Marshall, Glen Aitken, will handle the plan review and inspection for the emergency room addition.

We would like the Greenacres Fire Marshall and the entire department to remain involved in the project to become familiar with the construction and have a working knowledge of the hospital facility in case of an emergency. We very much enjoy the close working relationship with Greenacres and look forward to continuing it in the future.

Yours Truly,

A handwritten signature in black ink, which appears to be "Mo Thornton".

Mo Thornton  
City Manager

CC: Greg Smith  
Joe Crisafulle  
Skip Marsh