

RESOLUTION NO. 2025-57

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AN APPLICATION FOR MAJOR SITE AND DEVELOPMENT AMENDMENT INCLUDING A MASTER SIGN PLAN TO EXPAND THE EXISTING ONLINE PICKUP DELIVERY OPERATIONS BY 3,378 SQUARE FEET AND ADD EIGHT (8) ELECTRIC VEHICLE CHARGING SPACES, WITHIN THE COMMERCIAL INTENSIVE (CI) ZONING DISTRICT, APPROXIMATELY 620 FEET EAST OF THE INTERSECTION OF FOREST HILL BOULEVARD AND JOG ROAD, ON THE SOUTH SIDE OF FOREST HILL BOULEVARD AT 6294 FOREST HILL BOULEVARD, AS REQUESTED BY THE APPLICANT, JACQUIE PEDEVILLANO OF BOWMAN CONSULTING GROUP LTD., AGENT FOR THE OWNER, WALMART STORES EAST, LP.; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Jacquie Pedevillano of Bowman Consulting Group Ltd., as agent for the property owner, Walmart Stores East, LP., has submitted an application for the approval of a Major Site and Development Plan Amendment, and associated Master Sign Plan, to expand the existing 116,978 square foot Walmart Supercenter, located at 6294 Forest Hill Boulevard, by 3,370 square feet to accommodate the expansion of the Online Pickup Delivery (OPD) operations and add eight (8) Electric Vehicle (EV) charging spaces; and

WHEREAS, the applicant presented this matter to the Development Review Committee of the City of Greenacres which provided comments to the Planning, Engineering, and GIS Division which, in turn, recommended approval of the Major Site and Development Plan Amendment, and associated Master Sign Plan, to expand the existing 116,978 square foot Walmart Supercenter by 3,370 square feet to accommodate the expansion of the OPD operations and add eight (8) EV charging spaces, with the conditions identified herein; and

WHEREAS, the Planning and Zoning Board held a public hearing on November 13, 2025, reviewed the applicant's request, and made a recommendation on the applications with a vote of 5 to 0; and

WHEREAS, this matter has been presented to the City Council for final approval, and the Council has voted to approve the Major Site and Development Plan Amendment, and associated Master Sign Plan, to expand the existing 116,978 square foot Walmart Supercenter by 3,370 square feet to accommodate the expansion of the OPD operations and add eight (8) EV charging spaces, subject to the conditions of approval and Staff's recommendation at the December 1, 2025, Public Hearing.

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

SECTION 1. The Application, the Major Site and Development Plan Amendment (SP-88-06AA), and associated Master Sign Plan (MSP-25-01), to expand the existing 116,978 square foot Walmart Supercenter by 3,370 square feet to accommodate the expansion of the OPD operations and add eight (8) EV charging spaces is hereby APPROVED, subject to the conditions of approval contained herein, which are in addition to the general requirements otherwise provided by resolution for real property as follows:

Legal Description

PCN: 18-42-44-10-17-001-0000

WAL-MART TR A

CONTAINING A TOTAL OF 13.32 ACRES MORE OR LESS.



Subject site outlined in red line

SECTION 2. All resolutions in conflict herewith are hereby repealed.

SECTION 3. This resolution shall be effective upon its adoption subject to the following

conditions, which shall be responsibility of and binding upon the Applicant, its successors, or assigns:

1. The most stringent requirements of the Development and Neighborhood Services Staff Report and Recommendation Exhibit "A" dated November 6, 2025, and strict compliance with the Site and Development Plans stamped approved by the City of Greenacres on October 27, 2025, and listed below, which are attached hereto and made part hereof as Exhibit "B". (Planning)
 - A. SP-88-06AA Walmart's (Forest Hill Blvd) **Site Plan**, Sheets C1.0 through C1.2, received by DNS on October 27, 2025, and prepared by BEH of Bowman Consulting Group
 - B. SP-88-06AA Walmart's (Forest Hill Blvd) **Landscape Plan**, Sheets LP-1 through TD-5, received by DNS on October 27, 2025, and prepared by Jennifer N. Miller of Bowman Consulting Group
 - C. SP-88-06AA Walmart's (Forest Hill Blvd) **Irrigation Plan**, Sheets LI-1 through LI-4, received by DNS on October 27, 2025, and prepared by BEH of Bowman Consulting Group
 - D. SP-88-06AA Walmart's (Forest Hill Blvd) **Photometric Plan**, Sheet 1, received by DNS on October 27, 2025, and prepared by Joshua Watkins of Current
 - E. SP-88-06AA Walmart's (Forest Hill Blvd) **Architectural Plan**, Sheets A2 through A2.1, received by DNS on August 8, 2025, and prepared by CG of Bowman Consulting Group
 - F. SP-88-06AA Walmart's (Forest Hill Blvd) **Master Sign Plan**, Sheets MSP-1 through MSP-15, received by DNS on August 8, 2025, and prepared by Cuhachi Peterson
 - G. SP-88-06AA Walmart's (Forest Hill Blvd) **Civil/Engineering Plan**, Sheets C2.0 through D7.0, received by DNS on October 27, 2025, and prepared by BEH of Bowman Consulting Group
2. All conditions of approval in SP-88-06 and all subsequent amendments shall remain in full force and effect, unless explicitly modified by a subsequent City approval. For ease of reference and enforcement, these conditions are included below with the original approval identified. (Planning)
3. The project shall be required to pay the City's Arts in Public Places (AIPP) public art fee if the total construction costs is \$250,000 or greater, in accordance with Section 16-661 of the City's Code of Ordinances. If applicable, the public art fee shall be equal to one (1) percent of the total construction costs of the project. The contribution shall be placed in the City's public art fund, and the contributor shall have no input in the use of such funds. The contribution shall be divided into two (2) payments as follows (Planning):
 - A. Prior to Building Permit Issuance: The developer shall submit to the Building Division/Finance Department a preliminary certification of the total construction costs. This preliminary certification shall be used to calculate the developer's initial payment of 30 percent of the contribution. The developer shall make this initial payment to the Building Division/Finance Department prior to the issuance of any building permit.

- B. Prior to Issuance of the Final Certificate of Occupancy: The developer shall submit to the Building Division/Finance Department a final certification of the total construction costs. This final certification shall be used to calculate the outstanding portion of the contribution. The developer shall pay the outstanding portion of the contribution prior to the issuance of the final Certificate of Occupancy for the project.
4. The project shall be required to pay the City's impact fee of \$2.80 per square foot of new gross non-residential floor area per Code Section 16-201(2). The amount of **\$9,436** shall be paid prior to the issuance of any Building Permits. (Planning, Engineering, and Building) (*SP-88-06U*)
 5. The project shall participate in the City Tree Dedication Program per Code Section 16-1293; prior to the issuance of any Building Permits. One (1) tree shall be donated per 1,000 sq. ft. of building area or fraction thereof, therefore **four (4) Live Oaks trees or equivalent in lieu of payment** shall be donated to the City subject to the following specification: Live Oak, Florida Grade #1 container grown tree; at a minimum height of 12 feet; two (2) inch diameter trunk at four (4) feet; and with a minimum five (5) foot spread at installation. (Planning and Building) (*SP-88-06G*)
 6. Permits from the South Florida Water Management District (SFWMD), Lake Worth Drainage District (LWDD), and Palm Beach County Land Development, as required, for the stormwater management system must be obtained prior to the issuance of an Engineering Permit. (Engineering and Building) (*SP-88-06U*)
 7. Complete drainage calculations addressing water quality and quantity in accordance with the requirements of SFWMD must be submitted for review along with complete paving and drainage construction plans and subsurface investigation with percolation test prior to the issuance of building permits. (Engineering and Building) (*SP-88-06S*)
 8. Permits from the Health Department for modifications to the water and sewer system must be obtained prior to the issuance of an Engineering Permit. (Engineering) (*SP-88-06U*)
 9. An Engineering Permit, issued by the City of Greenacres, is required prior to any sitework or construction activities outside of the proposed structure and work related to development improvements taking place. The Engineering Permit must be closed-out before any Certificates of Occupancy (C.O.) are issued for any buildings or structures. No Engineering Permit shall be issued for construction or work until an approved cost estimate and a bond for all sitework has been posted. Once site work is complete, a maintenance bond will be required prior to the close-out of the engineering permit. (Engineering)
 10. Upon completion of all required improvements, the developer/property owner shall direct the civil engineer of record to prepare as-built drawings for all project plans and submit the project baseline data for all relevant layers to the Development & Neighborhood Services Department. The data must be provided in one of the following formats: (a) AutoCAD DXF, (b) GIS shapefile (comprising the ESRI extensions .shp, .shx, and .dbf), or (c) Geodatabase (with the ESRI .gdb extension). The timeline for submitting the as-built plans will be determined by the City Engineer, and submission must occur prior to the acceptance of improvements and the release of the bond for sitework. (Planning and Engineering)

11. No outdoor speakers shall be permitted. (Planning and Building) (*SP-88-06U*)
12. A bicycle rack, sized to accommodate a minimum of six (6) bicycles, shall be provided at the entry to the building. (Planning) (*SP-88-06U*)
13. The City of Greenacres bus shelter within the 10' x 30' easement on Forest Hill Boulevard shall remain the permanent maintenance obligation of the property owner including the removal of any trash, garbage, debris, or other waste material, upkeep of all landscaping, electricity for the shelter security light, and keeping the easement and overall site free of dangerous conditions. (Planning and Building) (*SP-88-06U*)
14. No outside storage or sales of materials or products is permitted on site unless a Temporary Use Permit is issued by the City's Development and Neighborhood Department. (Planning) (*SP-88-06*)
15. In accordance with the requirements of the National Pollution Discharge Elimination System (NPDES), best management practices shall be used to control runoff from construction activities. An NPDES Permit shall be provided to the City prior to the issuance of building permits. (Planning, Engineering, Building and Public Works) (*SP-88-06S*)
16. Utilities shall be provided underground and sufficient in size to properly serve the site. Appurtenances to these systems which require above-ground installation must be effectively screened from view. If it is determined by the City that the screening does not effectively mitigate the impact, additional screening may be required. (Planning, Engineering, and Building) (*SP-88-06U*)
17. All utilities and services to the site shall be provided by entities holding valid franchise agreements with the City. (Engineering and Building) (*SP-88-06U*)
18. All roof top mechanical equipment shall be screened from view and be consistent with the architecture of the building; no equipment shall be taller than the proposed screening. All ground mounted mechanical equipment shall be screened on all four sides; no equipment shall be taller than the proposed screening. If it is determined by the City that the screening does not effectively mitigate the impact, additional screening may be required. (Planning and Building) (*SP-88-06U*)
19. An aeration fountain should be designed into the site's retention pond. Such system should have preliminary approval by the City's Engineer. (Planning and Engineering) (*SP-88-06*)
20. Landscaping shall be maintained in perpetuity in accordance with the City's Landscaping Regulations and the approved Landscaping Plan, including specifications for plant size, number, location, and type of landscaping material. All plant life shown on an approved landscape plan shall be replaced if it dies, is seriously damaged, or removed. All plant material shall be kept reasonably free of visible signs of pests, infestation, or disease. (Planning)

21. A certified cost estimate by a Florida Registered Landscape Architect or Engineer, for the project's landscape materials, installation, irrigation and labor to establish a 1-year maintenance financial guarantee or financial security in a form acceptable to the City Attorney in the amount of 110% of the estimate shall be posted for the project's landscaping, in addition to the other bonds required for site improvements. The owner shall provide this financial guarantee or financial security before the City performs any landscape inspection or issues a Certificate of Occupancy. If project's landscaping is not maintained, the City may use the financial guarantee or financial security to maintain or replace dead or unacceptable landscape materials and irrigation components after providing written notice to the property owner. (Planning and Engineering)
- a. The project Landscape Architect shall conduct a field inspection at substantial completion of the project to verify that the landscape and irrigation installation complies with the approved plans and is healthy and flourishing before the project's 1-year maintenance financial guarantee/security period begins. The project Landscape Architect shall then submit a Certificate of Compliance letter to the City of Greenacres and request a final City inspection of the landscape installation.
 - b. The project Landscape Architect shall conduct an interim field inspection near the 6-month mark of the project's 1-year maintenance period to verify that the landscape and irrigation installation continues to comply with the approved plans and is healthy and flourishing. The project Landscape Architect shall then submit a Certificate of Compliance letter to the City of Greenacres and request an interim City re-inspection of the maintained landscaping at the 6-month mark of the maintenance financial guarantee/security period.
 - c. The project Landscape Architect shall conduct a field inspection near the completion of the project's 1-year maintenance period to verify that the landscape and irrigation installation continues to comply with the approved plans and is healthy and flourishing. The project Landscape Architect shall then submit a Certificate of Compliance letter to the City of Greenacres and request a final City re-inspection of the maintained landscaping 30 days prior to the end of the maintenance financial guarantee/security period.
 - d. Upon passing the final re-inspection, the property owner may request in writing the release and return of any remaining financial guarantee/security. If the location fails the final re-inspection, the financial guarantee/security shall not be released to the property owner. Once the property owner completes the required improvements, the financial guarantee/security shall be released. If these necessary improvements do not occur, the City may use the financial guarantee/security to maintain or replace landscape items as necessary.
22. All exterior roof surfaces shall be either rated by the Cool Roof Rating Council or labeled as an Energy Star qualified roof product and be in accordance with the Florida Building Code. This excludes portions of the roof acting as a rooftop deck, green roof, or any area of a roof utilized by photovoltaic and solar equipment. Product specifications for roofing materials must be submitted and approved as part of the roofing-related Building Permit submittals. (Planning and Building)

23. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the "City of Greenacres". (Planning) (*SP-88-06*)
24. The Site and Development Plan shall be revised as necessary and as otherwise noted herein to reflect all conditions of approval and re-submitted, prior to the issuance of building permits. (Planning, Engineering, and Building) (*SP-88-06U*)
25. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits and a Certificate of Occupancy. (Planning, Engineering, and Building) (*SP-88-06S*)
26. Any site permits required and/or obtained shall be maintained in an active status with the respective permitting agency until all the work covered by the permit is satisfactorily completed, any applicable inspections passed and officially closed out with the City. (Building)
27. The conditions of approval herein shall apply to the Owner, Applicant, and their successors and assigns. Deviation from any portion of the approved Site and Development Plans or failure to comply with any requirement, condition or safeguard imposed by the City during the approval procedure shall render the Site and Development Plans approval null, void, and of no further effect upon determination by the City Council. (Planning)

28. CITY NOTICES:

- (1) **Development permits and orders.** As provided by subsection 166.033(6), Florida Statutes, issuance of a development permit by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
- (2) **No Guarantee by City.** It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
- (3) **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and all claims, demands, disputes, costs, expenses, (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Property, except those claims or liabilities by or arising from gross negligence or intentional acts of the City, or its employees, contractors or agents.

RESOLVED AND ADOPTED this 1st of day of December, 2025.

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:

John Tharp, Council Member, *District I*

Voted:

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, *Deputy Mayor*

Voted:

Elisa Leheny, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney