



City Council Meeting
City of Greenacres, Florida
Monday, June 1, 2026 at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

Agenda

Mayor and City Council

Chuck Shaw, Mayor
John Tharp, Deputy Mayor
Peter Noble, Councilmember District II
Judith Dugo, Councilmember, District III
Susy Diaz, Councilmember, District IV
Elisa Leheny, Councilmember, District V

Administration

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

Call to Order and Roll Call

Pledge of Allegiance

Agenda Approval

Comments From the Public for Agenda Items Only

Special Business - None.

Consent Agenda

1. **Official City Council Meeting Minutes:** City Council Meeting Minutes, May 18, 2026. - Quintella L. Moorer, City Clerk.
2. **Resolution 2026-23:** Authorizing the agreement granting the City of Greenacres the exclusive right and privilege to construct, own, maintain, and operate potable water and wastewater facilities at the Municipal Operations Center; authorizing the Mayor to execute the agreement and City Officials to effectuate implementation of the terms of the contract; and providing for an effective date. - Carlos Cedeno, Director of Public Works.
3. **Resolution 2026-26:** Authorizing Amendment 002 of the Fiscal Year 2024-2025 Community Development Block Grant (CDBG) Agreement R2024-1409 for Phase III Original Section Sewer Project; and providing for an effective date. - Carlos Cedeno, Director of Public Works.
4. **Resolution 2026-28:** Approving the increase to Purchase Order No. 26-161 with C.A.P. Government, Inc. for building inspection services in the amount of \$90,000, for a revised total Purchase Order amount not to exceed \$190,000, utilizing the City of Delray Beach ITB No. 2024-041.- Monica Powery, Director of Purchasing.

Regular Agenda - None.

Discussion Items

5. Property Tax. - Andrea McCue, City Manager.

Comments From the Public on Non-Agenda Items

City Manager's Report

City Attorney's Report

Mayor and City Council Report

Adjournment

Future City Council Meetings

June 15, 2026 - Regular and CIP Budget.

July 6, 2026.

Meeting Records Request

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

Notice of Council Meetings and Agendas

The first and third Monday of each month are regular meeting dates for the City Council; special or workshop meetings may be called, whenever necessary. Council Agendas are posted on the City's website on the Friday prior to each Council meeting. A copy of the meeting audio and the complete agenda may be requested by [sending an email](#) or calling at 561-642-2006.

Americans with Disabilities Act

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



Item Summary

Meeting Date: June 1, 2026
From: Quintella L. Moorer, City Clerk
Subject: **Official City Council Meeting Minutes:** City Council Meeting Minutes, May 18, 2026. - Quintella L. Moorer, City Clerk.

Background

N/A

Analysis

Financial Information

N/A

Legal

N/A

Staff Recommendation

Approve 5-18-2026 Minutes

Attachments:

1. 5-18-2026 Draft Minutes



City Council Meeting
City of Greenacres, Florida
Monday, May 18, 2026 at 6:00 PM
City Hall Council Chambers | 5800 Melaleuca Lane

Minutes

Mayor and City Council

Chuck Shaw, Mayor
John Tharp, Deputy Mayor
Peter Noble, Councilmember District II
Judith Dugo, Councilmember, District III
Susy Diaz, Councilmember, District IV
Elisa Leheny, Councilmember, District V

Administration

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

Call to Order and Roll Call

Mayor Shaw called the meeting to order at 6:00 PM. All other Councilmembers were present.

Pledge of Allegiance

Agenda Approval

Mayor Shaw congratulated all high school graduates in the city and the county. Motion made by Councilmember Dugo, Seconded by Deputy Mayor Tharp to approve the agenda.

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

Comments From the Public for Agenda Items Only

None.

Special Business

1. **Proclamation:** Greenacres 100th Year Anniversary. - Palm Beach County Commissioner Joel Flores, District 3.
Mayor Shaw read the proclamation by title.
Photos were taken.

2. **Presentation:** Greenacres Centennial Celebration Float recognition. - Mr. Michael Piesco.

Mayor Shaw thanked Mr. Piesco for his dedication and hard work with building the City's 100-year centennial parade float. Ms. McCue thanked Mr. Piesco for his unwavering dedication and beautiful design.

Mr. Piesco was thankful for the recognition and was honored to help the City.

Photos were taken.

3. **Proclamation:** National EMS Week, May 17-23, 2026. - Chief Phillip Konz, Fire Rescue.

Deputy Mayor Tharp read the proclamation by title.

Chief Konz was thankful for the recognition of the Fire Rescue Department. He thanked the Fire Rescue team for their hard work and loyalty to the City.

Photos were taken.

4. **Presentation:** Property Fraud. - Clerk of the Circuit Court and Comptroller Mike Caruso, Palm Beach County.

Clerk Caruso thanked the Mayor and Council for allowing him to present.

Clerk Caruso highlighted some accomplishments of the Clerk of Court, such as being fully electronic and creating a unified database for property searches.

He mentioned in light of the high rate of fraud and scams, he was educating residents and reminding them to stay on high alert. Clerk Caruso provided a few popular scams to look out for, such as traffic tickets and property deed theft.

Clerk Caruso stated he was working with the State Attorney's office to prosecute property fraud scammers around the county, and he was proud of the success rate of prosecutors.

He advised everyone to sign up for the property alert on the Clerk and Comptroller website, www.mypalmbeachclerk.com. He invited everyone to come out to the Greenacres Community Center on July 29 to get signed up.

Consent Agenda

5. **Official City Council Meeting Minutes:** City Council Meeting Minutes, May 4, 2026. - Quintella L. Moorer, City Clerk.

6. **Resolution 2026-20:** Authorizing the FY 2026/27 State of Florida Statewide School Readiness Provider Contract between The Early Learning Coalition of Palm Beach County and the City of Greenacres for the Youth Programs Department; authorizing the Mayor to execute the contract and City Officials, to effectuate implementation of the terms of the contract; and providing for an effective date. - Jowie Mohammed, Director of Youth Programs.
7. **Resolution 2026-21:** Authorizing the FY 2026/27 Children's Services Council (CSC) Scholarship Provider Contract between the Early Learning Coalition of Palm Beach County and the City of Greenacres for the Youth Programs Department; authorizing the Mayor to execute the contract and City Officials to effectuate implementation of the terms of the contract; and providing for an effective date. - Jowie Mohammed, Director of Youth Programs.
8. **Resolution 2026-22:** Approving the Memorandum of Understanding (MOU) between the Solid Waste Authority of Palm Beach County (SWA) and the City of Greenacres to apply jointly for the authorization and use of Debris Management site; authorizing the Mayor to execute the MOU and the City Officials to effectuate implementation of the terms of the MOU; and providing for an effective date. - Carlos Cedeño, Director of Public Works.
Motion made by Councilmember Dugo, Seconded by Deputy Mayor Tharp to approve the MOU.
Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, Councilmember Diaz, Councilmember Leheny.

Regular Agenda

9. **PUBLIC HEARING: Ordinance 2026-02: Second Reading:** Amending the City of Greenacres Budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Teri Beiriger, Director of Finance.
Ms. Moorer read the ordinance by title.

Ms. Beiriger stated no changes had taken place since the First Reading on May 4, 2026. Staff recommended approval.

Motion made by Councilmember Diaz, Seconded by Councilmember Leheny to approve ordinance 2026-02 on Second Reading.

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

Discussion Items - None

Comments From the Public on Non-Agenda Items

None.

City Manager's Report

10. Community Recreation Services Report.
11. Development and Neighborhood Services Report.
12. Finance Report.
13. Fire Rescue Report.
14. Information Technology Report.
15. Palm Beach County Sheriff's Office D16 Report.
16. Purchasing Report.
17. Public Works Report.
18. Youth Programs Report.

Ms. McCue congratulated Dr. Philip Harris, Director of Economic Development, on winning the 2026 Innovation in Marketing Award, for the City's Dine Local Savor Greenacres campaign.

She also reminded everyone to come out to the City's Birthday Bash event on Sunday, May 24, 2026.

City Attorney's Report

No report.

Mayor and City Council Report

Councilmember Leheny: Congratulated all high school graduates and reminded the residents that starting June 8, free lunches for students for the summer.

Councilmember Diaz: Congratulations to Dr. Harris on receiving the award. She also complemented Mr. Richard Mahler, Digital Media Specialist, for his innovative media postings. She asked everyone to slow down and pay attention while driving as kids would be out of school for the summer.

Councilmember Dugo: Recognized Armed Forces Day and thanked all soldiers.

Deputy Tharp: Congratulations to Dr. Harris on receiving the award and expressed his gratitude to Mr. Piesco on his craft skills with building the City's parade float.

Adjournment

6:42PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



Item Summary

Meeting Date: June 1, 2026

From: Carlos Cedenó , PW Director

Subject: **Resolution 2026-23:** Authorizing the agreement granting the City of Greenacres the exclusive right and privilege to construct, own, maintain, and operate potable water and wastewater facilities at the Municipal Operations Center; authorizing the Mayor to execute the agreement and City Officials to effectuate implementation of the terms of the contract; and providing for an effective date. - Carlos Cedenó, Director of Public Works.

Background

The City of Greenacres is currently in the design phase of the new Municipal Operations Center. Part of the current phase includes the planning and design of the potable water and wastewater systems that will service the building. In order to proceed, the City must enter into a potable water and wastewater development agreement for the MOC to be serviced. Through the Agreement, Greenacres grants Palm Beach County Water Utilities Department the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats.

Analysis

With this Agreement, the City of Greenacres grants Palm Beach County Water Utilities Department the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats.

Financial Information

The City of Greenacres is required to pay *Guaranteed Revenue Fees* plus applicable *Franchise Fees* in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, the

City agrees to pay in accordance with the Uniform Policies and Procedures (UPAP) Manual of the Palm Beach County Water Utilities Department. The Mandatory Agreement Payment (MAP), which is twelve months of *Guaranteed Revenue Fees* plus applicable *Franchise Fees* payable to the Palm Beach County Water Utilities Department upon submission of a renewal agreement for each Equivalent Residential Connection (ERC) represented in the Agreement. The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Portable Water:	\$323.50 per ERC x 43.80 ERCs	\$14,169.30
	=	
Wastewater:	\$312.43 per ERC x 43.80 ERCs	\$13,684.43
	=	
Franchise Fee:		\$0
Total:		\$27,853.73

Legal

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

Staff Recommendation

Approval of Resolution 2026-23 Agreement between the City of Greenacres and the Palm Beach County Water Utilities Department for a water and wastewater agreement for the MOC.

Attachments:

1. Res. 2026-23 Waer and Wastewater Agreement Exhibit 1
2. Res. 2026-23 Water and Waste Water Agreement for Sanitary Sewer System

STANDARD POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "Utility" and **CITY OF GREENACRES**, a Florida municipal corporation, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of the completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC represented in the Agreement;
 - (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses or capital improvement costs;

- (h) “Total Accrued Amount (TAA)” - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the current rate(s) minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
- (i) “Standard Development Renewal Agreement (SDRA)” – an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs (ERICs) in a Standard or Non-Standard Development Agreement for an additional five (5) years; and
- (j) “Franchise Fee” – A percentage surcharge applied to all of the Utility’s fees for Customers within portions of the Utility’s Service Area with said fees collected by Utility and distributed to another governmental entity.

3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility’s consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney’s fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner’s sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in **Exhibit “A”** and in addition to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.

5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
- (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$323.50 per ERC x 43.80 ERCs =	<u>\$14,169.30</u>
Wastewater:	\$312.43 per ERC x 43.80 ERCs =	<u>\$13,684.43</u>
	Franchise Fee	<u>\$ 0</u>
	TOTAL	<u>\$27,853.73</u>

Upon receipt of the MAP, Utility agrees to reserve **43.80** ERCs of Potable Water and Wastewater system capacity for Property Owner until _____, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the original Agreement rate(s) before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by 18.3 ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the original Agreement rate(s). Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$150,000 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the current rate(s). The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

5800 Melaleuca Lane
Greenacres, FL 33463

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

13. The rights, privileges, obligations and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit “A”**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
16. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Property Owner.

17. Additional Conditions:

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

PALM BEACH COUNTY

Signature _____ By: _____
County Administrator or Designee

Print Name _____

Signature _____

Print Name _____

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 20__, by _____, who is () personally known to me or () has produced _____ as identification.

My Commission

Expires: _____ Signature of Notary

Notary: _____ Typed, Printed, or Stamped Name of Notary

WATER UTILITIES DEPARTMENT APPROVAL

By: _____
Director, Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Business and Community Agreements, Manager

WITNESSES:

**PROPERTY OWNER:
CITY OF GREENACRES**

Signature

By: _____
Signature

Print Name

Title

Signature

Typed or Printed Name

Print Name

NOTARY CERTIFICATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 20____, by _____ as who is () personally known to me or () has produced _____ as identification.

My Commission

Expires: _____

Signature of Notary

Notary: _____

Typed, Printed, or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1 (18-42-44-26-00-000-7040)
THE SW1/4 OF THE SE1/4 OF THE SW1/4 OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

LESS A PARCEL OF LAND IN SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, CONTAINING 2.50 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 320.0 FEET OF THE NORTH 340.2 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

ALSO, LESS THE SOUTH 86 FEET THEREOF, CONVEYED TO THE LAKE WORTH DRAINAGE DISTRICT IN DEED BOOK 113, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

PARCEL 2 (18-42-44-26-00-000-7100):

A PARCEL OF LAND IN SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, CONTAINING 2.50 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 320.0 FEET OF THE NORTH 340.2 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 20.0 FEET OF THE EAST 348.6 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

PARCEL 3 (18-42-44-26-00-000-7110):

A PARCEL OF LAND IN SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, CONTAINING 18.92 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS THE NORTH 40 FEET FOR ROAD RIGHT OF WAY AND LESS THE SOUTH 50 FEET THEREOF.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

under the laws of the State of _____, a _____ Corporation, existing hereby certifies that it is the mortgage / lienholder under a mortgage from _____, a corporation, dated _____, filed _____, and recorded in Official Record Book _____, Page _____, as modified by Mortgage Modification Agreement dated _____; filed _____ and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and _____, a _____, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in **Exhibit “A”** to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

_____, as mortgagee aforesaid, consents to the recording by Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this ____ day of _____, 20____.

WITNESSES: _____ an authorized to do business in the State of Florida.

Signature _____	President _____
Print Name _____	Signature _____
Signature _____	Print Name _____
Print Name _____	

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 20____, by _____, who is () personally known to me or () has produced _____ as identification.

My Commission Expires: _____

 Signature of Notary

 Typed, Printed, or Stamped Name of Notary

RESOLUTION NO. 2026-23

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE AGREEMENT GRANTING THE CITY OF GREENACRES THE EXCLUSIVE RIGHT AND PRIVILEGE TO CONSTRUCT, OWN, MAINTAIN, OPERATE AND POTABLE WATER AND WASTEWATER FACILITIES AT THE MUNICIPAL OPERATIONS CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND CITY OFFICIALS TO EFFECTUATE IMPLEMENTATION OF THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Greenacres desires to construct potable water and waste water facilities at the City's Municipal Operations Center (MOC); and

WHEREAS, the City of Greenacres understands that this contract for service in no way entitles the City to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, the City of Greenacres grants and gives WUD the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats; and

WHEREAS, the City Council agrees that in the best interest of public health and to encourage the use of central water and wastewater facilities and to enter into this Agreement.

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

Section 1. The City Council grants authorization to the Mayor to execute the Agreement between the Palm Beach County Water Utilities Department and the City of Greenacres, which is attached hereto as Exhibit “A” and incorporated herein.

Section 2. The City Council grants authorization to the appropriate City Officials to effectuate the implementation of the terms of the Agreement.

Section 3. This resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 1ST of day of June, 2026

Chuck Shaw, Mayor

John Tharp, Deputy Mayor

Voted:

Attest:

Quintella Moorer, City Clerk

Peter Noble, Council Member, District II

Voted:

Judith Dugo, Council Member, District III

Voted:

Susy Diaz, Council Member, District IV

Voted:

Elisa Leheny, Council Member, District V

Voted:

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



Item Summary

Meeting Date: June 1, 2026

From: Carlos Cedeno , PW Director

Subject: **Resolution 2026-26:** Authorizing Amendment 002 of the Fiscal Year 2024-2025 Community Development Block Grant (CDBG) Agreement R2024-1409 for Phase III Original Section Sewer Project; and providing for an effective date. - Carlos Cedeno, Director of Public Works.

Background

On October 1, 2024, Palm Beach County Department of Housing and Economic Development (DHED) entered into Agreement R2024-1409 with the City of Greenacres for a Community Development Block Grant (CDBG) for Fiscal Year 2024-2025. DHED agreed to provide \$197,193 of CDBG funds for the improvements of the Original Section Sanitary Sewer System Phase III to construct the north area lift station that has gravity sewer line with a septic system currently serving 1,170 residential units. The Original Section Sewer improvements is a multi-phase project that is located between 10th Ave North and Biscayne Boulevard. The project will provide sanitary sewer service to properties and enhance water quality standards to the City's residents.

Analysis

To proceed with the project, the attached Agreement Amendment 002 between Palm Beach County and the City of Greenacres needs to be approved by City Council. This agreement is similar to the previous CDBG agreements between Palm Beach County and the City of Greenacres. Agreement Amendment 002 revises the completion of the construction date from May 31, 2026 to September 30, 2026. It also revises the request date for 100% reimbursement of CDBG funds from DHED from June 30, 2026 to October 31, 2026.

Financial Information

The CDBG Agreement Amendment 002 does not change the total reimbursement for the allocated CDBG funds under Agreement R2024-1409 (\$197,193).

Legal

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

Staff Recommendation

Approval of Resolution FY 2024-2025 CDBG Agreement Amendment 002 through the adoption of Resolution 2026-026.

Attachments:

1. Res. 2026-26 CDBG R2024-1409 Amendment 002 Exhibit 1
2. Res. 2026-26 CDBG Phase III Amendment 002

AMENDMENT 002 TO
THE CDBG CAPITAL IMPROVEMENT AGREEMENT
WITH
CITY OF GREENACRES

THIS IS AN AMENDMENT 002, with an effective date of _____, by and between **Palm Beach County** and the **City of Greenacres**.

W I T N E S S E T H:

WHEREAS, Palm Beach County (County) entered into a Capital Improvement Agreement (R2024-1409) with the City of Greenacres (Subrecipient) on October 1, 2024 to provide \$197,913 of Community Development Block Grant (CDBG) funds under FY2024-2025, as amended by Amendment 001 (R2026-0146), on December 4, 2025, to perform phase 3 of the Original Section Sewer North Lift Station improvements and provide sanitary sewer service to residential properties still on septic systems, located along Swain Boulevard from Lake Worth Road and northwards to 10th Avenue North, within the City of Greenacres (Project); and

WHEREAS, the Subrecipient has requested to extend the performance requirements for Project Completion and for the Agreement Expiration date to also be extended This action is necessary due to the extensive lead times necessary for Florida Power and Light (FPL) to provide power to the Lift Station and complete any other ancillary services required in order for Subrecipient to complete the Project; and

WHEREAS, both the County and Subrecipient have agreed to amend the Agreement and extend the performance dates for Project completion from May 31, 2026 to September 30, 2026, and also extend the Agreement Expiration date, from June 30, 2026 to October 31, 2026, to allow the Subrecipient to complete and closeout the Project and County to meet documentation and HUD expenditure requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. ITEM 6. MAXIMUM COMPENSATION

The Agreement Expiration Date of June 30, 2026 is hereby extended to **October 31, 2026**.

C. EXHIBIT "A" SCOPE OF WORK: SECTION D. PERFORMANCE REQUIREMENTS

The performance requirement for Project Completion is extended from May 31, 2026 to **September 30, 2026**.

Except as modified by written notification as provided by Amendment 001 (R2025-0146) and this Amendment 002, the Agreement remains in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20____ and caused this Amendment 002 to the Agreement (R2024-1409) to be executed.

(SUBRECIPIENT SEAL BELOW)

CITY OF GREENACRES

By: _____
Chuck Shaw, Mayor

By: _____
Quintella Moorer, City Clerk

By: _____
Andrea McCue, City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, Jonathan B. Brown, Deputy County Administrator, of the Department of Housing and Economic Development has hereunto set his hand this _____ day of _____, 20____ and caused this Amendment 002 to Agreement (R2024-1409) to be executed on behalf of the Board of County Commissioners of Palm Beach County.

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

By: _____
Jonathan B. Brown,
Deputy County Administrator
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Department of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Carlos R. Serrano
Deputy Director



AGREEMENT/MOU REVISION REQUEST
AGREEMENT/MOU BETWEEN PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT
AND

City of Greenacres

PROJECT AND FUNDING Agreement R 2024-1409 or MOU executed date

Provide Project Name, Funding Amount and brief Project description.

CDBG FY24/25 funding amount \$197,913. for the Original Section Sanitary Sewer Ph3; continue sanitary gravity sewer main infrastructure located along Perry ave, from 4th Street to south of 10th Avenue N, and install a new lift station in the City of Greenacres.

REQUESTED REVISION: *Provide name of Subrecipient (Town/City/ County Dept) and requested revision.*

The City of Greenacres requests to postpone the completion date from May 28, 2026 to August 31, 2026.

JUSTIFICATION *Provide description of activities to be undertaken and reason to justify the revision.*

Due to the length of time required to obtain power to the lift station from FPL additional time is needed. Numerous additional weeks have been taken working on coordination with FPL to obtain power including resolving a missing FPL hand hole far from the project location that was covered and had to be located and unearthed to proceed with work.

Carlos Cedeño, Public Works Director

Authorized Signatory (Name & Title)

05/07/2026

Date

REVISION ACTION (for DHED Contracts use only) AMENDMENT REQUIRED XYES _ NO

IN ACCORDANCE WITH: EXHIBIT "A" SCOPE OF WORK: SECTION D. PERFORMANCE REQUIREMENTS, the Project Completion date is extended from May 31, 2026 to September 30, 2026. Also, under ITEM 6. MAXIMUM COMPENSATION, the Agreement Expiration Date is extended from June 30, 2026 to October 31, 2026. The City has already expended 100% of the CDBG allocation and an Amendment 002 to the Agreement is required to allow the City additional time to complete the Project and the County to complete reporting requirements to HUD. Except as modified by previous written notification and the Amendment 002, the Agreement remains in full force and effect in accordance with the terms thereof. The Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED REVISION

Except as revised by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

By: 

Axel Miranda, Director
Department of Housing & Economic Development

Date: 5-11-26

Cc Jeffrey Bolton, Director, Contract Development and Quality Control
Bud Cheney, Director, Capital Improvements Real Estate and Inspection Services



JUSTIFICATION CONT'D	AGREEMENT R 2024-1409	or MOU executed date
-----------------------------	------------------------------	-----------------------------

Provide additional comments to justify the revision.

Some additional justification includes the fact that the following items cannot be completed without power to the station. The items that require power to the station include the force main tie in to the existing force main, cut in manhole into existing system with temporary bypass, and perform passing lift station start up testing. Then once those items occur the grout filling of the existing station and gravity main cannot occur until the Health Department accepts the new station and asbuilts for the entire system. All of these items cannot occur until power is provided to the station which is still not currently in place. However, FPL has indicated power will be provided by May 8, 2026.



May 5, 2026

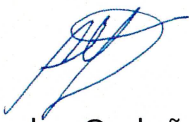
Axel Miranda, Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33413

Dear Mr. Miranda,

The City of Greenacres would like to request a modification to our agreement for the above project to adjust only the date of completion of the project due to the additional time required to obtain power to the lift station from FPL. Without power to the station numerous construction items cannot be completed including tie in the existing force main, installation of manhole in existing system requiring bypass, new lift station start up, final as-built completion, and acceptance of the new station by the Health Department. Numerous additional weeks were spent coordinating with FPL to obtain power including resolving the location of a covered FPL hand hole which had to be located and uncovered and unearthed to proceed with work that was far from the project site. The date for full reimbursement of CDBG funds will not need to change. We would like to change the date of project completion of the work from May 28, 2026, to August 31, 2026. This modification request will not change the total reimbursement for CDBG funds allocated before December 31, 2025

Please do not hesitate to contact me if you have any questions via email at ccedeno@greenacresfl.gov or telephone at (561) 642-2071.

Sincerely,



Carlos Cedeño
Public Works Director

CC: (via email): Zach Gamble, Craven Thompson & Associates Andrea McCue,
City Manager Teri Beiriger, Finance Director

RESOLUTION NO. 2026-26

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING AMENDMENT 002 OF THE FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT R2024-1409 FOR PHASE III ORIGINAL SECTION SEWER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on October 1, 2024, the City of Greenacres entered into Interlocal Agreement R2024-1409 with Palm Beach County Department of Housing and Economic Development (DHED) for a Community Development Block Grant for fiscal Year 2024-2025. The project will construct north area lift station that has gravity sewer line with a septic system currently serving 1,170 residential units from 10th Avenue North to the south by Lake Worth Road, to the east by Haverhill Road and to the west by the LWDD E-3 Canal to the South; and

WHEREAS, it was determined there is a need to revise the completion of the construction date from May 31, 2026 to September 30, 2026; and shall commence upon full execution by both parties; and

WHEREAS, it was determined there is a need to revise the request for 100% reimbursement of CDBG funds from DHED from June 30, 2026 to October 31, 2026; and

Ci.

WHEREAS, funding for this project has been approved in the amount of \$197,193, and will result in greatly needed improvements to Greenacres' Original Section; and

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

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

SECTION 1. The City Council grants authorization for the execution of Amendment of 002 of the FY 2024-2025 Community Development Block Grant (CDBG) Funding Agreement for Phase III of the Original Section sewer improvements of the City of Greenacres attached hereto as Exhibit "A".

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

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

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

RESOLVED AND ADOPTED this 1ST of day of June, 2026

Chuck Shaw, Mayor

Voted:
John Tharp, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, Council Member, District II

Voted:
Judith Dugo, Council Member, District III

Voted:
Susy Diaz, Council Member, District IV

Voted:
Elisa Leheny, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



Item Summary

Meeting Date: June 1, 2026

From: Monica Powery, Director

Subject: **Resolution 2026-28:** Approving the increase to Purchase Order No. 26-161 with C.A.P. Government, Inc. for building inspection services in the amount of \$90,000, for a revised total Purchase Order amount not to exceed \$190,000, utilizing the City of Delray Beach ITB No. 2024-041.- Monica Powery, Director of Purchasing.

Background

The City currently utilizes C.A.P. Government, Inc. for building inspection services on an as-needed basis. The original purchase order was issued for Fiscal Year 2026 in the amount of \$50,000 for building inspection, plan review, and other related services for the Development and Neighborhood Services Department.

On March 24, 2026, a change purchase order was issued increasing Purchase Order No. 26-161 to \$100,000 due to the continued need for these services. The purchase order utilizes the terms and conditions of the City of Delray Beach ITB No. 2024-041, which is effective from August 19, 2024, through August 18, 2027.

Due to the continued need for building inspection services, staff is requesting authorization to increase the existing purchase order by \$90,000, bringing the total purchase order amount from \$100,000 to \$190,000.

Analysis

C.A.P. Government, Inc. provides professional building inspection services as needed, including inspection, plan review, and development services. These services assist the Development and Neighborhood Services Department in maintaining timely permit review, inspection scheduling, and customer service levels.

The City's Procurement Code was recently amended to update purchasing procedures, thresholds, exemptions, and alternate source processes. The ordinance summary states that the amended code updates the City's threshold limits, exemptions, and overall purchasing processes. Under the revised Procurement Code, piggyback

purchases require City Council approval. Accordingly, although the existing purchase order was previously issued, Council approval is now required to increase the purchase order amount.

The requested increase will allow the City to continue utilizing the existing piggyback contract without interruption and ensure sufficient funding remains available for building inspection services through the fiscal year.

Financial Information

Purchase Order No. 26-161 was originally issued in the amount of \$100,000. Staff is requesting approval to increase the purchase order by \$90,000, for a revised total not to exceed amount of \$190,000. Funding is available and will be charged to account 001-30-34-34-4, Other Contractual Services.

Legal

The purchase is being made in accordance with the City's Procurement Code and utilizes the terms and conditions of the City of Delray Beach ITB No. 2024-041. Council approval is requested in accordance with the revised Procurement Code requirements for piggyback purchases.

Staff Recommendation

Approval of Resolution No. 2026-28 authorizing an increase to Purchase Order No. 26-161 with C.A.P. Government, Inc. for building inspection services in the amount of \$90,000, increasing the total purchase order amount from \$100,000 to an amount not to exceed \$190,000, utilizing the City of Delray Beach ITB No. 2024-041.

Attachments:

1. Resolution No. 2026-28
2. PO 26-161
3. City of Delray Beach- ITB 2024-041

RESOLUTION NO. 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE INCREASE TO PURCHASE ORDER NO. 26-161 WITH C.A.P. GOVERNMENT, INC. FOR BUILDING INSPECTION SERVICES IN THE AMOUNT OF \$60,000, FOR A REVISED TOTAL PURCHASE ORDER AMOUNT NOT TO EXCEED \$160,000, UTILIZING THE CITY OF DELRAY BEACH ITB NO. 2024-041; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres (the “City”) utilizes C.A.P. Government, Inc. for building inspection services on an as-needed basis for the Development of Neighborhood Services Department; and

WHEREAS, Purchase Order No. 26-161 was originally issued in the beginning of Fiscal Year 2026 in the amount of \$50,000 for building inspection, plan review, and related services; and

WHEREAS, on March 24, 2026, the purchase order was increased to \$100,000 due to the continued operational need for such services; and

WHEREAS, the purchase order utilizes the terms and conditions of the City of Delray Beach Invitation to Bid (ITB) No. 2024-041, effective August 19, 2024, through August 18, 2027; and

WHEREAS, the City’s Procurement Code was recently amended to update purchasing procedures, thresholds, exemptions, and alternate sources processes, including requiring City Council approval for piggybacking purchases; and

WHEREAS, City staff have determined that additional funding is necessary to continue uninterrupted building inspection services, maintain timely permit reviews and inspections through the remainder of the fiscal year; and

WHEREAS, City staff recommend that the City Council approve an increase to Purchase Order No. 26-161 with C.A.P. Government, Inc. by \$90,000, for a revised total amount not to exceed \$190,000, as being in the best interest of the City.

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

SECTION 1. The City Council hereby approves an increase to Purchase Order No. 26-161 with C.A.P. Government, Inc. for building inspection services in the amount of \$90,000, for a revised total purchase order amount not to exceed \$190,000, utilizing the terms and conditions of the City of Delray Beach ITB No. 2024-041.

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

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

RESOLVED AND ADOPTED this 1 of day of June 2026

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, *Deputy Mayor*

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

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

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

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



Ship To
City of Greenacres
Building Department
5800 Melaleuca Lane
Greenacres, FL 33463

Bill To
5800 Melaleuca Lane
GREENACRES, FL 33463

Purchase Order
No. 2026-00000161

DATE 03/24/2026

CITY OF GREENACRES

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILLS OF LADING AND
CORRESPONDENCE

VENDOR 20379 - C.A.P. Government, Inc.

Changed Purchase Order

DELIVER BY 09/30/2026

SHIP VIA

FREIGHT TERMS FOB

PAGE 1 of 1

ORIGINATOR: Sasha Burrell

TERMS: NET 30 DAYS

Contact

C.A.P. Government, Inc. (ACH)
343 Almeria Avenue
CORAL GABLES, FL 33134

REFERENCE

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
100,000.0000	DL	BUILDING INSPECTION SERVICES - On call as needed Building inspection, plan review & Dev. svcs On call as needed services for FY 2026 . The Consultant shall provide inspection, plan review, and development services. All terms and conditions per City of Delray Beach contract with C.A.P. Government, Inc. dated August 19, 2024. Rates are provided for in the Professional Services Agreement . Rates do not include travel time. This Purchase Order is an estimate of payments to be made. Itemized invoices for services rendered must be submitted for payment. 3/17/2026 additional funds of 50,000 was added to cover invoices for plan review, inspections and other applicable building services for FY26. 001-30-34-34-4 - Other Contractual Services 100,000.00	Item Changed	1.0000	\$100,000.00

TOTAL DUE \$100,000.00

Direct inquiries to Buyer at (561) 649-5403 or purchasing@greenacresfl.gov

The terms and conditions on the City's website -
(<https://greenacresfl.gov/purchasing/page/terms-conditions>)
are hereby incorporated as an integral part of this order.

Special Instructions

All terms and conditions per the City of Delray Beach ITB No.2024-041. Effective dates 8/19/2024 through 8/18/2027.

Submit all invoices to:
Accounts Payable
5800 Melaleuca Lane
Greenacres, FL 33463
ap@greenacresfl.gov

TAX EXEMPTION NUMBER
85-8012683670C-0

AUTHORIZED BY CITY OF GREENACRES

BY: 
Authorized Purchasing Official

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 19th day of August, 2024, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and CAP Government, Inc., a Florida Corporation (hereafter referred to as ("Consultant")), whose address is 343 Almeria Avenue, Coral Gables, FL 33134.

WHEREAS, the City desires to retain the Consultant to provide inspection, plan review, and development services in accordance with the City's Invitation to Bid No. 2024-041, and the Consultant's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Consultant and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2024-041, and the Consultant's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Consultant shall provide inspection, plan review, and development services as identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay the Consultant, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

City of Delray Beach
ITB No. 2024-041
Title: Inspection, Plan Review, and Development Services

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

- iii. As to the Consultant: C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134
Attn.: Carlos A. Penin, PE- President
Email: capenin@capila.com
Phone: 305-448-1712

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY

By entering into this Agreement, Consultant acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Consultant affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Consultant, the Consultant may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Consultant.

ARTICLE 6. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for (2) two additional (1) one-year period(s), unless terminated earlier in accordance with the terms set forth in the ITB.

ARTICLE 7. PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of the City's Invitation to Bid No. 2024-041, and the Consultant's response to the Invitation to Bid.
- c. Consultant's response to the City's Invitation to Bid No. 2024-041, and any subsequent information submitted by Consultant during the evaluation and negotiation process.

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: Katerri Johnson
Katerri Johnson, City Clerk

By: Thomas F. Carney Jr.
Thomas F. Carney Jr., Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Lynn G. Gish
Lynn G. Gish, City Attorney



[SEAL]

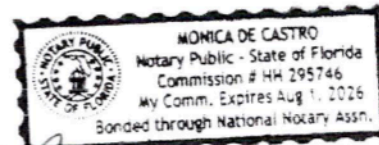
C.A.P. GOVERNMENT, INC.

By: Carlos A. Penin
Carlos A. Penin, PE
Printed Name President
Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of July, 2024, by Carlos A. Penin, PE (name of person), as President (type of authority) for C.A.P. Government, Inc (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____



Monica de Castro
Notary Public - State of Florida

SECTION 4
BID SUBMITTAL SIGNATURE PAGE

This Page and all following pages comprise your original Bid Submittal package.

Please also attach any additional information or documentation requested in this Invitation to Bid.
There is no need to include the preceding Sections 1 and 2 in your Bid Submittal package.

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: C.A.P. Government, Inc.

Street Address: 1910 N. Florida Mango Rd., West Palm Beach, 33409

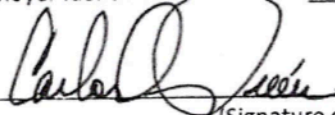
Mailing Address (if different than Street Address):

Telephone Number(s): (305) 448-1711

Fax Number(s): NA

Email Address: capenin@capfla.com

Federal Employer Identification Number: 65-0121594

Signature: 
(Signature of authorized agent)

Print Name: Carlos A. Penin, PE

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 120 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

END OF SECTION 4

SECTION 5 PRICING SCHEDULE

5.1 PRICES AND RATES

Bids will be accepted through a secure mailbox at Periscope S2G (www.PeriscopeS2G.com) until the Deadline for Submission as indicated in this ITB. The City will only accept electronic bids for this ITB. Late Bids will not be accepted.

In addition to the "Place Offer" bid submission section, the Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

Description	Estimated Quantities Yearly (Hours)	Hourly Rate	Yearly Total Cost
Building Inspector	150	\$82.50	\$12,375.00
Electrical Inspector	75	\$82.50	\$6,187.50
Plumbing Inspector	75	\$82.50	\$6,187.50
Mechanical Inspector	100	\$80.00	\$8,000.00
Plan Reviewer	5	\$110.00	\$550.00
Landscape Plan Reviewer	5	\$100.00	\$500.00
Fire Plan Reviewer	5	\$100.00	\$500.00
Plan Review Technician	5	\$55.00	\$275.00
Building Official	5	\$120.00	\$600.00

TOTAL BID PRICE \$ 35,175.00

END OF SECTION 5

City of Delray Beach
ITB No. 2024-041
Inspection, Planning Review and Development Review Services



SECTION 6 – MINIMUM QUALIFICATIONS

- ii. C.A.P. Government, Inc.'s proposed staff have valid licenses, and all licenses will be maintained during the performance of the contract. (We have enclosed on the following pages, proof of licenses of all personnel that will be engaged in performing City's contract)
- vi. C.A.P. Government, Inc. has no conflicts of interests in relation to this ITB.

City of Delray Beach
ITB No. 2024-041
Inspection, Planning Review and Development Review Services



SECTION 7 - RESPONSE REQUIREMENTS

- i. Entity Name:** Palm Beach County
 - ii. Entity's Primary Contact for contract:** Mr. Doug Wise, Building Official
 - iii. Phone Number:** (561) 233-5192
 - iv. Email Address:** dwise@pbcgov.org
 - v. Project Term (Start/End Date):** 2015 - Ongoing
 - vi. Types of Work:** Building Inspection, Plan Review and Permit Technicians on an "As needed Basis"
 - vii. Beginning and ending contract/PO amounts:** \$8.2M
-

- i. Entity Name:** Town of Highland Beach
 - ii. Entity's Primary Contact for contract:** Mr. Marshall Labadie, Town Manager
 - iii. Phone Number:** (561) 278-4548
 - iv. Email Address:** mlabadie@highlandbeach.us
 - v. Project Term (Start/End Date):** 2019 - Ongoing
 - vi. Types of Work:** Supplemental Building Inspections and Plan Review Services
 - vii. Beginning and ending contract/PO amounts:** \$1.5M
-

- i. Entity Name:** City of South Bay
 - ii. Entity's Primary Contact for contract:** Mr. Leondrae D. Camel, City Manager
 - iii. Phone Number:** (561) 996-6751
 - iv. Email Address:** camell@southbaycity.com
 - v. Project Term (Start/End Date):** 2010 - Ongoing
 - vi. Types of Work:** Plan Review and Inspections
 - vii. Beginning and ending contract/PO amounts:** \$630K
-

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 06/24/2024

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

C.A.P Government, Inc.

Firm Name

Signature

Carlos A. Penin, PE, President

Name and Title (Print or Type)

06/18/2024

Date

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

C.A.P. Government, Inc.

Firm Name

Signature

Carlos A. Penin, PE, President

Name and Title (Print or Type)

06/18/2024

Date

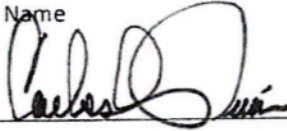
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

C.A.P. Government, Inc.

Firm Name



Signature

Carlos A. Penin, PE, President

Name and Title (Print or Type)

06/18/2024

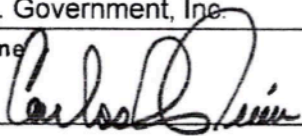
Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Acknowledged:

C.A.P. Government, Inc.
Firm Name _____
Signature  _____
Carlos A. Penin, PE, President
Name and Title (Print or Type) _____
06/18/2024
Date _____

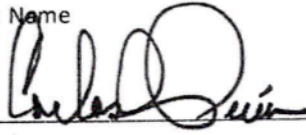
DRUG-FREE WORKPLACE

C.A.P. Government, Inc. is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Carlos A. Penin, PE

Firm Name



Signature

Carlos A. Penin, PE, President

Name and Title (Print or Type)

06/18/2024

Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared Carlos A. Penin, PE, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is President of C.A.P. Government, Inc., the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2024-041

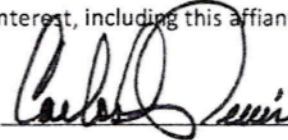
Inspection, Planning Review, and Development
Title: Review Services

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

- c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

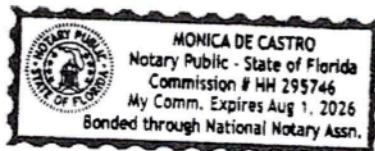
- d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



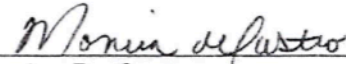
Signature

Subscribed and sworn to (or affirmed) before me this 18th day of June, 2024 by Carlos A. Penin, PE, who is personally known to me or who has produced _____ as identification.

SEAL



Notary Signature



Notary Name: Monica De Castro

Notary Public (State): Florida

My Commission No: HH 295746

Expires on: 08/01/2026

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

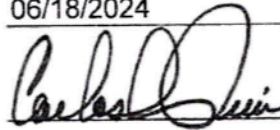
Name:

Carlos A. Penin, PE

Title: President

Date: 06/18/2024

Signature:



Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company. C.A.P. Government, Inc.

FID or EIN No. 65-0121594

Address. 1910 N. Florida Mango Rd., West Palm Beach, FL 33409

City. Coral Gables

State. FL

Zip. 33409

I, Carlos A. Penin, PE, as a representative of C.A.P. Government, Inc.

certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.


Signature

President

Title

Carlos A. Penin, PE

Printed Name

06/18/2024

Date

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PROFESSIONAL REGULATION



Department of Business
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LICENSEE DETAILS

11:01:10 AM 2/21/2023

Licensee Information

Name: **PENIN, CARLOS ANTONIO (Primary Name)**
Main Address: **343 ALMERIA AVENUE
CORAL GABLES Florida 33134**
County: **DADE**
License Mailing: **343 ALMERIA AVENUE
CORAL GABLES FL 33134**
County: **DADE**

License Information

License Type: **Professional Engineer**
Rank: **Prof Engineer**
License Number: **33216**
Status: **Current,Active**
Licensure Date: **03/25/1983**
Expires: **02/28/2025**

Special Qualifications **Qualification Effective**

Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

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PROFESSIONAL REGULATION



Florida
dbpr

Department of Business
& Professional Regulation

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[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

11:45:55 AM 12/15/2023

Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address
License Location: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN5093**
Status: **Current,Active**
Licensure Date: **09/23/2005**
Expires: **11/30/2025**

Special Qualifications

	Qualification Effective
Building	08/09/2006
Electrical Inspector	09/23/2005
Residential	05/05/2006
Mechanical	08/09/2006

Alternate Names

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[View License Complaint](#)

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[Unlicensed Activity Search](#)
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LICENSEE DETAILS

11:46:45 AM 12/15/2023

Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address
License Location: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Building Code Administrator**
Rank: **Building Code A**
License Number: **BU1478**
Status: **Current,Active**
Licensure Date: **05/02/2006**
Expires: **11/30/2025**

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)
[View License Complaint](#)

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11:44:52 AM 12/15/2023

Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address
License Location: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX2657**
Status: **Current,Active**
Licensure Date: **03/13/2006**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective
Electrical 03/13/2006

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LICENSEE DETAILS

4:53:59 PM 12/15/2023

Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Building Code Administrator**
Rank: **Building Code A**
License Number: **BU1990**
Status: **Current,Active**
Licensure Date: **02/26/2018**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Alternate Names

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LICENSEE DETAILS

4:54:46 PM 12/15/2023

Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX3626**
Status: **Current,Active**
Licensure Date: **07/30/2015**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Building **07/30/2015**

Alternate Names

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LICENSEE DETAILS

4:52:52 PM 12/15/2023

Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN6644**
Status: **Current,Active**
Licensure Date: **03/27/2015**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Building **03/27/2015**

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LICENSEE DETAILS

1:52:02 PM 12/20/2023

Licensee Information

Name: **STEPHEN, ZEALUS BUTTLER (Primary Name)**
Main Address: **4301 SOUTH FLAMINGO RD SUITE 106 UNIT 172
DAVIE Florida 33330**
County: **BROWARD**

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN8335**
Status: **Current,Active**
Licensure Date: **10/11/2021**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Building **10/11/2021**

Alternate Names

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LICENSEE DETAILS

1:46:23 PM 12/20/2023

Licensee Information

Name: **REY, XAIRO (Primary Name)**
Main Address: **5722 DEWBERRY WAY
WEST PALM BEACH Florida 33415**
County: **PALM BEACH**

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX4112**
Status: **Current,Active**
Licensure Date: **07/09/2018**
Expires: **11/30/2025**

Special Qualifications
Qualification Effective
Building **07/09/2018**

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LICENSEE DETAILS

1:45:07 PM 12/20/2023

Licensee Information

Name: **REY, XAIRO (Primary Name)**
Main Address: **5722 DEWBERRY WAY
WEST PALM BEACH Florida 33415**
County: **PALM BEACH**

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN7926**
Status: **Current,Active**
Licensure Date: **01/16/2020**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Building **01/16/2020**

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LICENSEE DETAILS

5:23:09 PM 12/15/2023

Licensee Information

Name: **ESPINOSA, MANUEL E (Primary Name)**
Main Address: **169 WEST TRAIL DRIVE
WEST PALM BEACH Florida 33415**
County: **PALM BEACH**

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX4694**
Status: **Current,Active**
Licensure Date: **12/08/2021**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Electrical **10/06/2023**
Mechanical **12/08/2021**

Alternate Names

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LICENSEE DETAILS

5:21:47 PM 12/15/2023

Licensee Information

Name: **ESPINOSA, MANUEL E (Primary Name)**
Main Address: **169 WEST TRAIL DRIVE
WEST PALM BEACH Florida 33415**
County: **PALM BEACH**

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN8214**
Status: **Current,Active**
Licensure Date: **04/16/2021**
Expires: **11/30/2025**

Special Qualifications

Electrical Inspector 12/27/2022
Mechanical 04/16/2021

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LICENSEE DETAILS

4:28:55 PM 12/15/2023

Licensee Information

Name: **HENNESSEY, JOSEPH THOMAS (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX4547**
Status: **Current,Active**
Licensure Date: **12/14/2020**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Mechanical **10/05/2021**
Plumbing **12/14/2020**

Alternate Names

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LICENSEE DETAILS

4:15:48 PM 12/15/2023

Licensee Information

Name: **HENNESSEY, JOSEPH THOMAS (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN7885**
Status: **Current,Active**
Licensure Date: **11/20/2019**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Residential **10/25/2023**
Mechanical **11/20/2019**
Plumbing **02/10/2020**

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LICENSEE DETAILS

10:17:48 AM 10/26/2023

Licensee Information

Name: **GOMES, LECIO DO (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address

License Information

License Type: **Provisional Electrical Plans Examiner**
Rank: **Prov. Elec Plan**
License Number: **PEP634**
Status: **Current,Active**
Licensure Date: **06/12/2023**
Expires: **06/11/2025**

Special Qualifications

Qualification Effective

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LICENSEE DETAILS

10:15:26 AM 10/26/2023

Licensee Information

Name: **GOMES, LECIO DO (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN8845**
Status: **Current,Active**
Licensure Date: **07/06/2023**
Expires: **11/30/2025**

Special Qualifications

Electrical Inspector 07/06/2023

Alternate Names

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LICENSEE DETAILS

11:33:53 AM 12/19/2023

Licensee Information

Name: **CEDENO, WILLIAM (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN7817**
Status: **Current,Active**
Licensure Date: **09/06/2019**
Expires: **11/30/2025**

Special Qualifications

Electrical Inspector **09/06/2019**
Mechanical **03/10/2023**
Plumbing **08/07/2023**

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LICENSEE DETAILS

11:37:23 AM 12/19/2023

Licensee Information

Name: **CEDENO, WILLIAM (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX4335**
Status: **Current,Active**
Licensure Date: **09/06/2019**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Electrical **09/06/2019**
Mechanical **03/10/2023**
Plumbing **09/12/2023**

Alternate Names

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LICENSEE DETAILS

11:41:54 AM 1/17/2024

Licensee Information

Name: **THARPE, PAUL ANTHONY (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN8059**
Status: **Current,Active**
Licensure Date: **08/31/2020**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Plumbing **08/31/2020**

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LICENSEE DETAILS

11:43:10 AM 1/17/2024

Licensee Information

Name: **THARPE, PAUL ANTHONY (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX4666**
Status: **Current,Active**
Licensure Date: **10/04/2021**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Plumbing **10/04/2021**

Alternate Names

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LICENSEE DETAILS

10:36:10 AM 12/15/2023

Licensee Information

Name: **DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN7353**
Status: **Current,Active**
Licensure Date: **03/05/2018**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Plumbing **03/05/2018**

Alternate Names

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LICENSEE DETAILS

10:37:29 AM 12/15/2023

Licensee Information

Name: **DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX4133**
Status: **Current,Active**
Licensure Date: **08/07/2018**
Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Plumbing **08/07/2018**

Alternate Names

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Division of State Fire Marshal

BUREAU OF FIRE STANDARDS AND TRAINING

Hereby Awards this

245604

FIRE SAFETY INSPECTOR I

Certificate of Compliance

to

RYAN J MURPHY

Expires the 30th Day of September, 2025



By virtue of having met the requirements of Florida
Statutes of the Rules and Regulation of the
Division of State Fire Marshal.

Jimmy Patton
State Fire Marshal

m.s.s.l.
Bureau Chief

Julius Halas
Director

DUPLICATE COPY

**SECTION 11
SOLICITATION SUMMARY**

The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

PURCHASING DIVISION

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB No. 2024-041

Title: Inspection, plan review and Development Review Services

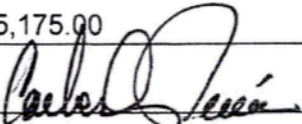
Due Date and Time: June 27, 2024, @ 2:00PM EST

Name of Bidder: C.A.P. Government. Inc.

Address: 1910 N. Florida Mango Rd., West Palm Beach, FL 33409

Contact Person: Carlos A. Penin, PE

Bid Amount: \$ 35,175.00

Authorized Signature: 

Date: 06/27/2024

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH WWW.PERISCOPE52G.COM.



Item Summary

Meeting Date: June 1, 2026
From:
Subject: Property Tax. - Andrea McCue, City Manager.

Background

Analysis

Financial Information

Legal

Staff Recommendation

Attachments:

None