



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING AGENDA

TUESDAY, June 21, 2016 @ 7:00 P.M.

ADDENDUM #1: Item #31 Consent Agenda: Verification of legal non conforming use status Veterinary Centers of America Property – 14471 Southern Boulevard - Cristina Anzures

ADDENDUM #2 #10.a.2. Council Report: Request Waiver of Confidentiality between Town of Loxahatchee Groves and Big Dog Rescue, Inc.

ADDENDUM #3 # 9e. Discussion and Direction Relative to State Highway Lighting Maintenance and Compensation Agreement – Florida Department of Transportation – State Road 80.

Mayor David Browning (Seat 4)

Vice Mayor Tom Goltzené (Seat 5)

Councilman Ron Jarriel (Seat 1)

Councilman Ryan Liang (Seat 3)

Councilman Todd McLendon (Seat 2)



Town of Loxahatchee Groves

155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 • www.loxahatcheegrovesfl.gov

To: Bill Underwood
Town Manager

From: Jim Fleischmann
Town Planning Consultant

Re: 14471 Southern Boulevard (Anzures Vet Clinic)
Zoning Confirmation Response

Date: June 16, 2016

M E M O

This Response is based solely on, and in reliance of, the information provided by the Requestor, and any independent review specifically discussed herein. Should any of the information be determined to be incomplete, or inaccurate and such affects the confirmation in this Response, this Response may be revoked by the Town.

A. Summary of Inquiry

Cristina Anzures (Requestor) has requested zoning confirmation on a 1.49 acre parcel of land located at 14471 Southern Boulevard (Subject Property). Requestor is a potential purchaser of the property which is currently owned by Donald W. Denoff, Veterinary Centers of America. Requestor has described the potential use, to be named Anzer Veterinary Services, as a continuation of the previous veterinary practice, including boarding and hospitalization services.

Requestor has asked that the veterinary use be determined legal and conforming (i.e. legal non-conforming use) to the Loxahatchee Groves Unified Land Development Code (ULDC), per ULDC Section 75-010 *Uses and structures existing as of October 1, 2006*.

The property, according to Palm Beach County, Property Appraiser data, currently contains a 3,625 sq. ft. structure built in 1989. The property is currently assigned an RR-5 (Rural Residential 5) Future Land Use designation and an AR (Agricultural Residential) zoning designation by the Town. The property is currently assigned a 1900 (Professional Offices) Use Code. Neither a Homestead Exemption nor an Agricultural Use Assessment Reduction has been assigned to the property.

B. Staff Analysis

Based upon Requestor's description, it is determined that the proposed use is classified as "Veterinarian Services". Per Section 20-015 "*Permitted uses*" of the ULDC, Veterinarian Services is a permitted accessory use in the AR zoning district. However, as there is no other use on the property, the Veterinarian Services use, in this instance, is classified as a principal use. The use is not listed as a permitted principal use in the AR zoning district. As Veterinarian Services is not a permitted principal use on Subject Property, Requestor has asked for legal and conforming status under ULDC Section 75-010.

Per ULDC Section 75-010. “. . . all uses, structures and plots that were legal and conforming to the Palm Beach County Unified Land Development Code as of October 1, 2006, shall be deemed legal and conforming to these regulations, as may be amended from time to time. The existence of uses and structures, as well as their legality and their conformity to the Palm Beach County Unified Land Development Code as of October 1, 2006, shall be subject to verification by the Town Council, and the burden of proof shall be borne by the property owner.”

Requestor has submitted the following documentation to justify the request:

1. A site plan for the 3,613 sq. ft. Wellington Animal Hospital located on 1.51 acres at the northeast corner of Southern Boulevard and “D” Road, prepared by Winningham and Bundy Architects P.A. dated July 19, 1989. The site plan contains the following signed and sealed statement: “To the best of my knowledge, these plans and specifications comply with the minimum applicable local codes.”

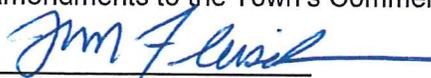
2. The following Palm Beach County Business Tax Receipts:

- BTR No. 200609065 (2006 to 2016): Wellington Animal Hospital, NAICS Code – 54-0011 (Veterinarian) commencing November 2005
- BTR No. 200706752 (2007 to 2016): Wellington Animal Hospital, NAICS Code – 81-2912 (Pet Grooming) commencing October 2006
- BTR No. 200706757 (2007 to 2016): Wellington Animal Hospital, NAICS Code – 81-2910 (Animal Boarding) Commencing October 2006
- BTR No. 20090211 (2009 to 2016): Wellington Animal Hospital, NAICS Code – 54-0075 (Veterinary Establishment) commencing August 2008

C. Staff Conclusion and Recommendation

The existing zoning of the property is AR which permits a Veterinarian Services business as an accessory, but not a principal use. As a result, the proposed Veterinarian Services principal use is not permitted in the AR District. However, Requestor has provided adequate justification to be determined a legal non-conforming use pursuant to ULDC Section 75-010, including a signed and sealed statement by a registered Architect that the site plan complied with local codes in 1989 and Business Tax Receipts confirming the veterinarian operation since 2005.

It is therefore recommended that the Town Council verify the legal non-conforming use status of Subject Property. However, future expansion of the use or existing capacity of the business, as regulated by Palm Beach County Animal Control, or expansion of the existing structure shall require Future Land Use Map and Zoning Map amendments to the Town’s Commercial Low (CL) zoning district.



Jim Fleischmann
Town Planning Consultant



RECEIVED
JUN 08 2016

BY: BK
TOWN OF LOXAHATCHEE GROVES ZONING CONFIRMATION REQUEST FORM

There is an application fee of \$200.00 that may be payable by cash or check. If paying by check it may be made out to the Town of Loxahatchee Groves.

Applicant Information

Name: CRISTINA ANZURES Address: 1856 WILSHIRE VILLAGE DR
Phone Number: (561) 371 7065 WELLINGTON, FL, 33414
FAX Number: _____
E-Mail Address: crisanzures@hotmail.com

Property Information

Property Control Number: 41414317019080110
Owner: DONALD DENOFF / OWNERS TO BE: CRISTINA ANZURES
MANUEL LOPEZ ZERTUCHE
Property Address: 14471 SOUTHERN BLVD, LOXAHATCHEE, FL, 33470
General Location: _____
Parcel Size (acres): _____; Frontage (feet); _____ Depth (feet): _____
Property Accessed From: _____

Attach Property Survey (if available)

Request (Please Be Specific)

IT IS MY INTENTION TO BUY THIS PROPERTY WITH THE SOLE
PURPOSE TO CONTINUE UTILIZING SUCH PROPERTY AS
A VETERINARY PRACTICE WITH HOSPITALIZATION AND
BOARDING SERVICES.

I AM REQUESTING LEGAL EXEMPTION FROM THE NEED TO
CHANGE THE ZONING OF THIS PROPERTY FROM A/R TO
COMMERCIAL DUE TO THE FACT THAT IT HAS BEEN USED
AS A VETERINARY PRACTICE FOR THE LAST 27 YEARS AND
I INTEND TO CONTINUE USING IT FOR THE SAME PURPOSE
AND AT NO TIME INTEND TO CHANGE THE NATURE OF
THE BUSINESS.

Staff Use

Date Received: _____; Staff Assigned: _____
Date of Staff Response (attach): _____





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Staff Use

Date Received: _____; Staff Assigned: _____
Date of Staff Response (attach): _____





TOWN OF LOXAHATCHEE GROVES PERMIT CHECKLIST

DATE: 6/8/16

APPROVED

REJECTED

PAYMENT RECEIPT NUMBER 397422

PAYMENT AMOUNT \$ 500.00

PERMIT DESCRIPTION ZONING CONFIRMATION

PERMIT VALUE \$ _____

TRADE

WORK DESCRIPTION

COMPLETED BUILDING PERMIT APPLICATION - Three (3) Printed Copies

- Electronic Copy / PDF
- Owner Builder
- Owner Builder Notary
- Signed Agent Affidavit / Authorization Letter
- PAPA Data
- Boundary Survey
- Electronic Copy / PDF
- Printed Copy

COMPLETED BUSINESS TAX RECEIPT

SITE PLAN - Three (3) Printed Copies

PROOF OF OWNERSHIP / OWNERSHIP APPROVAL

RELATED PERMITS (if applicable)

PARCEL INFORMATION & AERIAL PHOTO

SUPPORTING DOCUMENTS (i.e. list of trees, relocation table, species list, etc.)

SIGNED AFFIDAVIT

LETTER / NOTIFICATION

NOTARY

OTHER _____

PICKUP PHONE NUMBER: 561-371-7065

COMMENTS: _____



Town of Loxahatchee Grove

Planning & Zoning Board

June 8th, 2016.

I am writing this letter to state my intention to purchase the property located at 14471 Southern Blvd, Loxahatchee, Fl, 33470 with the sole purpose to continue utilizing such property as a Veterinary Practice with hospitalization and boarding services.

I am requesting a legal exemption from the need to change the zoning of this property from A/R to commercial due to the fact that it has been used as a veterinary practice for the last 27 years and I intend to continue using it for the same purpose and at no time intend to change the nature of the business.

Thank you in advance for all your time and consideration regarding this matter.

Sincerely,



Dr. Cristina Anzures and Dr. Manuel Lopez Zertuche

1856 Wiltshire Village Drive, Wellington, Fl, 33414

(561) 371-7065





Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Homestead Exemption **E-file** ▶



Location Address 14471 SOUTHERN BLVD
 Municipality LOXAHATCHEE GROVES
 Parcel Control Number 41-41-43-17-01-908-0110
 Subdivision LOXAHATCHEE GROVES IN
 Official Records Book 06196 Page 1013
 Sale Date AUG-1989
Legal Description LOXAHATCHEE GROVES N 378 FT OF S 589 FT OF W 185.45 FT OF TR 8
 (LESS SR 80 R/W) BLK K

Owners

DENOFF DONALD W
 VETERINARY CTRS OF AMERICA

Mailing address

12401 W OLYMPIC BLVD
 LOS ANGELES CA 90064 1022

Sales Date	Price	OR Book/Page	Sale Type	Owner
AUG-1989	\$165,000	06196 / 1013	WARRANTY DEED	DENOFF DONALD W
FEB-1987	\$31,100	05178 / 1855	WARRANTY DEED	
JUN-1984	\$100	04270 / 0086	DEED OF TRUST	

No Exemption Information Available.

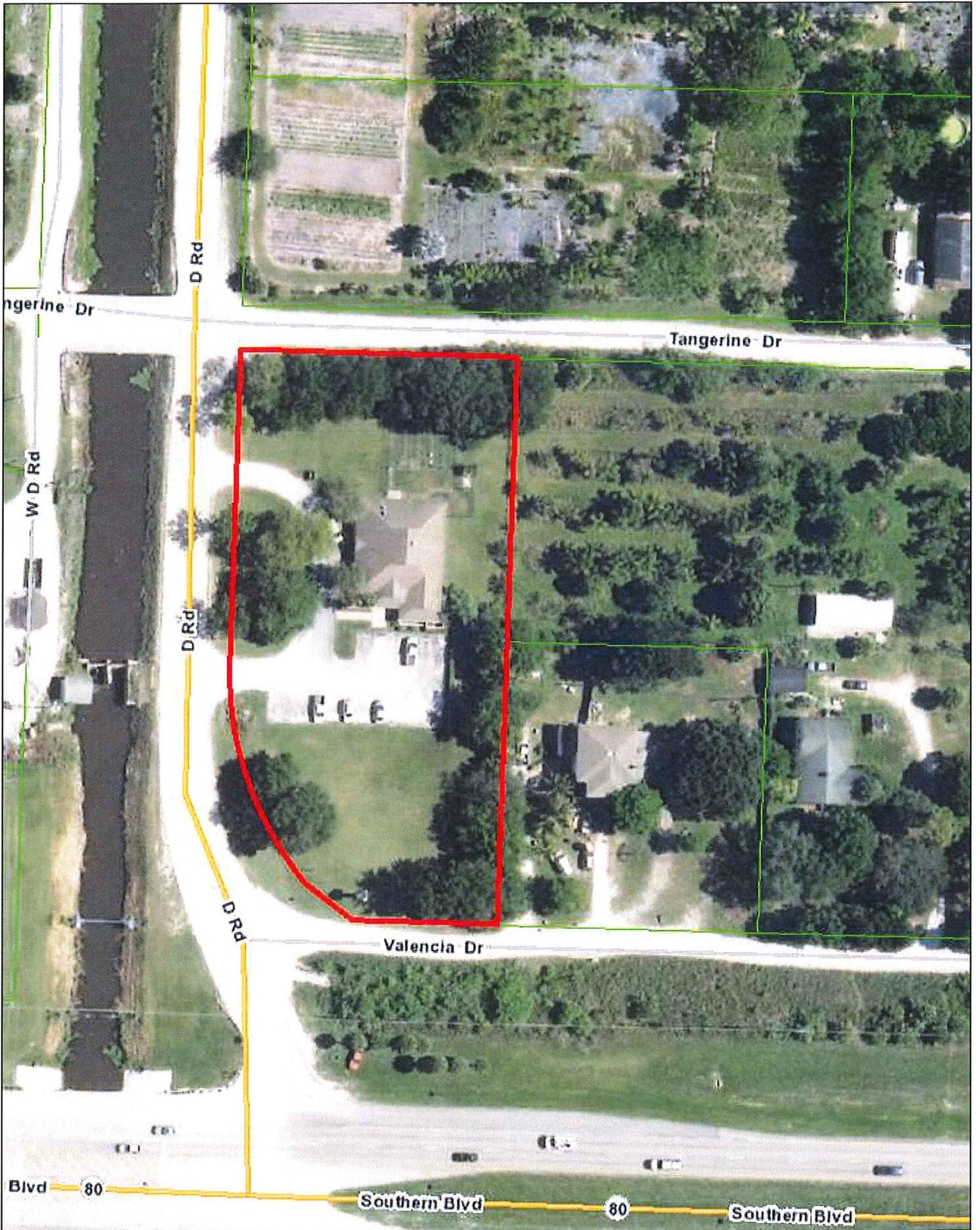
Number of Units 0 *Total Square Feet 3625 Acres 1.49
 Use Code 1900 - PROF OFFICES Zoning AR - Agricultural Residential (41-LOXAHATCHEE GROVES)

Tax Year	2015	2014	2013
Improvement Value	\$305,468	\$282,349	\$276,526
Land Value	\$257,669	\$257,669	\$257,669
Total Market Value	\$563,137	\$540,018	\$534,195

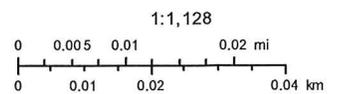
All values are as of January 1st each year

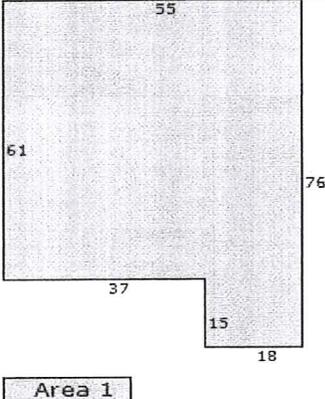
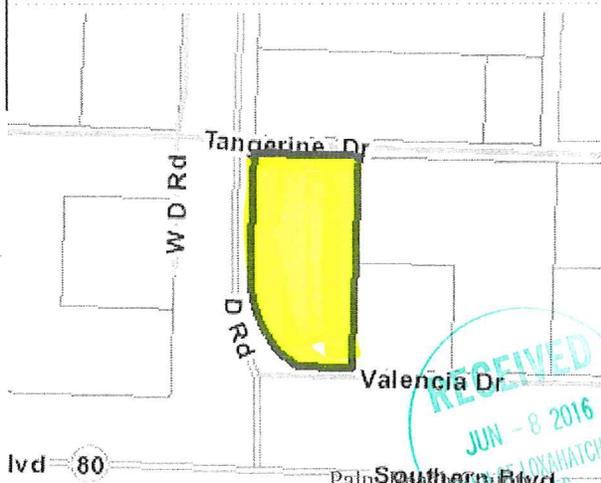
Tax Year	2015	2014	2013
Assessed Value	\$563,137	\$540,018	\$534,195
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$563,137	\$540,018	\$534,195

Tax Year	2015	2014	2013
Ad Valorem	\$11,300	\$10,801	\$10,718
Non Ad Valorem	\$941	\$996	\$999
Total tax	\$12,241	\$11,797	\$11,717



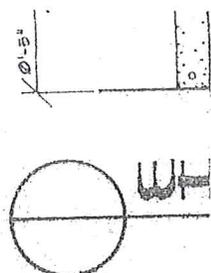
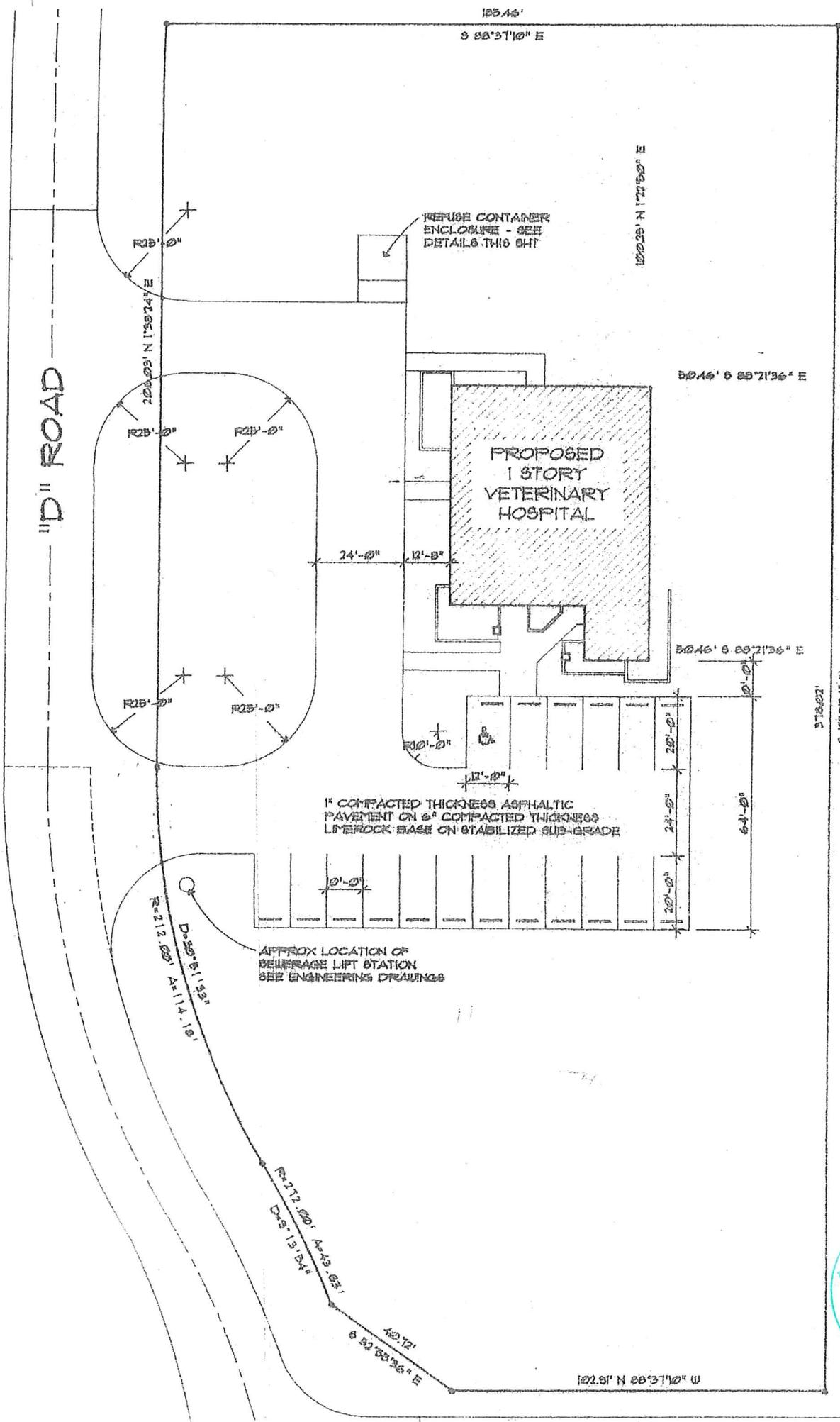
41414317019080110



Property Detail	
Parcel Control Number: 41414317019080110	Location Address: 14471 SOUTHERN BLVD
Owners: DENOFF DONALD W , VETERINARY CTRS OF AMERICA	
Mailing Address: 12401 W OLYMPIC BLVD, LOS ANGELES CA 90064 1022	
Last Sale: AUG-1989	Book/Page#: 06196 / 1013 Price: \$165,000
Legal Description: LOXAHATCHEE GROVES N 378 FT OF S 589 FT OF W 185.45 FT OF TR 8 (LESS SR 80 R/W) BLK K	
2015 Values (Current)	2015 Taxes
Improvement Value \$305,468	Ad Valorem \$11,300
Land Value \$257,669	Non Ad Valorem \$941
Total Market Value \$563,137	Total Tax \$12,241
Assessed Value \$563,137	2015 Qualified Exemptions
Exemption Amount \$0	No Details Found
Taxable Value \$563,137	Applicants
All values are as of January 1st each year	No Details Found
Building Footprint (Building 1)	Subarea and Square Footage (Building 1)
	Description: MEDICAL OFFICE Area Sq. Footage: 1 3625 Total Square Footage: 3625
	Extra Features
	Description Unit
	PAVING- ASPHALT 10992
	WALKWAY-CONCRETE 255
	WALL 539
	FENCE- CHAIN LINK 6FT #11 264
	GAUG
	Unit may represent the perimeter, square footage, linear footage, total number or other measurement.
Structural Details (Building 1)	Acres 1.49
No Description	MAP
1. YEAR BUILT 1989	
2. MEDICAL OFFICE 3625	

Owner: DENOFF DONALD W , VETERINARY CTRS OF AMERICA PCN: 41414317019080110 1 of 1





PROJECT

GROSS LAND AREA
 BUILDING GROUND
 VEHICULAR USE ARE
 WALKS AND DUMPST
 GREEN AND GROUND

PARKING REQUIRED
 3 SQUARE FEET P
 OF BUILDING 56
 OR
 3 CARS PER 1000
 (363 X 5/1000) =

PARKING PROVIDE
 VEHICULAR USE /
 NUMBER OF SPAC



Section 20-015. - Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

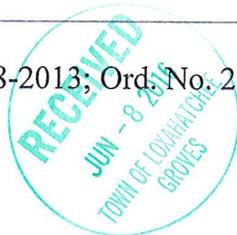
Principal Uses	Agricultural Residential (AR)
Single Family Dwelling	Permitted
Mobile Home	Permitted w/Special Exception Category B
Public Schools	Permitted
Congregate Living Facility, Type I	Permitted
Non-Profit Community Recreational Facilities	Permitted w/Special Exception Category A
Essential Services	Permitted
Commercial Equestrian Operations	Permitted
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category A
Aviculture	Permitted subject to Article 80
Commercial Kennels	Not Permitted
Chipping and Mulching	Permitted subject to Article 80
Feed Lots	Not Permitted
Commercial Animal Manure Management	Not Permitted
Commercial Chipping and Mulching	Permitted subject to Article 80
Rescued Animal Care	Permitted w/Special Exception Category A
Outdoor Events	Permitted subject to Article 80 and to a Special Exception Category A
Agriculture	Permitted



Bona Fide Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A
Rodeo Events	Permitted w/Special Exception Category A

Accessory Uses	Agricultural Residential (AR)
Accessory Dwelling	Permitted
Groom's Quarter	Permitted
Caretaker's Quarter	Permitted
Home Offices	Permitted subject to Article 80
Residential Enterprise	Permitted subject to Article 80
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category B
U-Pick Farms	Permitted w/Special Exception Category B
Private Kennels	Permitted
Private Stables	Permitted
Yard Sales	Permitted subject to Article 80
Veterinarian Services	Permitted
Dog Boarding	Permitted
Temporary Events	Permitted w/Special Exception Category C

(Ord. No. 2011-008, § 2, 3-1-2011; Ord. No. 2013-03, § 2(Att. A), 6-18-2013; Ord. No. 2013-06, § 2(Att. A), 12-3-2013)



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and _____, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and **FDOT** agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both **FDOT** and the **MAINTAINING AGENCY**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ _____ for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's**

fiscal year). Payments will be made in accordance with Exhibit B.

- b. For each future fiscal year, **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Payment shall be made in one annual lump sum as provided in paragraph 4.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** yearly in an acceptable format. Invoices may be submitted between May 1 to June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time shall **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.

- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

FDOT:

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed on the discriminatory vendor list 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

h. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

i. **MAINTAINING AGENCY:**

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) _____

(Typed Name: _____)

(Typed Title: _____)

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Typed Name: _____)

(Typed Title: _____)

DATE: _____

FDOT Legal Review

BY: (Signature) _____
Counsel

(Typed Name: _____)

DATE: _____

Exhibit A

Systems listed below are excluded from this Agreement:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

EXHIBIT B

STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **Maintaining Agency** for the services described in this Agreement and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, the Department will pay the **Maintaining Agency** the Total Lump Sum as indicated in Section 2 of the Agreement. The **Maintaining Agency** will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by taking all of the actual number of qualifying lights times 90% times the FY Unit Rate.

Example: $330 \text{ lights} \times 0.90 \times \$201.58 = \$59,869.26$

FY	12-13	\$201.58
	13-14	\$244.00
	14-15	\$251.32
	15-16	\$258.86

Beginning FY 14-15, the Unit Rate for each fiscal year will be 3% more than the Unit Rate from the previous fiscal year, unless otherwise specified in an amendment to this Agreement or changed through an update of this exhibit.