

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$5,356</u>	<u>\$5,356</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$5,356</u></u>	<u><u>\$5,356</u></u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: 50% Fund 1003 Dept 145 Unit 1455 Object 4410 - C441
GY16

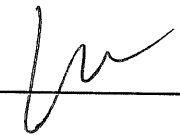
Budget Account No: 50% Fund 1009 Dept 145 Unit 1462 Object 4410 - LH11
GY16

Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

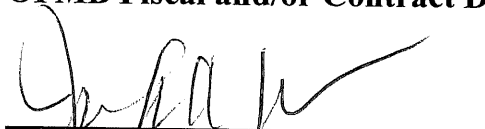
Fixed Asset Number _____

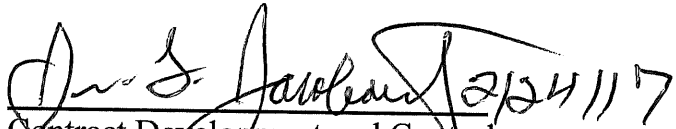
C. Departmental Fiscal Review: _____

2-17-17


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB *et 2/16* *2/16*


 Contract Development and Control *2/24/17*
2/24/17

B. Legal Sufficiency:


 Assistant County Attorney *2/27/17*

C. Other Department Review:

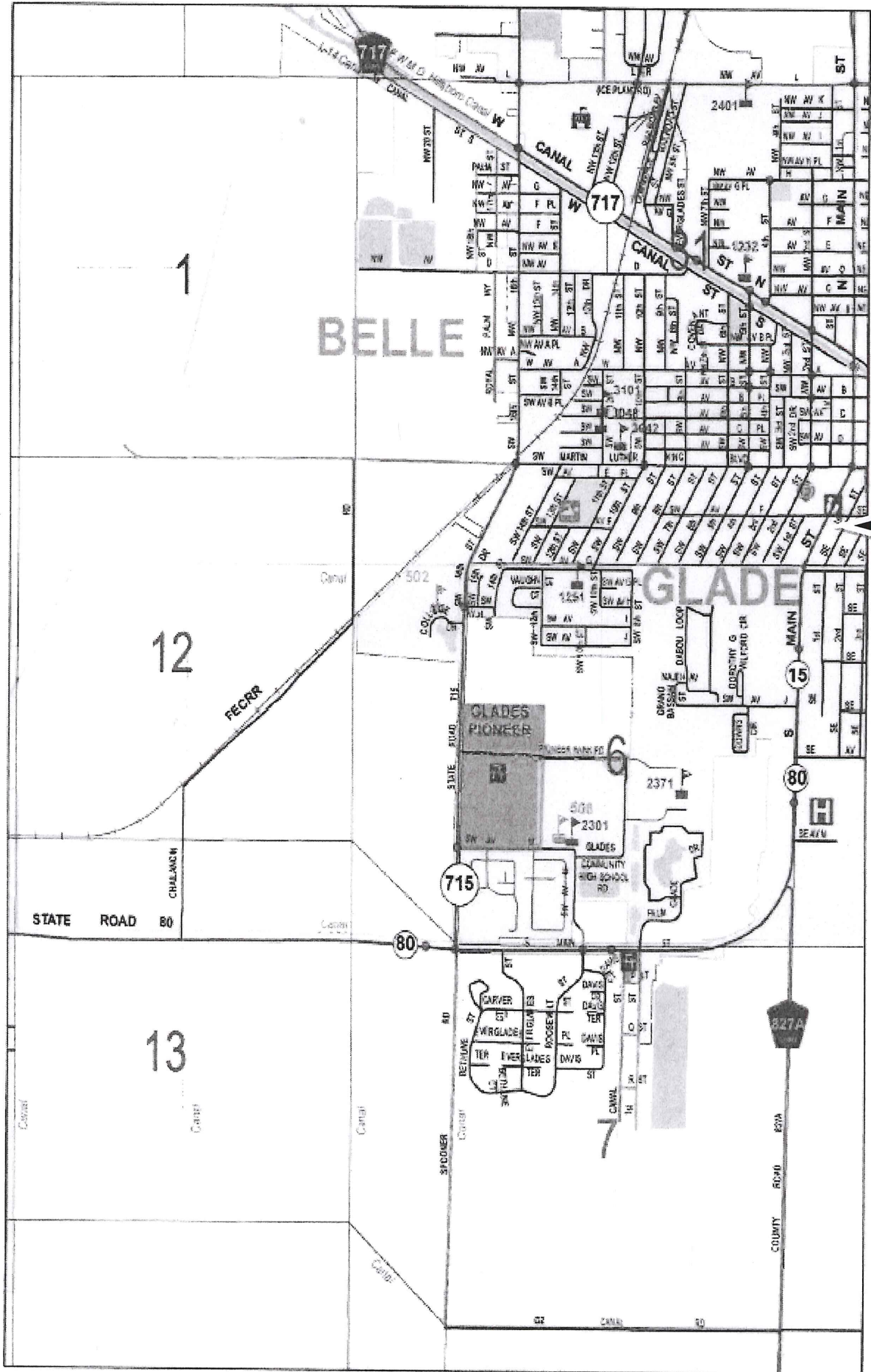
 Department Director

This summary is not to be used as a basis for payment.

TWP 44

TWP 44

TWP 44



RNG 36

See pg 164

RNG 37

Page 157



LOCATION MAP

Attachment #1

Attachment #2

Second Amendment to the Lease Agreement (2)(3 pages each)

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made and entered into _____ by and between **WALLACE K. LUTZ, SR., AND THERESA C. LUTZ, AS TRUSTEES OF THE WALLACE K. LUTZ, SR. REVOCABLE LIVING TRUST DATED OCTOBER 8, 1991, AND ANY AMENDMENTS THERETO**, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Palm Beach County Community Services Department, Community Action Program, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landlord and County entered into that certain Lease Agreement dated March 12, 2013 (R2013-0325), as amended by that certain First Amendment to Lease Agreement dated February 9, 2016 (R2016-0182) (collectively, the "Lease"), for the use of the Premises as defined in the Lease; and

WHEREAS, County has provided Landlord with written notice that County wishes to exercise the second of five available one-year renewal options; and

WHEREAS, County wishes to amend the Lease to incorporate certain language required by County.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.
2. The parties agree that the Term of the Lease shall be renewed for one year commencing on April 1, 2017, extending the Term through March 31, 2018. In accordance with Section 1.04, Annual Rent shall be adjusted to Ten Thousand Seven Hundred Eleven Dollars and Five Cents (\$10,711.05) payable in equal monthly installments of Eight Hundred Ninety-Two Dollars and Fifty-Nine Cents (\$892.59) per month payable on the first day of each month in advance.
3. Section 15.20 Office of the Inspector General, of the Lease is deleted in its entirety and replaced with the following:

Section 15.20 Palm Beach County Office of the Inspector General Audit Requirements.

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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

4. Except as set forth herein, the Lease remains unmodified and in full force and effect.
5. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the day and year second written above.

WITNESS:

Innie Norwood
Witness Signature

Innie Norwood
Print Witness Name

Robert Hendrix
Witness Signature

Robert Hendrix
Print Witness Name

LANDLORD:

By: W.K. Lutz
WALLACE K. LUTZ, SR., as
Trustee of the Wallace K. Lutz,
Sr. Revocable Living Trust dated
October 8, 1991, and any
amendments thereto

WITNESS:

Innie Norwood
Witness Signature

Innie Norwood
Print Witness Name

Robert W. Hendrix
Witness Signature

Robert W. Hendrix
Print Witness Name

By: Theresa C. Lutz
THERESA C. LUTZ, as Trustee
of the Wallace K. Lutz, Sr.
Revocable Living Trust dated
October 8, 1991, and any
amendments thereto

ATTEST:

SHARON R. BOCK
CLERK & COMPTRROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

Attachment #3

Budget Availability Statement (1 page)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 01/04/17 REQUESTED BY: Della M. Lowery

PHONE: (561) 233-0239
FAX: (561) 233-0210

PROJECT TITLE: Belle Glade Community Action Program Lease – Option 2 of 5

PROJECT NO.: 2017-5-001

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$5,355.53	\$5,355.53			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$5,355.53</u>	<u>\$5,355.53</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)					

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

50% FUND: 1003
50% 1009

DEPT: 145
145

UNIT: 1455
1462

OBJ: 4410 C441 GY16
SUB OBJ: 4411 GY16

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: CSBG & LIHEAP)
- Park Improvement Fund (source/type: _____)
- General Fund Operating Budget Federal/Davis Bacon
- _____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: Community Services

BAS APPROVED BY: Donal DATE: 01/06/17

ENCUMBRANCE NUMBER:

Below is rent only information justifying the figures listed on the attached BAS for Belle Glade Community Action Program Lease – Option – 2 of 5:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$5,355.53	\$5,355.53			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$5,355.53</u>	<u>\$5,355.53</u>	<u>-----</u>	<u>-----</u>	<u>-----</u>

For FY2017:

- The Agreement expires on 03/31/17.
- The current rent is \$10,605.00 annually = \$883.75 monthly.
- Per Second Amendment, the term is being extended for one year from 04/01/17 – 03/31/18.
- The rent will be increasing one percent (1%) pursuant to (R2013-0325).
- The rent for one year will be \$10,711.05 (\$892.59 per month rounded up).
- 04/01/17 – 9/30/17 = 6 months.
- $\$10,711.05 \div 12 \text{ months} \times 6 \text{ months} = \$5,355.53$

FY2017 TOTAL = \$5,355.53

For FY2018:

- 10/1/16 – 03/31/17 = 6 months.
- $\$10,711.05 \div 12 \text{ months} \times 6 \text{ months} = \$5,355.53$

FY2018 TOTAL = \$5,355.53

For FY2019:

- n/a

FY2019 TOTAL = \$-0-

For FY2020:

- n/a

FY2020 TOTAL = \$-0-

For FY2021:

- n/a

FY2021 TOTAL = \$-0-

Attachment #4

Disclosure Of Beneficial Interests (3 pages)

**LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Wallace
~~and Theresa Lutz~~, hereinafter referred to as "Affiant", who being by me first duly sworn,
under oath, deposes and states as follows:

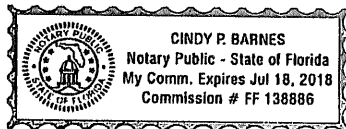
1. Affiant is the Trustee of Wallace K. Lutz, Sr. Revocable Living Trust which entity is the owner of the real property legally described on the attached Exhibit "A".
2. Affiant's address is: P. O. Box 2741, Belle Glade, FL 33430.
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

W.K. Lutz, Affiant
Print Affiant Name: W.K. Lutz

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4 day of JANUARY, 2016, by W.K. LUTZ
[] who is personally known to me or [] who has
produced _____ as identification and who did take an oath.

Cindy P. Barnes
Notary Public



CINDY P. BARNES
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

Legal Description: Lot 4, less the South 8 feet, and all of Lots 1, 2 and 3, Block 4, REPLAT OF HOLLOWAY ADDITION TO BELLE GLADE, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 18, Page 16 of the Public Records of Palm Beach County, Florida, LESS AND NOT INCLUDING, the West 17 feet thereof, measured at right angles to the West Lot lines, for the right-of-way of State Road 80 (South Main Street), as described in Warranty Deed recorded in OR Book 4070, page 1076.

Parcel Control Number: 04-37-43-41-05-004-0010

Address: 607 South Main Street, Belle Glade, FL 33430



