



## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
Budget Acct No.: Fund 3504 Dept. 361 Unit 0964 Object  
Program

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

Road Impact Fee Fund - Zone 4  
Hypoluxo Rd/Jog Rd to Military

This item has no immediate fiscal impact.

Circumstances could develop that would expose the County to a \$75,000 payment to the Developer or to reimburse the Developer for the actual construction cost of their turn lane obligation. Sufficient funds are available in the Road Program to cover this expense should it become necessary.

C. Departmental Fiscal Review: R.D. Ward 12/21/07

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim O'Neil 1-4-08  
OFMB  
1-2-08  
SN 1/2/08  
1/2/08

Jim J. Jacoby 11/7/08  
Contract Dev. and Control  
11/7/08

### B. Approved as to Form and Legal Sufficiency:

Marlene K. White 1/10/08  
Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



## PUBLIC FACILITIES AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter called "**COUNTY**", and **HYPOLUXO HOMES, LLC**, a Florida limited liability company, hereinafter called "**DEVELOPER**" whose address for the purposes hereof is 7593 Boynton Beach Boulevard, Suite 220, Boynton Beach, Florida 33437.

### WITNESSETH:

**WHEREAS, DEVELOPER** is the owner of a parcel of land located along Hypoluxo Road between Jog Road and Military Trail (a/k/a the Nicola PUD) which **DEVELOPER** intends to eventually develop as a single family home community to be known as Isola Bella Isles (hereinafter referred to as the "Community"). As part of the plans for such Community, **DEVELOPER** intends to construct a new entrance for the Community on to Hypoluxo Road; and

**WHEREAS, COUNTY** intends to widen Hypoluxo Road to six (6) lanes from Jog Road to Military Trail (the "Hypoluxo Road Project"); and

**WHEREAS, COUNTY's** Hypoluxo Road Project will result in the need for additional drainage and the **COUNTY** therefore needs a means of storing and treating additional drainage from the Hypoluxo Road Project; and

**WHEREAS, COUNTY** has requested, and **DEVELOPER** is agreeable to accepting additional drainage resulting from the Hypoluxo Road Project into its on-site pond system. The additional drainage resulting therefrom is above that required by the Nicola PUD zoning Condition E5 (Resolution No. R-2005-1047); and

**WHEREAS, DEVELOPER** is required to construct a right turn lane west approach on Hypoluxo Road at the Community project entrance (the "Community Right Turn Lane") pursuant to the Nicola PUD zoning Condition E4 (Resolution No. R-2005-1047); and

**WHEREAS, COUNTY**, in lieu of **DEVELOPER** constructing the Community Right Turn Lane, is agreeable to designing and constructing the Community Right Turn Lane in exchange for the **DEVELOPER** accepting the additional drainage.

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

#### Section 1: Recitals

The above recitations are true and correct and are incorporated herein by this reference.

#### Section 2: DEVELOPER obligations.

In order to accommodate **COUNTY's** requirements for additional drainage, **DEVELOPER** agrees as follows:

- 2.1 **COUNTY** acknowledges that **DEVELOPER** has in response to the **COUNTY's** request to accept the additional drainage, upgraded the design of the Community's on-site pond system to accept an additional 2.77 acres of drainage in excess of the quantity required by the original conditions of approval and shall modify the pertinent permits for same to accept a new grand total of 7.53 acres of roadway drainage from the Hypoluxo Road Project (the "Hypoluxo Drainage"). The **DEVELOPER** is also responsible for construction of the appropriately sized drainage pond system and drainage outfall system (control structure, pipe, etc.) from the Community's on-site pond system to the Lake Worth Drainage District (LWDD) L-19 canal as the ultimate outfall. The drainage design and permitting shall be by **DEVELOPER's** engineer and shall comply with all **COUNTY** requirements and be approved by **COUNTY** prior to construction.

- 2.2 **DEVELOPER** shall plat and/or dedicate drainage easements over the ultimate on-site drainage system and 20' drainage easements over all drainage pipes relating to the Hypoluxo Road Project giving **COUNTY** the right to access, construct, and maintain the system if necessary. **DEVELOPER** and its successors and/or assigns shall maintain the drainage pipes within the Community, in perpetuity.
- 2.3 **DEVELOPER** shall include in the design and permitting of the ultimate drainage system (involving the Hypoluxo Drainage and the Community's drainage) the appropriately sized (Inflow) drainage pipe from Hypoluxo Road's south right-of-way line (with plug) under the future relocated LWDD L-18 Canal to the Community's on-site pond system. If a Siphon System is required for the foregoing purpose, manholes to facilitate maintenance within the road right-of-way and within the **DEVELOPER**'s property shall be included in the design of the ultimate drainage system. The Siphon System is defined as the pipe under the LWDD L-18 Canal (includes the area under both the existing canal and future relocated canal) from Hypoluxo Road's south right-of-way line to and including the "step-up" manhole immediately south of the future relocated LWDD L-18 Canal. Regardless of who constructs the system as hereinafter provided, the Siphon System shall be maintained by the County and no additional charges by the **COUNTY** shall be imposed on the **DEVELOPER** for the future maintenance of this Siphon System.
- 2.4 The parties acknowledge that either **DEVELOPER** or **COUNTY** may construct all or portions of the ultimate drainage system (including pipes, structures and ponds) related only to the Hypoluxo Drainage based upon timing of commencement of construction of either the Hypoluxo Road Project by the **COUNTY** or development of the Community by the **DEVELOPER**. In the event that **DEVELOPER** cannot complete construction of a portion of the Community's ultimate drainage system adequate to handle the Hypoluxo Drainage by the Hypoluxo Road Project's Notice to Proceed date, the **DEVELOPER** shall provide **COUNTY** with a relocatable drainage easement within the Community for a temporary detention system within the approved water management/drainage tracts and associated outfall to the LWDD L-18 canal sufficient to satisfy all permitting requirements for the Hypoluxo Drainage (the "Temporary Drainage System") so as to allow the **COUNTY** to commence construction of the Hypoluxo Road Project. Notwithstanding the above timeframe, the relocatable drainage easement shall be provided no later than December 31, 2007. **COUNTY** hereby acknowledges and agrees that upon **DEVELOPER** providing the relocatable drainage easement, Condition of Approval E5 (Resolution No. R-2005-1047) shall be deemed satisfied.
- 2.5 All costs and permitting associated with the Temporary Drainage System shall be the responsibility of the **COUNTY**. **DEVELOPER** will assist the **COUNTY** with any permitting requirements. The location of the relocatable drainage easement, if required, is described on Exhibit "A", but this location is subject to change to a location mutually agreed upon by the parties if significant permitting issues and/or substantial environmental costs arise.
- 2.6 The fill material from the temporary detention system shall be stockpiled on the Community property adjacent to the temporary detention system. The **DEVELOPER** shall provide a temporary construction easement for stockpiling areas and construction activities. The location of the temporary construction easement, if required, is described in Exhibit "B". The relocatable drainage easement shall include adequate areas for access and maintenance and shall remain in force until the ultimate drainage easements are provided and the Temporary Drainage System is replaced by the ultimate drainage system in the Community by **DEVELOPER**. The Temporary Drainage System shall remain operational until the ultimate on-site pond system and Hypoluxo Road drainage conveyance to pond and outfall to canal are in operation. **DEVELOPER** shall bear all costs to remove the Temporary Drainage System and connect to the ultimate on-site pond system. **DEVELOPER** shall reimburse **COUNTY** the cost of the Siphon System. This reimbursement payment for the Siphon System will be based on the actual amount paid on the Hypoluxo Road Project, and reimbursement payment is due prior to the issuance of first building permit.
- 2.7 In order to construct the Community Right Turn Lane, the LWDD L-18 must first be relocated to the south by the **DEVELOPER** along the development's frontage as planned and approved by LWDD.