



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$125,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$125,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Acct No.: Fund\_\_ Dept\_\_ Unit\_\_ Object\_\_  
Program

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

Road Impact Fee Fund - Zone 3  
SR 7 & Forest Hill Blvd Intersection Imp,  
Developer Contributions  
Right of Way

C. Departmental Fiscal Review: R. S. Ward 4/30/08

**III. REVIEW COMMENTS**

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

A. White 5.14.08  
OFMB  
*SN 5/15/08 CN 5/14/08*

Jim J. Jacoby 5/15/08  
Contract Dev. and Control  
*5/15/08*

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

This Contract complies with our contract review requirements.

Mark R. [Signature] 5/23/08  
Assistant County Attorney

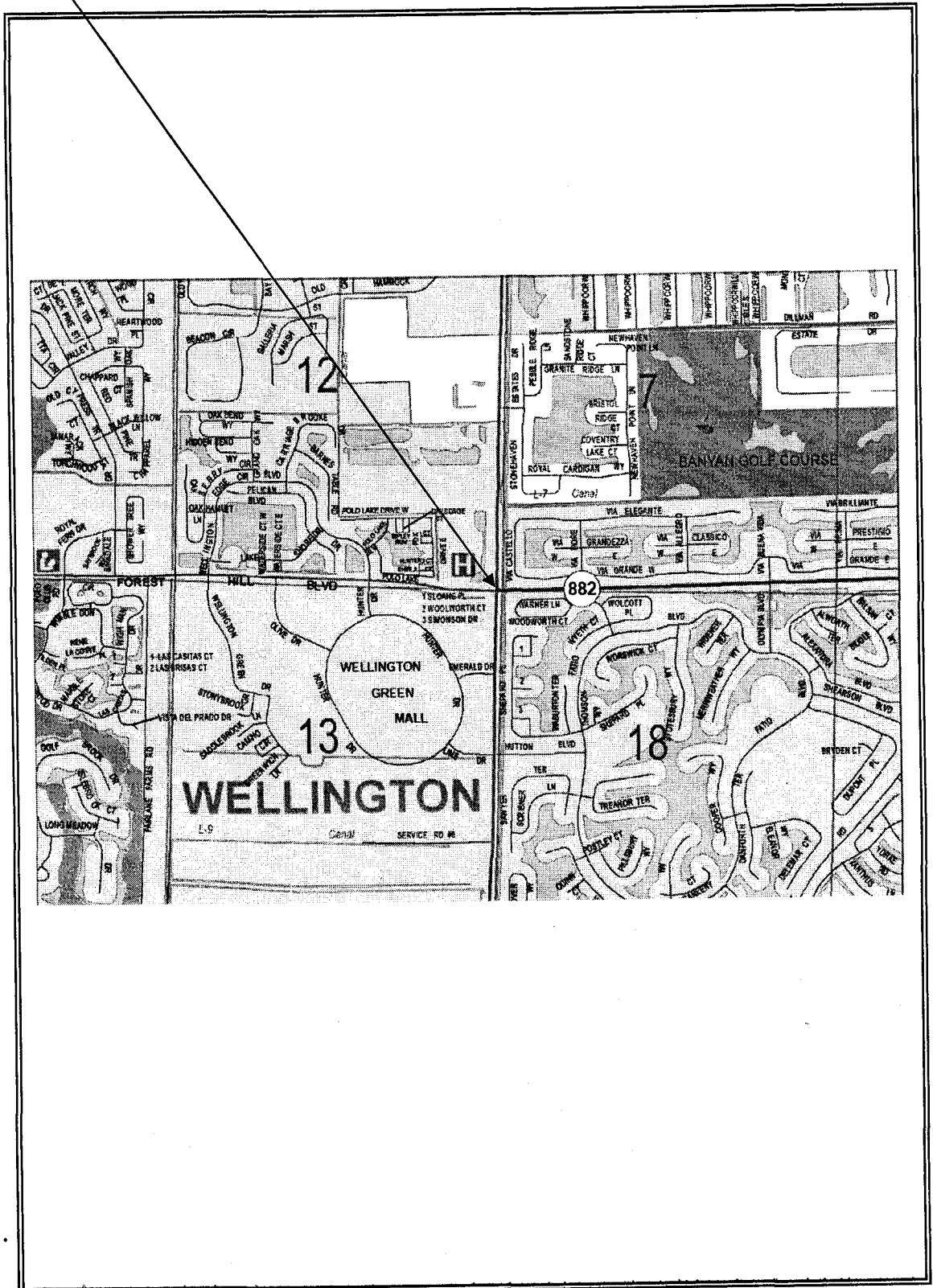
**C. Other Department Review:**

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

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

LOCATION MAP

SR 7 & FOREST HILL BOULEVARD INTERSECTION IMPROVEMENTS



**STATE ROAD 7 AND FOREST HILL BOULEVARD PUBLIC FACILITIES  
AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (the "County"), and CENTRE AT WELLINGTON GREEN, LLLP a Florida limited liability limited partnership, (the "Developer") whose address for the purposes hereof is 2515 SR 7, Suite 230, Wellington, Florida 33414. The County and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, County intends to construct improvements on the west approach of Forest Hill Boulevard at State Road 7 to provide three left turn lanes, three through lanes, and two right turn lanes (the "Project"); and

**WHEREAS**, Developer intends to construct a new driveway connection including an eastbound right turn lane and a modified median opening on Forest Hill Boulevard located at the west end of the Project (the "Improvement"); and

**WHEREAS**, County intends to obtain the additional right-of-way (the "R/W") required for the Project and Improvement from the Lake Worth Drainage District (the "LWDD"); and

**WHEREAS**, Developer acknowledges that the County's obtaining the additional R/W required for the Project and Improvement provides a benefit to the Developer; and

**WHEREAS**, County and Developer desire to jointly participate in constructing the Project and Improvement in order to make the best use of their resources and to minimize disruption to the traveling public such that County shall construct the Improvement upon such terms as set forth on this Agreement.

**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 agree as follows:

**T E R M S:**

**Section 1: Recitals**

The above recitations are true and correct and are incorporated as if fully set forth herein by this reference.

**Section 2: Purpose**

The purpose of this Agreement is to identify the Parties' respective duties and obligations regarding the construction of the Improvement by the County.

**Section 3: Developer Duties and Obligations**

The Developer agrees to the following duties and obligations:

(a) The Developer shall be responsible for payment to COUNTY for all costs incurred by the County attributable to the construction of the Improvement including, but not limited to, actual construction costs including appropriate proportional share of "lump sum" items of work, utility relocation costs, an additional eight percent (8%) of the actual construction costs for support costs including construction engineering and inspection (CE&I) and testing, and a lump sum fee for County staff costs for bidding and contract preparation set at Five Thousand Dollars (\$5,000.00). Payment shall be due within thirty (30) days written notice by the County, and prior to award of the construction contract by the County.

(b) The Developer shall be responsible for payment for all services rendered for the Improvement by those professionals engaged by the County for the Project.

(c) The Developer shall be responsible for the design plans of the Improvement and for payment of all permit fees (except the County three percent (3%) Land Development permit fee associated with construction within County R/W) or charges attributable to the Improvement.

(d) The Developer shall be responsible for obtaining all local, state and federal approvals required for the Improvement, including County approval of the design plans for the Improvement. Developer shall provide written documentation evidencing all approvals have been obtained not limited to the Village of Wellington amendment of the DRI.

(e) The Developer shall be responsible to resolve any compensating storage issues for both the Project and the Improvement as required from the regulatory permitting agencies.

(f) The Developer shall be responsible for obtaining written acceptance of the Improvement from Wellington Regional Medical Center, specifically acknowledging the proposed modification to its Forest Hill Boulevard median opening.

(g) The Developer shall provide a one time payment of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) to the County as compensation for the benefit received by the Developer resulting from the County's obtaining the R/W required for the Improvement from the LWDD (the "One Time Payment"). Payment shall be due upon the latter of thirty (30) days after execution of this Agreement, or within thirty (30) days after the County notifies the Developer in writing that the County