Agenda Item # 3K-3

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	December 6, 2011	Consent [X] Public Hearing [ ]	Regular [ ]	
Submitted By:	Water Utilities Department			
Submitted For:	Water Utilities Department			

# I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a First Amendment to Potable Water and Wastewater Development Agreement (Amendment) with Community Land Trust of Palm Beach County, Inc. (Community Land Trust).

**Summary:** Community Land Trust owns property located adjacent to Davis Road, south of Melaleuca Lane. In order to provide potable water and wastewater concurrency reservations for new developments, the Water Utilities Department (Department) requires property owners to enter into a formal development agreement with the Department. Community Land Trust entered into a Standard Development Agreement (Agreement) on August 22, 2011. Subsequent to entering into the Agreement, Community Land Trust requested the option of remitting all associated fees in advance prior to request for service initiation, in order to satisfy certain loan timing requirements. The Amendment provides this option. Under the terms of the Amendment, remittal of payment prior to service initiation does not exempt Community Land Trust from any subsequent fee changes, and Community Land Trust is still responsible for remitting the full amount of associated fees existing as of the time of service initiation. <u>District 2</u> (MJ)

**Background and Justification:** This Amendment to the Agreement is to facilitate payments for the proposed project which is tied to loan funds earmarked for affordable housing facilities and should be used in a timely fashion. No other changes are being made to the Agreement.

# Attachments:

- 1. Location Map
- 2. Two (2) Original First Amendments to Development Agreements DA No. 02-01128-000

Recommended By:	Bungtown	11/10/11
	Department Director	Date
Approved By:	Assistant County Administrator	11 28 /11 Date

# **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016			
Capital Expenditures External Revenues	<u>0</u>		0 0 0 0		0000			
Program Income (County) In-Kind Match County	<u>0</u> 0	0	<u>0</u>	0	00			
NET FISCAL IMPACT		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
Budget Account No.: Fu	ndDep	ot U	nit	Object				
Is Item Included in Current Budget? Yes No								

Reporting Category N/A

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

The Agreement only affects the timing of fee payments associated with the development of the property. The Agreement does not change the total fees due.

Delya movest Department Fiscal Review: C.

III. REVIEW COMMENTS

OFMB Fiscal and/or Contract Development and Control Comments: Α.

MAP have been poud in full in 2011 and service initiation tees will still be collected at the time of connection. Development agreement was brought to fly ppied on October 18th, 2011 as of receive pand tile.

ontrol

This amendment complies with

our review requirements.

Contract Development and C MB Β. Legal Sufficiency: 11/ 28/11 Assistant County Attorney

Other Department Review C.

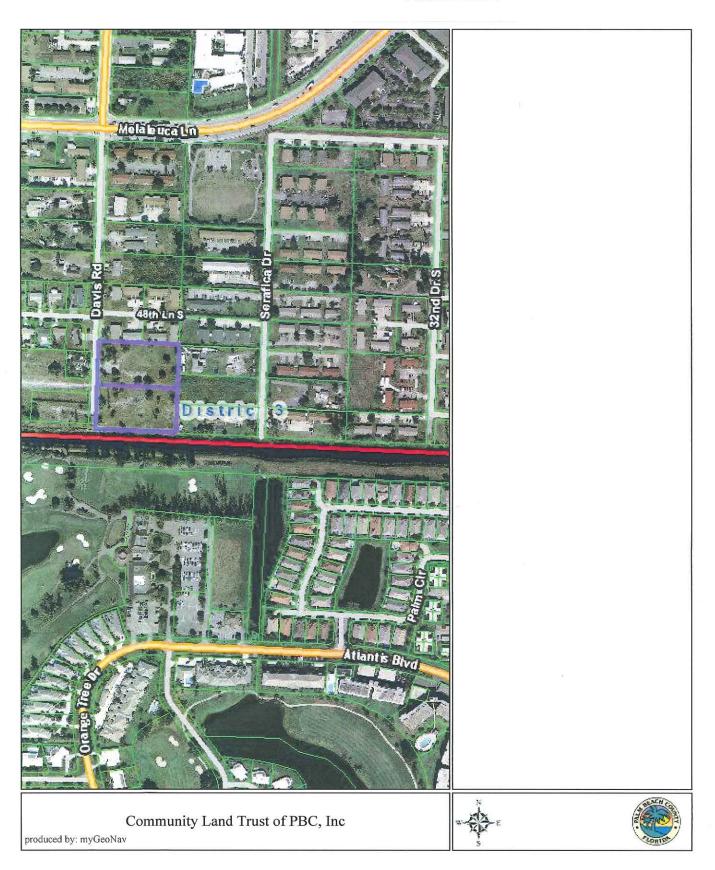
**Department Director** 

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

# Print Page

# Attachment 1

Page 1 of 1



## FIRST AMENDMENT TO STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT

## THIS FIRST AMENDMENT TO STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2011, by and between Palm Beach County,

a political subdivision of the State of Florida, hereinafter referred to as "County" and COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC, a Florida corporation hereinafter referred to as "Property Owner."

### WITNESSETH:

WHEREAS, on August 22, 2011, County and Property Owner entered into a Standard Potable Water and Wastewater Development Agreement (hereinafter referred to as the "SDA") for the provision of potable water and wastewater service to certain property owned by Property Owner; and

WHEREAS, the SDA was recorded in the Official Records at Book 24708, Page 0140; and

WHEREAS, the SDA contained no provision for the submission of all or a portion of the Service Initiation Fees prior to Service Initiation; and

WHEREAS, Property Owner desires to submit all or a portion of the Service Initiation Fees prior to Service Initiation; and

WHEREAS, the parties desire to amend the SDA to provide for the submission of these fees.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the parties hereby agree as follows:

- 1. The SDA is hereby amended by adding paragraph 15, Additional Conditions as follows:
  - 15. Additional Conditions. Notwithstanding any other provision of this Agreement to the contrary, Property Owner shall have the option of submitting payment for all or a portion of the Service Initiation Fees (as defined in the UPAP) at any time following the effective date of this Agreement and prior to Service Initiation, as that term is defined herein (said fees hereinafter referred to as the "Pre-submitted Fees".) Property Owner and Utility acknowledge and agree that the Utility's Service Initiation Fees at the time of said submittal of Pre-submitted Fees by Property Owner may differ from the Utility's Service Initiation Fees at the time of Service Initiation, and that the applicable amount of Service Initiation Fees that the Property Owner shall ultimately be responsible for paying shall be the Utility's Service Initiation Fees as of the date of Service Initiation. Property Owner shall be responsible for payment of any Service Initiation Fees not covered by the Pre-submitted Fees. At the termination of this Agreement, Utility shall refund any Pre-submitted Fees not expended by Property Owner.

2. Each and every other term of the SDA shall remain in full force and effect and the SDA is hereby reaffirmed as modified herein.

**3.** County shall duly record this Amendment to the SDA in the Official Records of Palm Beach County, Florida.

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ATTACHMENT2

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.

By:

By:

CONDITIONS

Title

ATTEST:

By:\_

### PALM BEACH COUNTY, FLORIDA, BY **ITS BOARD OF COUNTY COMMISSIONERS**

, Chair

APPROVED AS TO TERMS AND

APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:

Clerk & Comptroller (or Deputy Clerk)

County Attorney

Typed or Printed Name

STATE OF

WITNESSE Typed or Printed/Name NUL

la

Bevin A. Beaudet, Department Director or Designee

PROPERTY OWNER: Cin official capa Bv Signature Itazel Luca Typed or Printed Name NCas President

Corporate Seal

NOTARY CERTIFICATE

**COUNTY OF** day of CCFO The foregoing instrument was acknowledged before me this HaZel Luca S, of \_\_\_\_\_\_ by , on behalf of the CLTOF He/she is personally DE known to me or has produced as identification. Signature of NOTARY PUBLIC-STATE OF FLORIDA

Liseanne Jolivert Commission # DD995592 Expires: MAY 25, 2014 BONDED THRU ATLANTIC BONDING CO., INC.

Typed, Printed, or Stamped Name of Notary Notary Public

CONKL

Hand

Serial Number