REVISED Agenda Item #: 3I-13

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### **AGENDA ITEM SUMMARY**

**Meeting Date:** 

October 7, 2014

[X] Consent

[] Regular

[] Ordinance

[ ] Public Hearing

**Department:** 

**Department of Economic Sustainability** 

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) The issuance of an Impact Fee Affordable Housing Assistance Program Certificate of Award to Danza Group of Pine Bay, LLC for a credit of \$346,197.94 towards the payment of Zone 1 Public Buildings Impact Fees and Zone 2 Road Impact Fees for the construction of the Pine Bay Apartments affordable housing project;
- **B)** A Budget Transfer of \$15,007 in Zone 1 Public Buildings Impact Fees to appropriate funds for the Pine Bay Apartments project; and
- C) A Budget Transfer of \$331,192 in Zone 2 Road Impact Fees to appropriate funds for the Pine Bay Apartments project.

Summary: On November 17, 2009, the Board of County Commissioners (BCC) authorized the use of impact fee investment earnings from roads, parks, and public buildings for affordable housing projects. Danza Group of Pine Bay, LLC (Danza Group) submitted a request for assistance in response to a Notice of Funding Availability issued in May 18, 2014 by the Department of Economic Sustainability (DES). Staff is recommending \$346,197.94 in credits towards the payment of County Zone 1 Public Buildings Impact Fees (\$15,006.88) and Zone 2 Road Impact Fees (\$331,191.06) for Pine Bay Apartments which will have a total of 84 units. All 84 affordable rental units are intended to be rented to persons of moderate income whose incomes are at or below 120% of the area median income. A Declaration of Restrictions will be recorded to secure the funds and ensure a 15 year affordability period. This project is projected to create 155 jobs and have a five (5) year Economic Sustainability Impact of \$11.3 Million. These funds are from interest earned by the Impact Fee Fund. (DES Contract Development) District 2 (TKF)

Background and Justification: Currently a total of \$4,102,322 is available as follows: Road Impact Fees: Zone 1: \$1,058,353, Zone 2: \$782,397, Zone 3: \$801,332, Zone 4: \$433,559 and Zone 5: \$796,363; Park Impact Fees: Zone 1: \$32,184, Zone 2: \$36,029 and Zone 3: \$89,804; and Public Buildings Impact Fees: Zone 1: \$72,301. The BCC directed DES to notify the public of the availability of these funds and to accept requests on an on-going basis until all funding is utilized. On September 14, 2010, the BCC approved the Impact Fee Affordable Housing Assistance Program Guidelines which established eligible uses of the funding; unit affordability standards; funding request review standards; and the funding request approval process. To be considered under the Program, applicants for assistance must provide evidence of site control for the project, infrastructure availability, and appropriate zoning. Applicants approved by the BCC receive a Certificate of Award which may be presented to the County's Impact Fee Coordinator for a credit towards road impact fees. In exchange for the receipt of the credit, the project developer must sign a Declaration of Restrictions which will be recorded against the property, obtain all building permits within one (1) year of BCC approval, complete construction within four (4) years, and lease the housing units at affordable rents for a period of 15 years.

### Attachments:

- 1. Location Map
- 2. Impact Fee Affordable Housing Assistance Program Certificate of Award and Declaration of Restrictions

3. Budget Transfers

Recommended By: _	Jan Howard	9-30-14
	Department Director	<sup>'</sup> Date <sup>/</sup>
Approved By:	9x Nen	(0/7/14
	Assistant County Administrator	Date

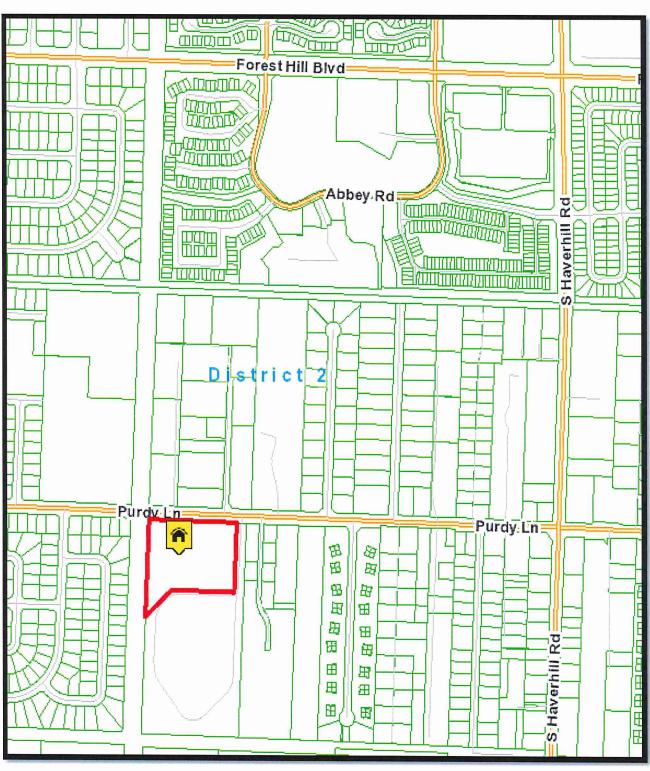
### II. FISCAL IMPACT ANALYSIS

Fiscal Years	2015	2016	2017	2018	2019		
Capital Expenditures							
Operating Costs	\$346,199						
External Revenues							
Program Income (County)	(\$346,199)						
In-Kind Match (County)							
NET FISCAL IMPACT	-0-						
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-						
l <b>s Item Included In Current E</b> Budget Account No.:	Budget? Ye	es	No <u>X</u>				
Fund <u>381<i>5</i></u> Dept <u>143</u> Unit <u>1453</u> C Fund <u>3532</u> Dept <u>143</u> Unit <u>1453</u> C	Object <u>8201</u> Pro Object <u>8201</u> Pro	ogram Code <i>l</i> ogram Code <i>l</i>	Period Period	: \$15,00 <sup>-</sup> : \$331,19	7 9 <b>2</b> :		
B. Recommended Sourc	es of Funds	Summary (	of Fiscal Imp	oact:			
for the Pine Bay Apartments project under the Impact Fee Affordable Housing Assistance Program.  Departmental Fiscal Review:  Shairette Major, Fiscal Manager I							
III. <u>REVIEW COMMENTS</u>							
A OEMP Fined and/or C							
A. OFMB Fiscal and/or C				Comments:			
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Susa New	Contract Deve	elopment a	nd Control (	robant	10 (2 1) rol		
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Department Director

### **LOCATION MAP**





# PALM BEACH COUNTY IMPACT FEE AFFORDABLE HOUSING ASSISTANCE PROGRAM CERTIFICATE OF AWARD

This Certificate is awarded on <u>October 7, 2014</u>, by <u>PALM BEACH COUNTY</u>, a political subdivision of the State of Florida (the "County") to <u>DANZA GROUP OF PINE BAY</u>, <u>LLC</u>, a New Jersey limited liability company, whose Federal I.D. number is 46-1922309 (the "Developer").

The Developer may present this Certificate to the Palm Beach County Impact Fee Coordinator under the Impact Fee Affordable Housing Assistance Program (the "IFAHAP") to receive a credit of \$15,006.88 towards the payment of Zone 1 Public Buildings Impact Fees and a credit of \$331,191.06 towards the payment of Zone 2 Road Impact Fees associated with the construction of eighty four (84) affordable rental housing units in a housing development to be known as Pine Bay Apartments.

In exchange for the acceptance of this Certificate and the receipt of the aforementioned credits from the County towards the payment of impact fees associated with Pine Bay Apartments, the Developer expressly agrees to comply with, and to perform, all of the terms contained in the below enumerated Conditions of Issuance.

Furthermore, in exchange for the receipt of the aforementioned credit from the County towards the payment of impact fees associated with Pine Bay Apartments, the Developer also agrees to execute and deliver to the County a Declaration of Restrictions, as attached hereto, and to comply with the terms contained therein.

This Certificate, if not used for the purposes set forth herein, shall expire one (1) year from the date hereof, that is, on October 7, 2015.

(COUNTY SEAL BELOW)	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida					
	BOARD OF COUNTY COMMISSIONERS					
	D					
ATTEST: Sharon R. Bock, Clerk & Comptroller	By: Priscilla A. Taylor, Mayor					
By: Deputy Clerk	Document No.:					
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Department of Economic Sustainability					
By: Tammy K. Fields Chief Assistant County Attorney	By: Sherry Howard, Deputy Director					

### **CONDITIONS OF ISSUANCE**

- 1. Organization Status: Developer is a New Jersey limited liability company duly organized and validly existing in good standing under the laws of the State of New Jersey with full power and authority to consummate the transactions contemplated herein.
- 2. Housing To Be Constructed: At the time of issuance of this Certificate to the Developer, the Developer has represented to the County that the Developer has acquired title to certain real property (the "Premises") located in Palm Beach County, Florida, as more particularly described in Exhibit A, attached hereto and made a part hereof, and has provided the County evidence, satisfactory to the County, that it possesses marketable title to the Premises. Developer shall construct no fewer than eighty four (84) rental housing units on the Premises, together with ancillary improvements, all of which shall be known as Pine Bay Apartments. All aforesaid rental housing units shall be "Affordable Rental Housing Units" affected by these Conditions of Issuance and the Declaration of Restrictions referenced herein. Each of the aforesaid Affordable Rental Housing Units shall be the unit tenant's home under the limits of a signed lease document. None of the Affordable Rental Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.
- 3. Declaration of Restrictions: The Developer shall, in exchange for the receipt of the herein described credit towards the payment of impact fees for Pine Bay Apartments, deliver to the County a fully executed Declaration of Restrictions, attached hereto as Exhibit A, and shall comply with the terms contained therein. The Declaration of Restrictions shall be in the form and substance provided in Exhibit A, and if altered as may be required, such alteration shall be approved by the County Attorney's Office.
- 4. Building Permits: Developer shall obtain all building permits for the construction of all Affordable Rental Housing Units at Pine Bay Apartments from the building department with jurisdiction over the Premises within one (1) year after the date of this Certificate, that is, no later than October 7, 2015.
- <u>5. Certificates of Occupancy:</u> Developer shall obtain certificates of occupancy from the building department with jurisdiction over the Premises for all Affordable Rental Housing Units at Pine Bay Apartments within four (4) years after the date of this Certificate, that is, no later than October 7, 2018.
- 6. Affordability of Rental Housing Units: Developer shall, for a period of fifteen (15) years from the date of issuance of the last certificate of occupancy for the Affordable Rental Housing Units at Pine Bay Apartments, lease each of the aforesaid eighty four (84) Affordable Rental Housing Units to a household whose gross income, adjusted for family size, is no more than one hundred and twenty percent (120%) of Area Median Income (hereinafter "AMI") at the time the unit is first occupied, and thereafter, at any time a new tenant occupies the unit. AMI shall mean the most recent area median income published by HUD for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

Developer shall, for the aforesaid fifteen (15) year period, lease each of the aforesaid Affordable Rental Housing Units at an Affordable Rental Rate which shall be the lesser of the HUD Fair Market Monthly Rents or a rental rate which does not exceed thirty percent (30%) of the adjusted gross income of a prospective tenant household (adjusted for family size) whose income does not exceed 120% of AMI.

The above rental rate requirement shall apply to all initial leases with tenants, as well as all subsequent leases and lease renewals.

- 7. Records to be Maintained by Developer: Developer shall, for each tenant that is leased any of the Affordable Rental Housing Units at Pine Bay Apartments, maintain a file that, at a minimum, contains the following:
  - An application-for-lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the unit and their household characteristics, and the household income they have disclosed.
  - Documentation evidencing the Developer's verification of the applicant's household income and a computation sheet demonstrating the Developer's determination of the applicant's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
  - A copy of the AMI showing the HUD income levels in effect at the time the initial lease is signed.
  - A computation sheet demonstrating that in every initial lease, every subsequent lease, and every lease renewal, the rent is at an Affordable Rental Rate as defined herein.
  - An original of each executed lease with the applicant/tenant identifying the apartment number and the rental rate. Developer shall utilize leases which require parents to be held legally and financially liable for the acts of their children in the apartment complex and which allow management to terminate the lease of any household where a household member is engaged in illegal or criminal activity or where a household member is engaged in anti-social behavior which denies the project's residents or area residents the quiet and peaceful enjoyment of their homes or businesses.
  - A copy of background check(s). Developer shall conduct background checks on all adult members of tenant households prior to occupancy.
  - Any other documentation evidencing the Developer's compliance with these Conditions of Issuance.
- 8. Right to Audit and Access to Records: Developer shall maintain ongoing records related to each tenant at Pine Bay Apartments, and shall maintain all tenant records for at least five (5) years after the end of each tenancy. The County shall have the option, but not the obligation, to verify the Developer's compliance with these Conditions of Issuance. The County may, at its sole discretion, inspect or audit all tenant and owner records, and the Developer shall provide the County access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours at the Developer's place of business.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in 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.

9. Certification and Reporting Requirements: Developer shall certify compliance with these Conditions of Issuance by providing an Annual Report with a certified statement, certified to the County, listing all Affordable Rental Housing Units at Pine Bay Apartments by unit number with the number of bedrooms in each unit. Developer shall include the lease date, the tenant's annual household income, the number of unit occupants, and the monthly rent amount for each Affordable Rental Housing Unit. Developer shall submit the certified Annual Report at the end of each year for the

duration of the fifteen (15) year affordability period described above in Section 6. Developer shall submit the Annual Report to:

Department of Economic Sustainability 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406

- 10. Non-Discrimination: Developer shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Premises, nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.
- 11. Exclusion of Third Party Beneficiaries: No provision herein is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party named herein, including but not limited to any citizen or employees of the County and/or the Developer.
- 12. Advertising: During the period of the construction of Pine Bay Apartments, the County shall have the right to install and maintain on the Premises one or more signs identifying the County, or to be identified on such signs installed by others, as one of the entities participating in the development of the project. Sign or signs will be provided by the County and erected at Developer's expense.
- 13. Governing Law: The laws of the State of Florida shall govern the interpretation and enforcement of the terms contained herein and the venue shall be in Palm Beach County.

#### **EXHIBIT A**

#### Return to:

Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Chief Assistant County Attorney
PCN: 00-42-44-14-05-021-0010

**DECLARATION OF RESTRICTIONS** 

The undersigned, <u>Danza Group of Pine Bay, LLC</u>, having its principal office at <u>104 Garden Court, Franklin Lakes, NJ 07417</u>, (hereinafter referred to as "Declarant", which term as used in every instance herein shall include Declarant's successors and assigns), for the property described below, in consideration for the receipt of a Certificate of Award (the "Certificate"), dated <u>October 7, 2014</u>, under Palm Beach County's Impact Fee Affordable Housing Assistance Program and the receipt of a credit valued at <u>Three Hundred Forty Six Thousand One Hundred Ninety Seven and 94/100</u> Dollars (\$346,197.94) towards the payment of road, park, and public buildings impact fees as provided by the <u>Palm Beach County Board of County Commissioners</u> (the "County"), does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, which is more fully described in Attachment 1 annexed hereto.

- 1. The restrictions contained in this Declaration of Restrictions (the "Declaration") shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
- 2. In consideration for the receipt of the Certificate and its associated credit of \$346,197.94 towards the payment of Zone 1 Public Buildings Impact Fees and Zone 2 Road Impact Fees, the Declarant hereby covenants and agrees as follows:
  - (a) To construct no fewer than eighty four (84) rental housing units on the Property, together with ancillary improvements, all of which shall be known as Pine Bay Apartments. All aforesaid rental housing units shall be "Affordable Rental Housing Units" affected by the restrictions and conditions of this Declaration, and by those contained in the Certificate referenced herein. Each of the aforesaid Affordable Rental Housing Units shall be the unit tenant's home under the limits of a signed lease document. None of the Affordable Rental Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.
  - (b) To obtain all building permits for the construction of all Affordable Rental Housing Units at Pine Bay Apartments from the building department with jurisdiction over the Property no later than October 7, 2015.
  - (c) To obtain certificates of occupancy from the building department with jurisdiction over the Property for all Affordable Rental Housing Units at Pine Bay Apartments no later than October 7, 2018.
  - (d) To lease, for a period of fifteen (15) years from the date of issuance of the last certificate of occupancy for the Affordable Rental Housing Units at Pine Bay Apartments, all one hundred and twenty (120) Affordable Rental Housing Units to households whose gross incomes, adjusted for family size, are no more than one hundred and twenty percent (120%) of Area Median Income (hereinafter "AMI") at the time these units are first occupied, and thereafter, at any time new tenants occupy these units. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

- (e) To lease, for the aforesaid fifteen (15) year period, each of the herein described Affordable Rental Housing Units at an Affordable Rental Rate which shall be the lesser of the HUD Fair Market Monthly Rents or a rental rate which does not exceed thirty percent (30%) of the adjusted gross income of a prospective tenant household (adjusted for family size) whose income does not exceed 120% of AMI.
- (f) Not to discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, in the use, or occupancy of any housing unit constructed on the Property.
- 3. Should Declarant change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from affordable rental housing, or should the Declarant sell, convey or transfer title to the Property, then the Declarant shall pay the County an amount equal to the entire credit amount described herein as provided by the County to the Declarant.

In the event of any proposed sale, conveyance or transfer of the Property, the Declarant must obtain approval of the County. Any approved sale or conveyance of the Property by the Declarant will be contingent upon the receipt of the payment by the County in accordance with the above provisions, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

- 4. Declarant has secured a loan to construct Pine Bay Apartments in an amount up to \$\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_, or its successors (the "First Mortgage Holder"), which loan has been secured by a separate mortgage encumbering the Property (the "First Mortgage"). The lien created by this Declaration shall be senior to all other liens, encumbrances, and mortgages on the Property except the lien created by the First Mortgage, and except any other liens expressly recognized by the County in writing.
- 5. The Declarant shall pay, or cause to be paid, all taxes due while the Property is in its possession, and the Declarant shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration except for the lien created by the First Mortgage, and except for any other liens expressly recognized by the County in writing. The Declarant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Declarant agrees to notify the County of any liens, judgments or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Declarant.
- 6. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained herein, or in the Certificate referenced herein, shall constitute a default under this Declaration. In the event of default, before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant written notice of the default complained of which such notice shall be given to the Declarant at their address shown herein. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the County's satisfaction.

If the Declarant fails, neglects, or refuses to perform any of the provisions, terms and conditions set forth herein, or in the Certificate, or fails to cure any breach of this Declaration or the Certificate within the period set forth above after the County provides notice to the Declarant as set forth above, the County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which the County may have hereunder or under the law by reason of such default or breach, elect to exercise any one of the following remedies:

- Declare due from Declarant immediately upon demand an amount equal to (a) the entire credit amount secured hereby.
- Declare due from Declarant immediately upon demand a penalty of One (b) Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per Affordable Rental Housing Unit per quarter where such default exists which penalty shall accrue from the date the default commenced. The Declarant shall pay said amount within ten (10) calendar days after the thirty (30) calendar day cure period specified above, and then on the first day of each quarter thereafter.

If the Declarant shall fail to pay any of the above amounts, the County shall have the right to file in a court of competent jurisdiction an action for collection of due and unpaid amounts and penalties which the Declarant is obligated to pay hereunder.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, and upon the Declarant's failure to cure the default to the County's satisfaction, the County may, from time to time, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County cures any default.

In addition to any remedy set forth herein, the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County exercises any remedy under this provision.

7. All notices from the Declarant to the County and the County to the Declarant, and as otherwise required or permitted by any provision of this Declaration shall be in writing and sent by registered or certified mail and addressed as follows:

To County:	Board of County Commissioners c/o Palm Beach County Attorney's Office 301 N. Olive Avenue, Suite 601 West Palm Beach, FL 33401
To Declarant:	Danza Group of Pine Bay, LLC 104 Garden Court Franklin Lakes, NJ 07417
To First Mortgage Holder:	
	· .
Such addresses may be changed	by each party by written notice to the other parties

8. The Declarant shall maintain its records as provided for in the Certificate and submit to the County an Annual Report, as described in the Certificate, detailing the Declarant's compliance with the terms of the Certificate and this Declaration.

Beach, Florida 33406, who shall in County, Florida.	turn record it in the Public Records of Palm Beach
	Executed this day of, 20
Signed, sealed and delivered in the presence of:	
Witnesses:	DANZA GROUP OF PINE BAY, LLC, a New Jersey limited liability company
Name:	By:
Signature:	By: name,title
Name	
Name:Signature:	
STATE OF	
The foregoing instrument was ack 20, by produced	nowledged before me this day of,,, who is personally known to me, or who has as identification and who did/did not take an oath.
	Signature:
(NOTARY SEAL ABOVE)	Notary Name: Notary Public - State of

9. Upon its execution the Declarant shall deliver this Declaration to the Director of the Department of Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm

### ATTACHMENT 1 LEGAL DESCRIPTION OF THE PROPERTY

Beginning at the intersection of the south right of way line of Purdy Lane, as per Palm Beach County R/W Map No. 3-66-060 Sheet 1 of 2, and the east right of way line of Lake Worth Drainage District Canal E-3 (LWDD E-3 Canal) said line lying 43.56 feet east of and parallel to the north-south quarter line of Section 14, Township 44 South, Range 42 East; Thence with a bearing of south 88° 30' 03" East, along the south right of way line of Purdy Lane, a distance of 563.71 feet to a point; Thence with a bearing of South 02° 03' 23" West, a distance of 415.12 feet to a point; Thence North 88° 29' 53' West, a distance of 400 feet to a point; Thence run South 46° 44' 42" West, a distance of 233.90 feet to a point on the east right of way of LWDD E-3 Canal; thence with a bearing of North 02° 08' 03" East, along the aforedescribed east line of LWDD E-3 Canal, a distance of 579.80 feet more or less to the point of beginning.

And containing 247,632 square feet, 5.685 acres more or less

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

Page 1 of 1 BGEX-143-0930140000001943

FUND 3531 -Impact Fee Program - Roads Zone 1

Use this form to provide budget for items not anticipated in the budget.

		ODIONAL	OUDDENT			AD WATER	EXPENDED/	DEMAINING
		ORIGINAL	CURRENT			ADJUSTED	ENCUMBERED	REMAINING
ACCOUNT NUMBER	ACCOUNT NAME	BUDGET	BUDGET	INCREASE	DECREASE	BUDGET		BALANCE
EXPENDITURES								
143-1450-8201	Contributions - Non Govermental Agency	0	0	15,007	0	15,007	0	15,007
	•							
821-9700-9902	Operating Reserves	1,058,353	1,058,353	0	15,007	1,043,346	0	1,043,346
	TOTAL EXPENDITURES			15,007	15,007			
	TO THE EXITENSITY OF THE STATE			10,001	10,007			
		Signatures		Date		I	By Board of County Cor	nmissioners
Department of Economic Sustainability INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval		· ·					At Meeting of :	
						(	October 7, 2014	
						1	Deputy Clerk to the	
OFMB Department - Po						E	Board of County Commi	issioners

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

Page 1 of 1 BGEX-143-0930140000001940

FUND 3532 -Impact Fee Program - Roads Zone 2

Use this form to provide budget for items not anticipated in the budget.

							EXPENDED/	
		ORIGINAL	CURRENT			<b>ADJUSTED</b>	ENCUMBERED	REMAINING
ACCOUNT NUMBER	ACCOUNT NAME	BUDGET	BUDGET	<b>INCREASE</b>	<b>DECREASE</b>	BUDGET		BALANCE
EXPENDITURES								
143-1453-8201	Contributions - Non Govermental Agency	0	0	331,191	0	331,191	0	331,191
10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	,							"
821-9700-9902	Operating Reserves	782,397	782,397	0	331,191	451,206	0	451,205
	TOTAL EXPENDITURES			331,191	331,191			
		Signatures		Date			By Board of County Cor	nmissioners
Department of Economic Sustainability							At Meeting of :	
INITIATING DEPARTMENT/DIVISION						_	October 7, 2014	
Administration/Budget Department Approval							Deputy Clerk to the	
OFMB Department - Posted						E	Board of County Comm	issioners