



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>\$700,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$700,000.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Revenue	<u>(\$135,948.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating expenses	_____	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b>(<u>\$135,948</u>)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**Budget Account No:** Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category N/A

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

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

PBCWUD will be receiving \$135,948 to satisfy a \$261,411 resulting in a net fiscal impact of \$125,463. The Agreement commits PBCWUD to spend \$700,000 on systems improvements which will be reimbursed with an anticipated \$700,000 CDBG through DES.

**C. Department Fiscal Review:** Delia Morat

**III. REVIEW COMMENTS**

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

<p><u><i>[Signature]</i></u> OFMB</p>	<p><u><i>[Signature]</i></u> Contract Development and Control</p>
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**B. Legal Sufficiency:**

*[Signature]* 1/30/15  
Assistant County Attorney

**C. Other Department Review:**

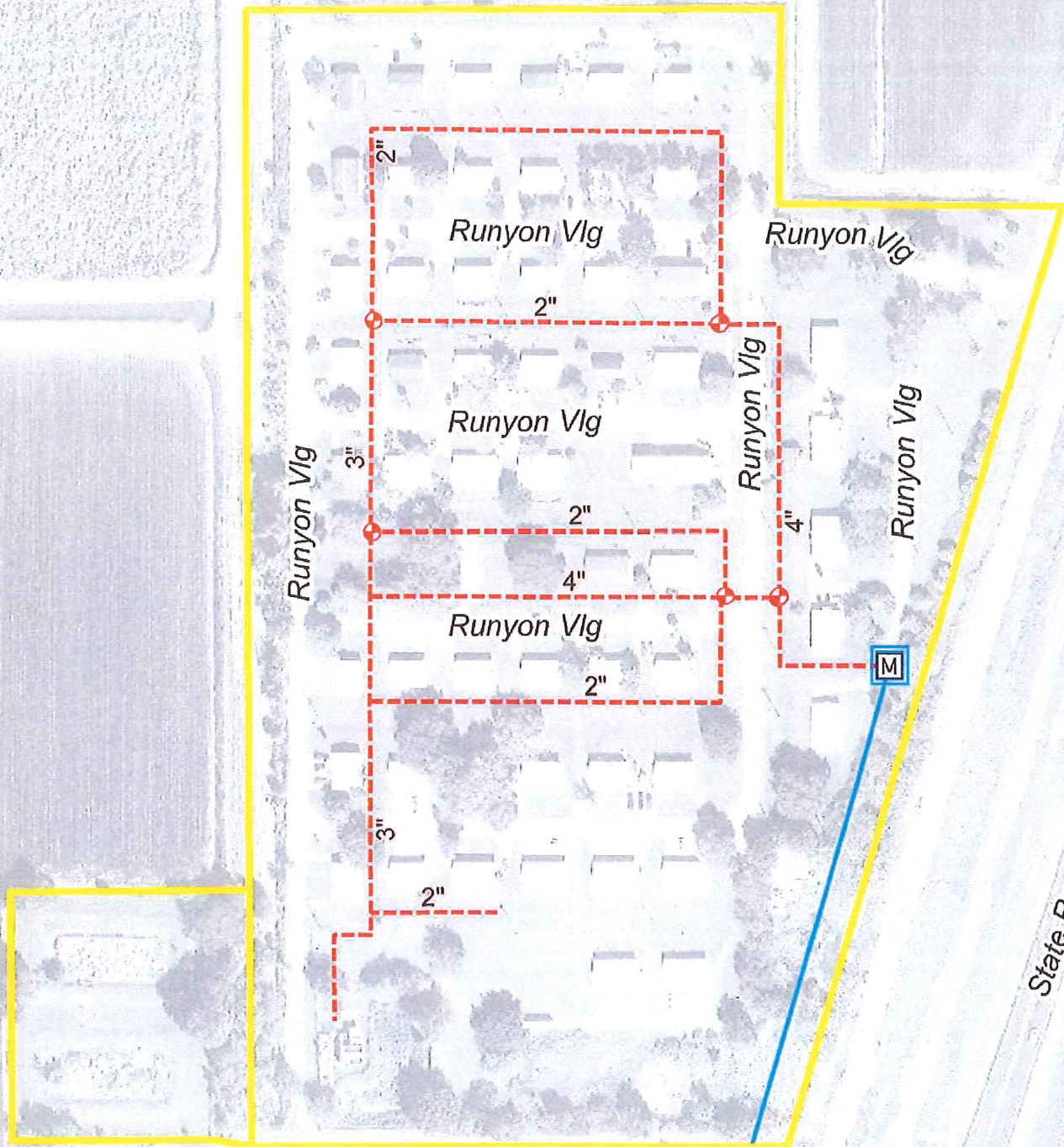
\_\_\_\_\_  
Department Director

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







# RUNYON VILLAGE - BIG LAKE VILLAGES INC

Exhibit A



**Legend**

-  Runyon Village
-  PBCWUD Water Main
-  Private Water Main
-  Master Meter

State Road 15

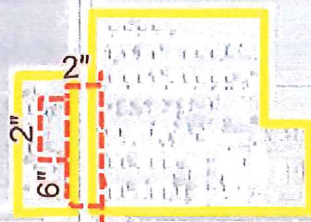
Livestock Market Rd





# PREWITT VILLAGE

Exhibit B

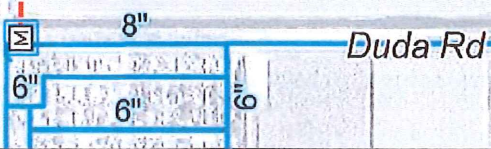


Gator Blvd

6"

## Legend

-  Prewitt Village
-  PBCWUD Water Main
-  Private Water Main
-  Master Meter





## SETTLEMENT/SERVICE AGREEMENT FOR RUNYON-PREWITT PROPERTIES

**THIS AGREEMENT**, made and entered into this 2nd day of December, 2014, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and **LSREF2 CHALK REO, LLC**, a Delaware limited liability company (hereinafter "Property Owner").

### WITNESSETH

**WHEREAS**, Property Owner owns properties known as the Runyon Property (as depicted in **Exhibit "A"** attached hereto and incorporated herein) and the Prewitt Property (as depicted in **Exhibit "B"** attached hereto and incorporated herein), both of which are located in unincorporated Palm Beach County (hereinafter collectively referred to as the "Properties"); and

**WHEREAS**, potable water service has been provided to the Properties by the Palm Beach Water Utilities Department ("PBCWUD") since May 1, 2013, having been previously provided by the City of Belle Glade and the Glades Utility Authority; and

**WHEREAS**, the Properties are in arrears for potable water service, incurred both by the Property Owner and its predecessors in interest, for potable water service provided by PBCWUD and its predecessors in interest; and

**WHEREAS**, liens have been placed on the Properties for the unpaid potable water service charges; and

**WHEREAS**, the parties have negotiated and agreed upon a settlement amount to satisfy the unpaid potable water service charges and to remove any liens from the Properties; and

**WHEREAS**, the parties also wish to modify the current provision of potable water and wastewater service to the Properties as more fully set forth herein.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and Property Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing statements are true and correct.
2. **Effective Date.** This Agreement shall become effective upon approval and execution by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved and executed by the Palm Beach County Board of County Commissioners.
3. **Term.** Unless otherwise set forth herein, this Agreement shall commence on the Effective Date and continue until all obligations of the parties set forth herein are completed.
4. **Payment of Unpaid Service Charges.** Property Owner hereby agrees to pay County \$135,947.51 as full payment and satisfaction for all unpaid service charges on the Properties through May 2014. This payment shall not affect any unpaid service charges accruing after May 2014. Said payment shall be made within thirty (30) days following the Effective Date of this Agreement. Within



payment shall be made within thirty (30) days following the Effective Date of this Agreement. Within thirty (30) days of verification of receipt of the funds from Property Owner, County shall execute and record a document satisfying all existing liens on the Properties.

5. **Service to Runyon Property.**

A. **Potable Water Service.** Potable water service to the Runyon Property is currently provided utilizing a master meter (the location of which is depicted on **Exhibit "A"**), for which potable water service charges are the responsibility of Property Owner, and individual meters located at the residences within the Runyon Property, for which the potable water service charges are the responsibility of the tenants of the rental units. County and Property Owner agree with the inherent inefficiencies and problems of the current operation and wish to modify the provision of potable water service to the Runyon Property as follows: County shall remove the master meter currently being used to provide potable water service to the Runyon Property. County shall replace, at its own cost, approximately 2000 feet of potable water main running from the southeast side of the Runyon Property at Livestock Market to Oak Lane, Parkway Avenue and Port Royal Avenue along Church Street. County shall take over ownership and maintenance of the potable water infrastructure up to the individual meters at the rental units and billing responsibilities for all rental units. Property Owner shall provide all necessary utility easements to the County at no cost. County shall be responsible for securing the necessary sketches and legal descriptions for the easements, including all costs associated therewith.

B. **Wastewater Service.** Wastewater service to the Runyon Property is currently provided through an onsite, private wastewater collection and treatment system. Property Owner and County agree that the decommissioning of the onsite plant and connection to the County wastewater system is in the best interests of both parties, with the parties' responsibilities as follows: County will rebuild, at its own cost, two (2) on-site lift stations and install related forcemains within the property (+/- 2000.00 feet) and offsite (+/- 2300 feet). County shall be responsible for the operation and maintenance of the onsite wastewater system up to the individual meters at the rental units and billing for the wastewater service. All applicable wastewater connection and service initiation fees shall be paid by Property Owner prior to connection to County's wastewater system. Property Owner is responsible for decommissioning of existing wastewater plant per applicable regulations. Property Owner shall provide all necessary utility easements to the County at no cost. County shall be responsible for securing the necessary sketches and legal descriptions for the easements, including all costs associated therewith.

6. **Service to Prewitt Property.**

A. **Potable Water Service.** Potable water service to the Prewitt Property is currently provided utilizing a master meter (the location of which is depicted on **Exhibit "B"**), for which potable water service charges are the responsibility of Property Owner, and individual meters located at the residences within the Prewitt Property, for which the potable water service charges are the responsibility of the tenants of the rental units. County and Property Owner agree with the inherent inefficiencies and problems of the current billing operation and wish to modify the provision of potable water service to the Prewitt Property as follows: County will bill the Property Owner for service at the master meter only, and will no longer bill individual accounts at the individual rental units. At the direction of Property Owner, County will either



remove the meters located at the individual rental units, or transfer ownership of said meters to Property Owner for Property Owner's use. County shall have no operation, maintenance, or billing responsibility for any facilities located on Property Owner's side of the master meter.

B. **Wastewater Service.** Wastewater service to the Prewitt Property is currently provided by private, onsite wastewater collection and treatment system. There are to be no changes to the current Wastewater service on the Prewitt Property.

7. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

8. **Successors and Assigns.** The County and the Property Owner each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the Property Owner shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

9. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

10. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

11. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Property Owner, shall be mailed or delivered to the Property Owner at:

LSREF2 Chalk REO, LLC  
2711 N Haskell Avenue, Suite 1800  
Dallas, Texas 75204  
Attn: Legal Department

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
P.O. Box 16097  
West Palm Beach, FL 33416-6097.  
Attn: Department Director



12. **Amendment and Modification.** This Agreement may only be amended modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

13. **Entirety of Agreement.** The County and the Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

14. **Palm Beach County Office of the Inspector General.** 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'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 its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the 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.

15. **No Third Party Beneficiary.** No provision of this Agreement 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 to this Agreement, including but not limited to any citizen or employees of the County and/or the Property Owner.

16. **Non-Discrimination.** County and Property Owner assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, during their performance of this Agreement.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, County and Property Owner 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.

ATTEST:  
SHARON R. BOCK, CLERK AND  
COMPTRROLLER

PALM BEACH COUNTY, BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Mayor

(SEAL)

APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Director of Water Utilities

WITNESSES:

PROPERTY OWNER:

\_\_\_\_\_  
TANPA DAHLEN  
Type or Print Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
JANET M. DOYEN  
Type or Print Name

Title \_\_\_\_\_  
Merisa K. McGaughey  
Assistant Vice President  
Typed or Printed Name

[ Corporate  
Seal ]

NOTARY CERTIFICATE

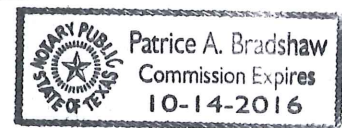
STATE OF TEXAS  
COUNTY DALLAS

The foregoing instrument was acknowledged before me this 2nd day of December, 2004 by Merisa K. McGaughey. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

PATRICE A BRADSHAW  
Typed, Printed, or Stamped Name  
of Notary

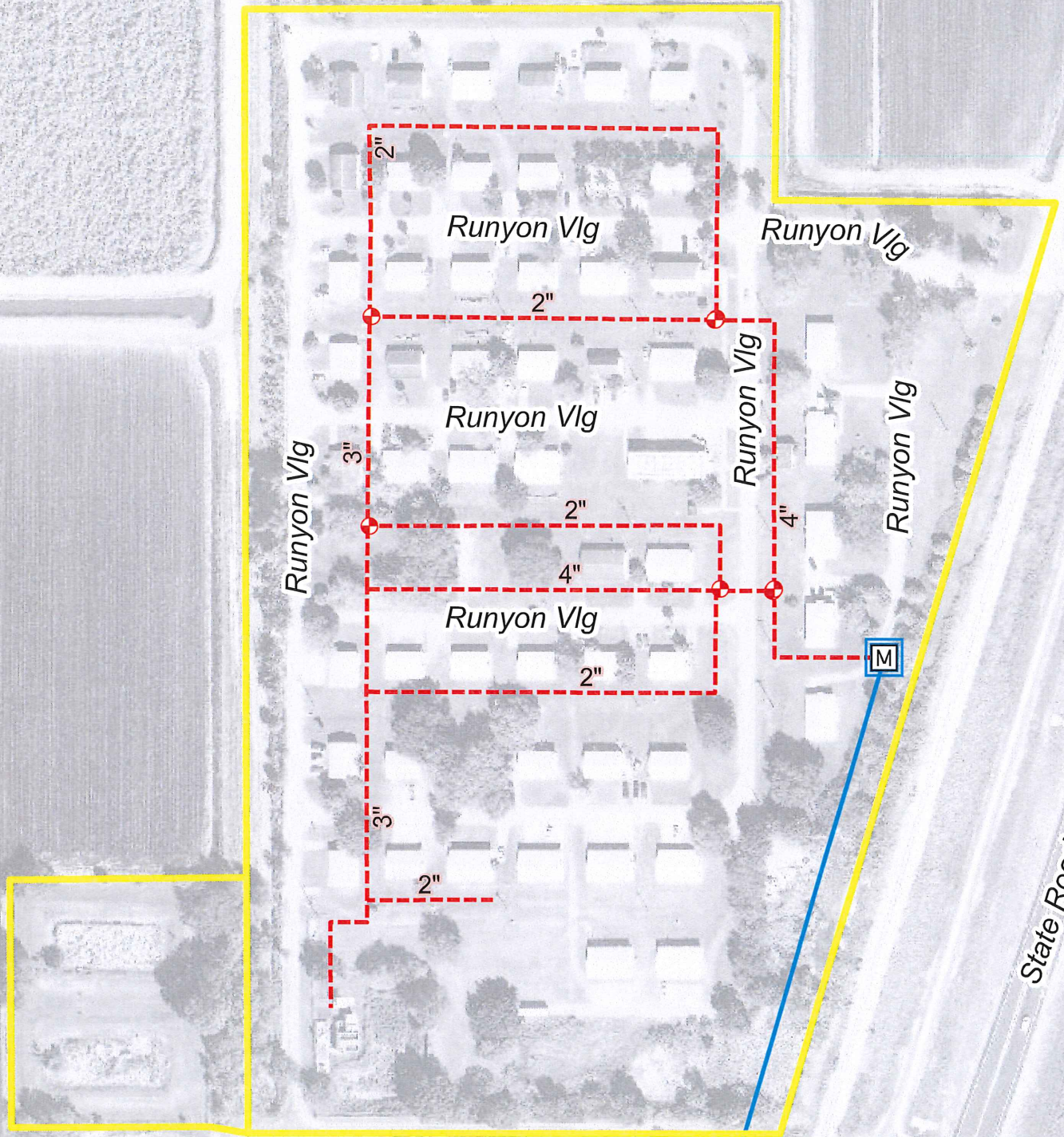
Notary Public  
00102866-7  
Serial Number





# RUNYON VILLAGE - BIG LAKE VILLAGES INC

Exhibit A



**Legend**

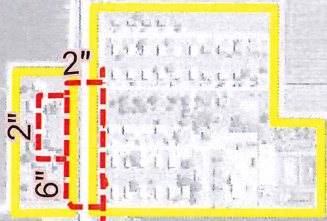
- Runyon Village
- PBCWUD Water Main
- Private Water Main
- Master Meter





# PREWITT VILLAGE

Exhibit B



Gator Blvd

6"

M

8"





Duda Rd

6"

6"

6"

**Legend**

-  Prewitt Village
-  PBCWUD Water Main
-  Private Water Main
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