

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$131,996)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$131,996)</u>	<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>
a REVENUE					
Budget Account No.:	Fund <u>4000</u>	Dept. <u>720</u>	Unit <u>4200</u>	Object <u>6992</u>	

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

MAP has been paid in full and service installation fees will be collected at the time of connection.

C. Department Fiscal Review: Subramaniam

III. REVIEW COMMENTS

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

[Signature] 10/12/16
OFMBET 10/5/16

[Signature] 10/14/16
Contract Development and Control
10/13/16

B. Legal Sufficiency:

[Signature] 10/14/16
Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification:

A) Unilateral Termination and Partial Release of Standard Water and Wastewater Development Agreement Due to Non-Renewal (Termination) with Koeckritz Development of West Palm Beach, LLC, #01-01161-000. The Development is located on Okeechobee Blvd. between Benoist Farms and Sansbury Way. The owner requested the Termination to be recorded to clear any cloud on the Title. (District 2)

B) Utility Concurrency Reservation Agreement with Pioneer Estates by Luxcom, LLC, #01-01245-000. The Agreement allows the Developer to demonstrate reservation of 94.5 Equivalent Residential Connections (ERC's) for potable water and wastewater capacity in order to obtain concurrency and proceed with the developmental approvals. The Development is located on the east side of SR 7, south side of Southern Blvd, south of Pioneer Road. (District 6)

C) Utility Concurrency Reservation Agreement with Cobblestone Plaza at Boynton, LLC, #05-01117-000. The Agreement allows the Developer to demonstrate reservation of 112.2 Equivalent Residential Connections (ERC's) for potable water and wastewater capacity in order to obtain concurrency and proceed with the developmental approvals. The Development is located on the northeast corner of Boynton Beach Blvd. and Lyons Rd. (District 5)

D) Utility Concurrency Reservation Agreement with Atlantic Partners, LLC, #09-01080-000. The Agreement allows the Developer to demonstrate reservation of 41.6 Equivalent Residential Connections (ERC's) for potable water and wastewater capacity in order to obtain concurrency and proceed with the developmental approvals. The Development is located on the southeast corner of Atlantic Ave. and Lyons Rd. (District 5)

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 22nd day of July, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and **COBBLESTONE PLAZA AT BOYNTON, LLC**, a Florida limited liability company, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer plans to develop property located in Palm Beach County, Florida, as more fully described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, Developer does not own all portions of Property, but must demonstrate reservation of:

Potable Water Wastewater Reclaimed Water

capacity in Utility system ("Capacity") in order to obtain concurrency and proceed with the developmental approvals for the Property; and

WHEREAS, Utility warrants that Capacity, identified in terms of Equivalent Residential Connections (ERC) as defined in the Utility's Uniform Policies and Procedures Manual (UPAP), will be reserved for Developer for up to five (5) years upon execution of this Utility Concurrency Reservation Agreement ("UCRA") and payment of a Utility Concurrency Fee ("UCF"); and

WHEREAS, in the interest of public health and to encourage the use of central potable water, wastewater, and/or reclaimed water facilities, Utility desires to enter into this UCRA.

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

1. Developer certifies that he is currently under contract to purchase, or has an option to purchase, those portions of Property that he does not already own.
2. The Capacity reserved by this UCRA is temporary in nature and will expire in five (5) years of the date this UCRA is executed and the applicable UCF is paid.
3. This UCRA will not be recorded in the official Public Records against Property.
4. The UCF may be credited toward the Mandatory Agreement Payment (MAP) as defined in the UPAP and as required by Utility in order to obtain a Standard or Non-Standard Development Agreement (DA) on Property before the expiration of this UCRA. In the case of a rate increase after execution of this UCRA, additional MAP funds will be due at the time of entering into a DA. Once a DA has been entered into for Property, then this UCRA shall automatically expire.
5. Developer may assign his interests in and under this UCRA to a Successor Developer who meets the requirements in Section 1 above. Upon such assignment, (i) the assignee shall assume and be bound by all of the terms, conditions, duties, obligations and liabilities of and under this UCRA and become the "Successor Developer" hereunder; and (ii) Developer shall be released from all of the terms and conditions of this UCRA and have no further duty, obligation and/or liability hereunder. The assignment of this UCRA shall not extend the term of the original UCRA.

UCRA # 05-01117-000

The number and type of ERCs reserved through, and the UCF due upon submission of, this UCRA are:

Potable Water:	\$221.16 per ERC x	112.20 ERCs =	\$24,814.15
Wastewater:	310.44 per ERC x	112.20 ERCs =	\$34,831.37
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		UCF DUE	<u>\$59,645.52</u>

6. UCF payments are not refundable, not reimbursable, and not assignable except as identified above or as allowable in UPAP.
7. This UCRA must be converted to a DA prior to final site plan approval by Palm Beach County's Development Review Committee.
8. The UCRA's Approval Date shall be used to determine the DA's five-year expiration date if the UCF payment is credited against the DA's MAP.
9. Developer agrees that Utility shall be the sole and exclusive provider of retail and/or wholesale Potable Water, Wastewater, and Reclaimed Water service to the Property and that Developer shall not seek to obtain retail and/or wholesale Potable Water, Wastewater, or Reclaimed Water service for the property from another public or private utility service provider.
10. All notices concerning this UCRA shall be in writing and transmitted by mail or courier, and if to Developer, shall be mailed or delivered to Developer at:

And if to Utility, shall be mailed Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL.
11. 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 the Developer(s), 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.
12. 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 third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Morton Group Holdings, LLC..

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

Judy Provence

Judy Provence
Type or Print Name

By: Jim Stiles

County Administrator or Designee

Anna M Daniels

Anna M. Daniels
Type or Print Name

WITNESSES:

DEVELOPER:

Sandra Smith

Sandra Smith
Type or Print Name

By: [Signature]

Signature
MANAGER
Title

Isabel Quezada

Isabel Quezada
Type or Print Name

Bradley Morton

Typed or Printed Name

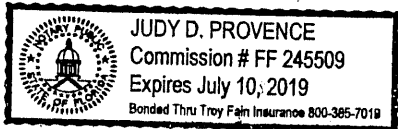
STATE OF Florida
COUNTY Palm Beach

NOTARY CERTIFICATE

The foregoing instrument was acknowledged before me this 6th day of July, 2016 by Bradley Morton. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary Judy D. Provence
Judy D. Provence
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]

County Attorney

WATER UTILITIES DEPARTMENT APPROVAL:

By: Debra Moxie

Director, Finance and Administration
PBC Water Utilities

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]

Assistant Director, Finance and Administration
PBC Water Utilities

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: TRACT "B", WEST BOYNTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104, PAGE 9, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM THE SOUTH 285.38 FEET OF THE WEST 234.91 FEET OF SAID TRACT B.

PARCEL 2: THE SOUTH 285.38 FEET OF THE WEST 234.91 FEET OF TRACT B, WEST BOYNTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104, PAGE 9, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ABOVE DESCRIBED PARCEL CONTAINS 668,125 SQUARE FEET/15.338 ACRES MORE OR LESS.

OK
07/07/16
G

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 22nd day of July, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and ATLANTIC PARTNERS, LLC, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer plans to develop property located in Palm Beach County, Florida, as more fully described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, Developer does not own all portions of Property, but must demonstrate reservation of:

Potable Water Wastewater Reclaimed Water

capacity in Utility system ("Capacity") in order to obtain concurrency and proceed with the developmental approvals for the Property; and

WHEREAS, Utility warrants that Capacity, identified in terms of Equivalent Residential Connections (ERC) as defined in the Utility's Uniform Policies and Procedures Manual (UPAP), will be reserved for Developer for up to five (5) years upon execution of this Utility Concurrency Reservation Agreement ("UCRA") and payment of a Utility Concurrency Fee ("UCF"); and

WHEREAS, in the interest of public health and to encourage the use of central potable water, wastewater, and/or reclaimed water facilities, Utility desires to enter into this UCRA.

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

1. Developer certifies that he is currently under contract to purchase, or has an option to purchase, those portions of Property that he does not already own.
2. The Capacity reserved by this UCRA is temporary in nature and will expire in five (5) years of the date this UCRA is executed and the applicable UCF is paid.
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5. Developer may assign his interests in and under this UCRA to a Successor Developer who meets the requirements in Section 1 above. Upon such assignment, (i) the assignee shall assume and be bound by all of the terms, conditions, duties, obligations and liabilities of and under this UCRA and become the "Successor Developer" hereunder; and (ii) Developer shall be released from all of the terms and conditions of this UCRA and have no further duty, obligation and/or liability hereunder. The assignment of this UCRA shall not extend the term of the original UCRA.

UCRA #09-01080-000

The number and type of ERCs reserved through, and the UCF due upon submission of, this UCRA are:

Potable Water:	\$221.16 per ERC x	41.60 ERCs =	\$9,200.26
Wastewater:	310.44 per ERC x	41.60 ERCs =	\$12,914.30
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		UCF DUE	<u>\$22,114.56</u>

6. UCF payments are not refundable, not reimbursable, and not assignable except as identified above or as allowable in UPAP.
7. This UCRA must be converted to a DA prior to final site plan approval by Palm Beach County's Development Review Committee.
8. The UCRA's Approval Date shall be used to determine the DA's five-year expiration date if the UCF payment is credited against the DA's MAP.
9. Developer agrees that Utility shall be the sole and exclusive provider of retail and/or wholesale Potable Water, Wastewater, and Reclaimed Water service to the Property and that Developer shall not seek to obtain retail and/or wholesale Potable Water, Wastewater, or Reclaimed Water service for the property from another public or private utility service provider.
10. All notices concerning this UCRA shall be in writing and transmitted by mail or courier, and if to Developer, shall be mailed or delivered to Developer at:

And if to Utility, shall be mailed Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL.

11. 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 the Developer(s), 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.

12. 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 third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Atlantic Partners, LLC.

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

WITNESSES:

PALM BEACH COUNTY

Judy Provence
Judy Provence
Type or Print Name

By: Jim Stiles
County Administrator or Designee

Anna M Daniels
Anna M. Daniels
Type or Print Name

WITNESSES:

DEVELOPER: Atlantic Partners LLC

Jason Jennings
JASON Jennings
Type or Print Name

By: [Signature]
Signature
Title Managing Member

Suzette F. Whalen
Suzette F. Whalen
Type or Print Name

Ross Feuring
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF Florida
COUNTY of Palm Beach

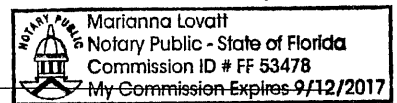
The foregoing instrument was acknowledged before me this 28th day of June, 2016 by ROSS FEURING. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary Marianna Lovatt

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT APPROVAL:

By: Debra Morist
Director, Finance and Administration
PBC Water Utilities

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Assistant Director, Finance and Administration
PBC Water Utilities

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 15, LESS THE NORTH 22.29 FEET THEREOF, PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 42 EAST.

SAID LANDS SITUATE IN THE PALM BEACH COUNTY, FLORIDA AND CONTAINING 213,434 SQUARE FEET (4.90 ACRES) MORE OR LESS.

OK
07/06/16
①