

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	(\$238,715)	<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	(\$238,715)	<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
Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No X

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: Delramo Vest

III. REVIEW COMMENTS

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

[Signature] 10/4/16
 OFMB ~~ex~~ 10/3 ~~ex~~ 10/4

[Signature] 10/17/16
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 10/19/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

Continued From Page 1

Background and Justification:

A) Utility Concurrency Reservation Agreement with M & M Realty Partners at Hagen Ranch, LLC, #05-01118-000. The Agreement allows the Developer located in the Northeast corner of Boynton Beach Blvd. and Hagen Ranch Rd. to demonstrate reservation of 35.2 Equivalent Residential Connections (ERC's) for potable water and wastewater capacity in order to obtain concurrency and proceed with developmental approvals. (District 5)

B) Standard Potable Water and Wastewater Development Agreement with Lennar Homes, LLC, #01-01247-000. The Agreement authorizes the Property Owner located south of Summit Blvd. and west of Ranchette Rd. to reserve 74.5 ERC's for both potable water and wastewater for five (5) years. (District 2)

C) Standard Potable Water and Wastewater Development Agreement with Westside Farms, Inc. and 7 T's Enterprises, Inc. #09-01079-000. The Agreement authorizes the Property Owners located on the northeast corner of Haverhill Rd. and Club Rd. to reserve 182.85 ERC's for both potable water and wastewater for five (5) years. (District 5)

D) Standard Potable Water and Wastewater Development Agreement with D.R. Horton, Inc., #01-01238-000. The Agreement authorizes the Property Owner located on the northeast corner of Clint Moore Rd. and State Rd. 7 to reserve 25.5 ERC's for both potable water and wastewater for five (5) years. (District 7)

E) Standard Potable Water and Wastewater Development Agreement with 441 Acquisition, LLC, #09-01078-000. The Agreement authorizes the Property Owner located east of and adjacent to State Rd. 7, and south of Atlantic Ave. to reserve 106.5 ERC's for both potable water and wastewater for five (5) years. (District 5)

F) Standard Potable Water and Wastewater Development Agreement with Pilot Travel Centers, LLC, #16-01001-000. The Agreement authorizes the Property Owner located on the northeast corner of US Highway 27 and NW 1st St. in South Bay to reserve 16.25 ERC's for both potable water and wastewater for five (5) years. (District 6)

G) Standard Potable Water and Wastewater Development Agreement with F.P. Dino, Inc., #03-01039-000. The Agreement authorizes the Property Owner located on the southeast corner of Lake Ida Rd. (S. of LWDD L-32 canal) and Via Flora to reserve 50 ERC's for both potable water and wastewater for five (5) years. (District 5)

H) Standard Potable Water and Wastewater Development Agreement with Summit School Property, LLC, #01-01246-000. The Agreement authorizes the Property Owner located approximately 600 feet east of Congress Ave. on the north side of Summit Blvd. to be reimbursed for the installation of an oversized lift station and wastewater pipe for wastewater, allowing future customers to have wastewater service. (District 2)

UTILITY CONCURRENCY RESERVATION AGREEMENT

THIS UTILITY CONCURRENCY RESERVATION AGREEMENT is made and entered into this 9th day of August, 2016 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility" and M & M REALTY PARTNERS AT HAGEN RANCH, LLC, hereinafter referred to as "Developers."

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 [X] Wastewater [X] 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 # 05-01118-000

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	35.20 ERCs =	\$7,784.83
Wastewater:	310.44 per ERC x	35.20 ERCs =	\$10,927.49
Reclaimed Water:	\$0.00 per ERC x	0.00 ERCs =	\$0.00
		UCF DUE	<u>\$18,712.32</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:

**1260 Shelton Road
Piscataway, NJ 08854**

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 M & M Partners..

13. Non-Discrimination Policy - The Developer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Developer has submitted to Utility a copy of its non-discrimination policy, which is consistent with the above paragraph, as contained in Palm Beach County Resolution R-2014-1421, as amended, or in the alternative, if Developer does not have a written non-discrimination policy, or one that conforms to the Palm Beach County policy, it has acknowledged through a signed statement provided to Utility that Developer will conform to Palm Beach County's non-discrimination policy as provided in R-2014-1421, as amended.

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:

Judy Provence
Judy Provence
Type or Print Name

Victor M. Ortiz
Victor M. Ortiz
Type or Print Name

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

WITNESSES:

Andrew Ullrich
ANDREW ULLRICH
Type or Print Name

Zach Todd
Zach Todd
Type or Print Name

DEVELOPER:

in a REALTY PARTNERS AT HAGEN RANCH, LLC

By: [Signature]
Signature

Title MANAGER

JACK MORRIS
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF New Jersey
COUNTY Middlesex

The foregoing instrument was acknowledged before me this 21st day of July, 2016 by Aliye K. Turner ~~Jack Morris~~. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

ALIYE K. TURNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/1/2019

Signature of Notary Aliye K. Turner

ALIYE TURNER
Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL:

By: Delora M. West
Director, Finance and Administration
PBC Water Utilities

APPROVED AS TO TERMS
AND CONDITIONS
BY: [Signature]
Assistant Director
Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION:

TRACTS 103, 104, LESS THE SOUTH 30.0 FEET THEREOF, AND THAT PORTION OF THE 30 FOOT ROAD RIGHT OF WAY LYING WEST OF TRACT 104, BLOCK 49, PALM BEACH FARMS COMPANY PLAT NO. 3, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT OF WAY FOR BOYNTON BEACH BOULEVARD (STATE ROAD NO. 804), AS DESCRIBED IN OFFICIAL RECORDS BOOK 6690, PAGE 1384 AND OFFICIAL RECORDS BOOK 6366, PAGE 721, AND LESS THAT PORTION OF TRACTS 103 AND 104, DESCRIBED AS PARCELS "A" AND "C", AS RECORDED IN OFFICIAL RECORDS BOOK 8898, PAGE 220.

PARCEL A:

PARCELS OF LAND IN TRACTS 103, 104, AND 105, BLOCK 49 OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "S" OF PALM ISLES, A P.U.D., AS RECORDED IN PLAT BOOK 67, PAGES 116 THRU 127, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING OF S.00°56'17"E., ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT "S", A DISTANCE OF 1.00 FOOT; THENCE S.89°03'17"W., ALONG THE NORTH RIGHT OF WAY LINE OF WEST BOYNTON BEACH BOULEVARD, A DISTANCE OF 174.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°03'17"W., ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 484.51 FEET TO THE WEST LINE OF SAID TRACT 104; THENCE N.00°56'17"W., ALONG SAID WEST LINE, A DISTANCE OF 565.12 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N.89°03'43"E., ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 31.91 FEET; THENCE S.02°52'10"E., A DISTANCE OF 225.24 FEET TO A LINE 39.50 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF TRACT 104; THENCE S.00°56'17"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 287.99 FEET; THENCE S.45°56'30"E. A DISTANCE OF 56.57 FEET TO A LINE 12.00 FEET NORTH OF AND PARALLEL WITH THE SAID NORTH RIGHT OF WAY LINE OF WEST BOYNTON BEACH BOULEVARD; THENCE N.89°03'17"E., ALONG SAID PARALLEL LINE A DISTANCE OF 355.74 FEET; THENCE S.77°15'17"E., A DISTANCE OF 50.70 FEET TO THE POINT OF BEGINNING; TOGETHER WITH PARCEL C, DESCRIBED AS FOLLOWS:

PARCEL C:

A STRIP OF LAND 30.00 FEET IN WIDTH FOR ROAD RIGHT OF WAY PURPOSES BEING A PORTION OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, PALM BEACH COUNTY PUBLIC RECORDS, SITUATE IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE 30.00 FOOT ROAD RIGHT OF WAY LYING BETWEEN TRACTS 104 AND 105, BLOCK 49, AS SHOWN ON THE PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE SOUTH 95.00 FEET THEREOF.

(THE ABOVE DESCRIBED PARCEL C BEING A PART OF THE LAND QUIT CLAIMED TO WILLIAM MAZZONI BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 8746, PAGE 534 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA).

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA. CONTAINING 345,304 SQUARE FEET/7.9271 ACRES, MORE OR LESS.

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OK
07/25/2016
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