PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	September 12, 2017	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Facilities Development		[] I done Hearing
,			
	I. EX	ECUTIVE BRIEF	
End Association, I		t corporation ("HOA	greement with Palm Shores at Gables ") to release the HOA's interest in a
which runs betwee adjacent residentia 1119), which will the civic site. The receiving consents HOA delivers a dethe County to plar residential parcel difficult to value the appraisal valuing the space buffer was with accept. Without ransaction must background and strip are required combined land are the adjacent resideminimize the improvements.	n a 2.2 acre County owned I parcel. The County is a be used to accommodate recounty will pay the HOA from the HOA for all developed conveying the HOA's interest landscaping on the remarkable which will allow for greate the rights that the County was buffer strip at \$30,000 and alued at \$80,000. Regardle to the buffer strip, the County of the approved by a super notation. The combination order to provide sufficient, there is a need to utilize the ential parcels' view of the	civic site on White Funder contract to pure tention and allow for A \$60,000 for release elopment approvals renterest in the buffer stainder of the HOA's er utilization of the civil be acquiring under the right to plant lates of value, this is the anty would be unable to the HOA's buffer to extract the HOA's buffer to the two story Fire State and the Board of	open space buffer (the "buffer strip") eather Trail in Boynton Beach and an chase the residential parcel (R2017-r development of the Fire Station on to of the buffer strip upon the County equired to develop the Station and the trip. This Agreement will also allow sopen space buffer surrounding the ivic site and residential parcel. It is ter this agreement. Staff obtained an endscaping within the remaining open the least amount the HOA was willing to develop the Fire Station. This (PREM) District 3 (HJF) Tall parcel, the civic site and the buffer lop the Fire Station. Even with the plant landscaping which will shield ion. Every effort is being made to Directors of the HOA have been
	Con	tinued on Page 3	
2. Agre	tion Map ement et Availability Statement		
Recommended By	: The Human Departmen	MINF nt Director	9 1 17 Date
Approved By:	County Ac	Marie de la company de la comp	9/15/17 Date

II. FISCAL IMPACT ANALYSIS

Fise	cal Years	2017	2018	2019	2020	2021
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County		<u>60,000</u>				
NE	T FISCAL IMPACT	60,000				
	DDITIONAL FTE SITIONS (Cumulative)		,			
Is I	tem Included in Currer	nt Budget: Y	es <u>X</u>	No		
Buc	lget Account No: Fu	D	Dept <u>441</u>	Unit <u>F107</u>	Object	<u>6501</u>
В.	Recommended Source Impact Fees \$60,000 Fixed Asset Number		ımmary of Fis	scal Impact:		
C.	Departmental Fiscal	Review:				
		III. <u>RE</u>	VIEW COM	MENTS		
A.	OFMB Fiscal and/or	Contract Deve	An	nments:	Control	77/17
В.	Legal Sufficiency: Assistant County Attor	9/7/17 rney				
C.	Assistant County Attor Agricument not un AGA at time of Other Department R	CAO review eview:				
	Department Director					

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

 $G: \label{lem:local} G: \label{lem:local} AGENDA \ \ 2017 \ \ HOA \ \ Agreement. docx$

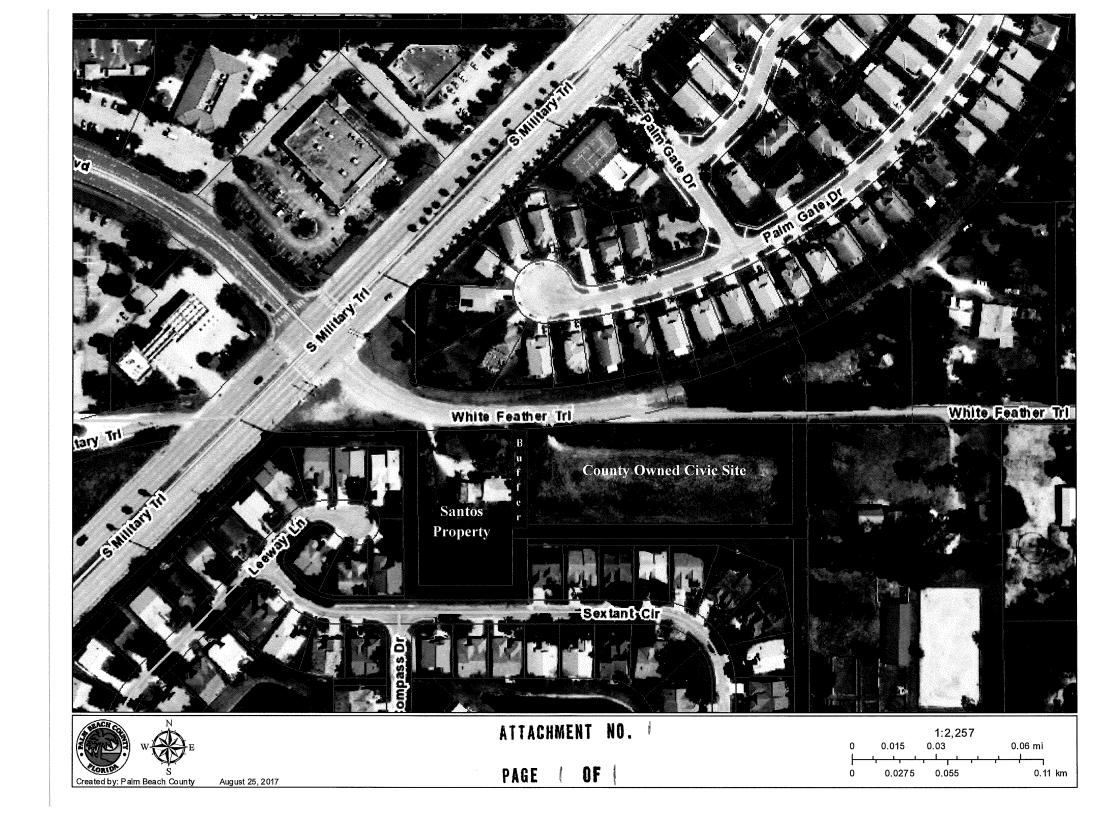
Page 3

Background and Justification Cont'd. The HOA Board knows that the County could not develop the Station without the HOA's cooperation and assistance. Staff believes that the terms requested by the HOA are reasonable.

It is arguable whether an appraisal of the buffer strip is required by the PREM Ordinance as Staff's position is that the County is only purchasing an easement. Notwithstanding, Staff obtained an appraisal which valued the buffer strip at \$30,000 and the right to plant landscaping within the remaining open space buffer at \$80,000.

Material terms of this Agreement include:

- Purchase price: \$60,000
- HOA to consent to any required zoning and development approval applications
- HOA will allow County to install additional landscaping on the HOA's open space buffer
- Each party shall maintain the landscaping on their side of the wall
- County will be responsible for maintaining the structural integrity of the wall along the south side of the civic site.



AGREEMENT

THIS AGREEMENT is made and entered into on ______, by and between Palm Shores At Gables End Association, Inc., a Florida corporation, not-for-profit (formerly known as Palm Shores at Gables End Homeowners Association, Inc. and Windward Patios Association, Inc.) ("HOA"), and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County").

WHEREAS, the County owns a 2.22 acre civic site within the Windward Palm Beach P.U.D. as such civic site is legally described in Exhibit "A" attached hereto (the "Civic Site"), upon which County intends to develop a fire rescue station;

WHEREAS, in order to develop the station, it is necessary to acquire an adjoining .98 acre residential parcel (the "Additional Property") to accommodate the retention requirements of Military Trail which are currently satisfied on the Civic Site;

WHEREAS, the HOA holds title to an easement for a 25' wide open space buffer which runs between the Civic Site and the Additional Property as said easement is legally described in Exhibit "B", (the "Easement");

WHEREAS, the Easement must be released in order to facilitate development of the fire station;

WHEREAS, in order to induce the HOA to release said Easement, the County has agreed to pay the HOA the sum of \$60,000, to install landscaping and to maintain the structural integrity of the portion of the existing wall running parallel to Lots 49 thru 54 within the PUD.

WHEREAS, the HOA has agreed to release the Easement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of \$10, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged; the Parties hereto hereby agree as follows:

- 1. The facts set forth above are true and correct.
- 2. The County shall pay the HOA \$60,000 at such time as HOA signs such consent forms as are required for County to submit applications for its required development approvals for the fire station as provided in paragraph 3 below, and the HOA delivers to County a Quit Claim Deed conveying all of the HOA's right title and interest in and to the Easement.
- 3. If required for County's development of the fire station, the HOA will consent to: i) the County modifying the Master Plan for the PUD to add the additional Property into the PUD, and ii) a rezoning of the Additional Property and Civic Site to PUD or PO (Public Ownership) to allow for development of a fire rescue station in accordance with the conceptual site plan attached hereto as Exhibit "C". In the event that County does not develop the fire station, then County shall rezone the properties back to their original zoning classifications.
- 4. The HOA will allow the County to install, and the County agrees to install, landscaping within the 25′ open space buffer (not including the Easement) in accordance with the plans and specifications attached here to as Exhibit "D". County shall also install landscaping within the 15′ landscape area along the north side of the existing 6′ high wall within the Civic Site (the "Wall") in accordance with the plans and specifications attached hereto as Exhibit "D". Each party shall have the responsibility to maintain at their cost and expense all landscaping which is on their side of the Wall. County shall have no responsibility for maintenance of landscaping within the 25′ open space buffer.
- 5. County agrees to maintain the structural integrity and to correct any structural deficiencies of the Wall, including replacement if required. Each party shall maintain and repair their side of the Wall, including pressure cleaning, painting and plastering.
- 6. County shall develop the fire station in accordance with the conceptual site plan attached hereto as Exhibit "C". Any material changes to the conceptual site plan or the landscaping plans and specifications shall be submitted to HOA for HOA's prior review and approval.

- 7. The HOA 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.
 - HOA has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the HOA does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that HOA will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.
- 8. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their respective successors and permitted assigns and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
- 9. Palm Beach County has established the Office of the Inspector General. 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 audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.
- 10. As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, HOA certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder,

have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, HOA and the County have caused this Agreement to be executed as of the date first set forth above.

	Association, Inc , a Florida not-for-profit corporation
	By:Mike Tomasik, President
	(CORPORATE SEAL)
STATE OF FLORIDA COUNTY OF_PALM BEACH	
to me, or has producedexecuted the foregoing instrument as Pres Association, Inc., and severally acknowle	, who is personally knownas identification, and who sident of Palm Shores at Gables End edged to and before me that he executed such any, and that said instrument is the free act and
Witness my hand and official seal this	_day of, 20
	Notary Signature
(Stamp/Seal)	Notary Public State of
(- · · · · 1 · · · · · ·)	Print Notary Name
	Commission Number My Commission Expires:

Attest:	COUNTY:
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Paulette Burdick, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:	By:
Assistant COUNTY Attorney	Department Director

G:PREM/Dianne/Fire Station 41/HOA Agreement

EXHIBIT "A"

CIVIC SITE, TRACT C, PLAT OF "WINDWARD PALM BEACH (A P.U.D.)", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 75 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,

G:\PREM\Dev\Open Projects\FS #41 - Whitefeather Tr\EXHIBIT A.docx

Exhibit "B"

THAT PORTION OF TRACT B, AS RECORDED IN PLAT OF "WINDWARD PALM BEACH (A P.U.D.)", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 75 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PARCEL:

CIVIC SITE, TRACT C, PLAT OF "WINDWARD PALM BEACH (A P.U.D.)", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 75 THROUGH 79, INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 23 FEET.

Note: This legal description may be replaced prior to closing with a metes and bounds legal description.

G:\PREM\Dev\Open Projects\FS #41 - Whitefeather Tr\Exhibit A -HOA Agreement.docx

EXHIBIT "C"

CONCEPTUAL SITE PLAN

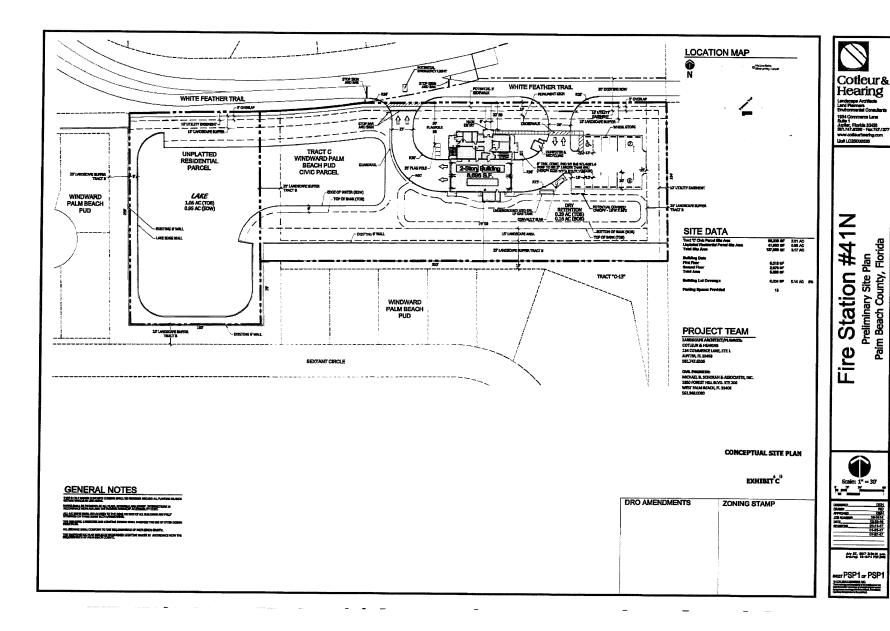
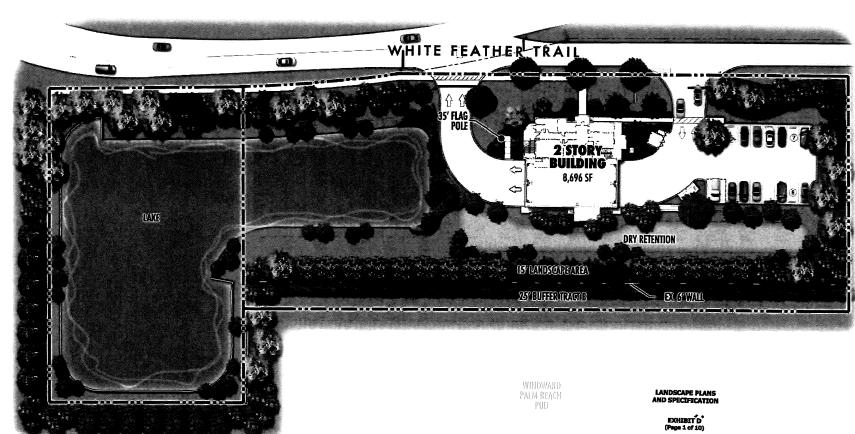


EXHIBIT "D"

Landscape Plans and Specifications

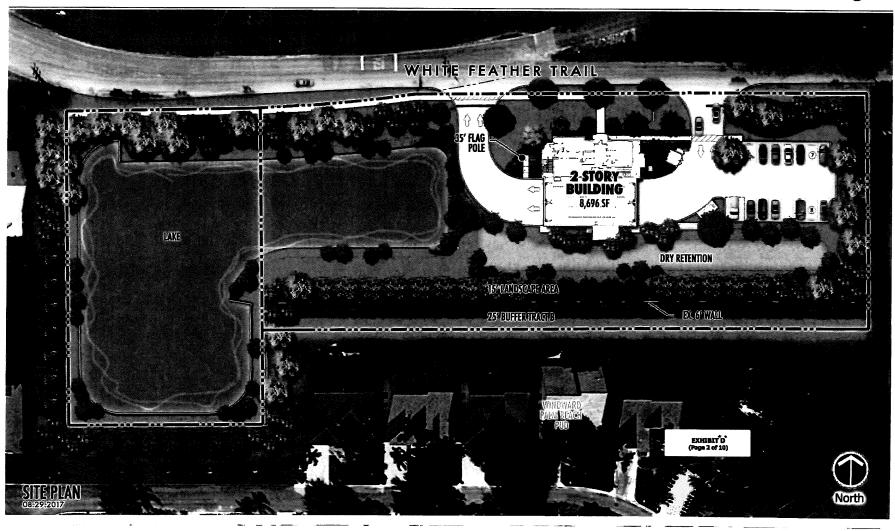




SITE PLAN

North

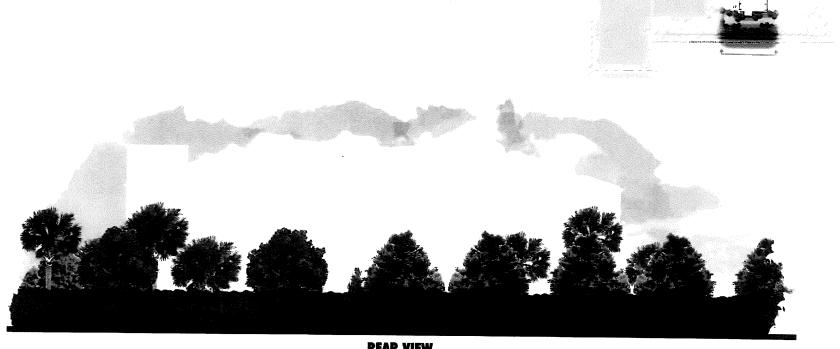












REAR VIEW

EXHIBIT D' (Page 4 of 10)

LANDSCAPE BUFFER ELEVATION





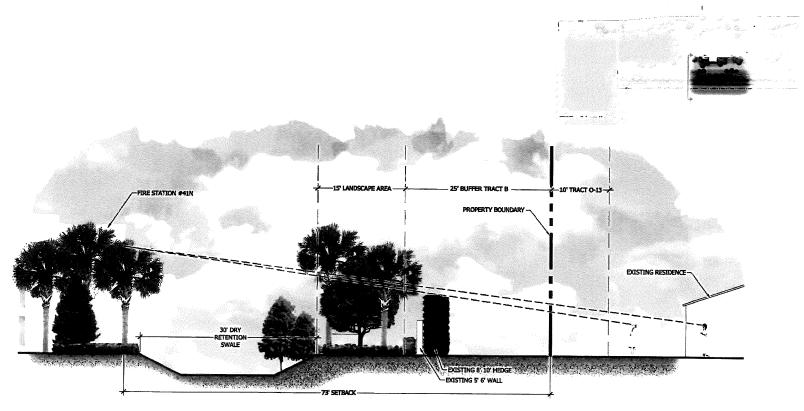


REAR VIEW YEAR 3

EXHIBIT D (Page 5 of 10)

LANDSCAPE BUFFER ELEVATION
08 18.2017



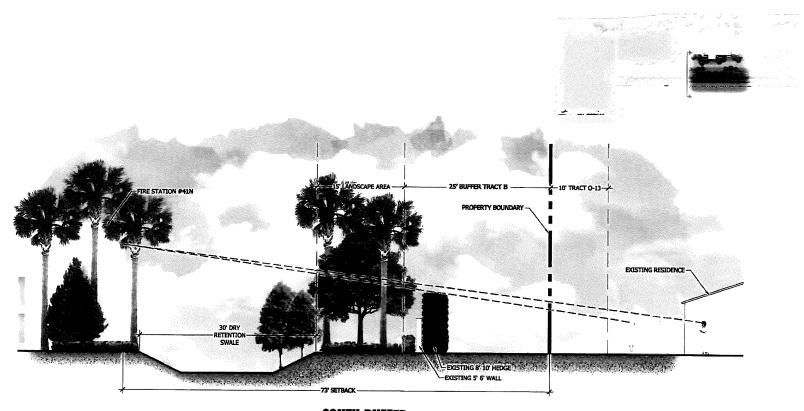


SOUTH BUFFER

EXHIBIT D (Page 6 of 10)

LANDSCAPE BUFFER CROSS SECTION

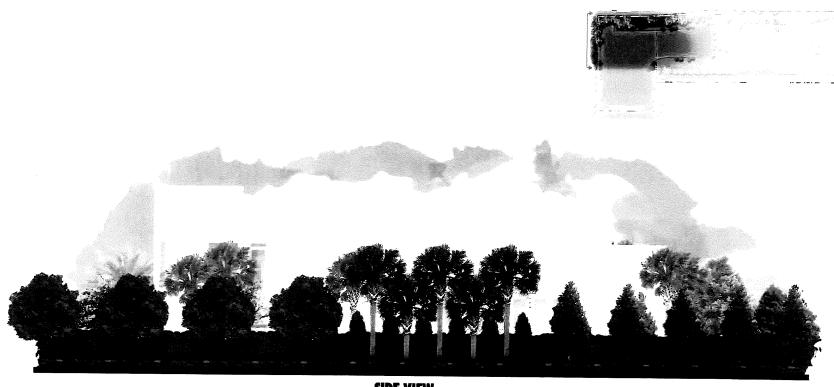




SOUTH BUFFER YEAR 3

EXHUBIT D' (Page 7 of 10)

LANDSCAPE BUFFER CROSS SECTION

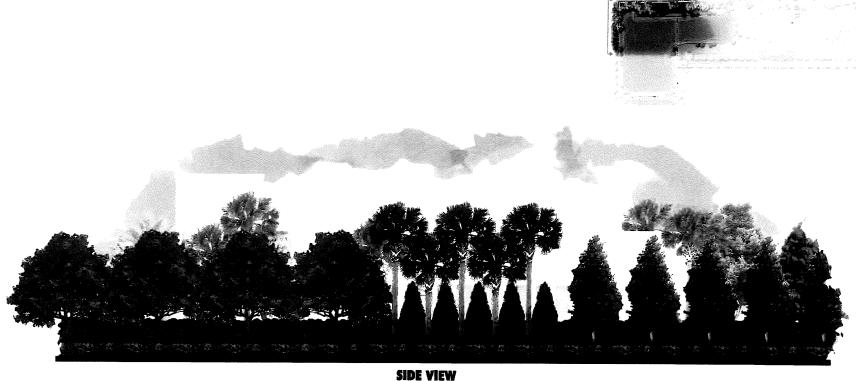


SIDE VIEW

LANDSCAPE BUFFER ELEVATION

EXHIBIT D (Page 8 of 10)





SIDE VIEW YEAR 3

EXHIBIT D (Page 9 of 10)

LANDSCAPE BUFFER ELEVATION
08.18,2017



FIRE STATION #41N

ESTIMATED LANDSCAPE COSTS PROPOSED LANDSCAPE DESIGN WITH INCREASED WEST AND SOUTH BUFFER TREE SIZES 5/18/2017

QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS	UNIT COST	SUB-TOT.
CANOPY							100-1011
1	ACER RUBRUM	RED MAPLE	12' x 5', 2.5" CAL.	A.S.	FULL CANOPY	\$ 225.00	\$ 225.00
2	BURSERA SIMARUBA	GUMBO LIMBO	12' x 5', 2.5" CAL.	A.S.	FULL CANOPY	\$ 275,00	\$ 550.00
14	CALOPHYLLUM BRASILIENSE	Brazilian Beautyleaf	16'-18', 4-5" CAL.	A.S.	FULL CANOPY, 4' C.T. MIN.	\$ 950.00	\$ 13,300.00
5	ELAEOCARPUS DECIPIENS	Japanese Blueberry	12' x 5', 2.5" CAL.	A.S.	FULL CANOPY	\$ 250.00	\$ 1,250,00
11	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	16'-18', 4-5" CAL.	A.S.	FULL CANOPY	\$ 950.00	\$ 10,450.00
7	ILEX 'EAGLESTON'	EAGLESTON HOLLY	16'-18', 4-5" CAL.	A.S.	FULL CANOPY	\$ 950.00	\$ 6,650.00
5	JUNIPERUS VIRGINIANA SILICICOLA 'BRODIE'	BRODIE CEDAR	14'-16'	A.S.	FULL CANOPY	\$ 750,00	
1	LAGERSTROEMIA INDICA	CREPE MYRTLE 'RED'	#30, 10'-12' OA	A.S.	FULL CANOPY, LIMB-UP 3'	\$ 180.00	\$ 3,750.00
1	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE FORM	8' O.A./7' SPRD.	A.S.	FULL CANOPY, LIMB UP 4', MULTI-STEM	\$ 350.00	\$ 180.00
1	PINUS ELLIOTII DENSA	SO, FLORIDA SLASH PINE	12' x 5', 2.5" CAL.	A.S.	FULL CANOPY	\$ 250.00	\$ 350.00
5	PINUS ELLIOTII DENSA	SO, FLORIDA SLASH PINE	8'-10' OA	A.S.	FULL CANOPY	\$ 175.00	\$ 250.00
19	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" CAL.	A.S.	FULL CANOPY, 5' C.T. MIN.	\$ 325.00	\$ 875.00
10	QUERCUS VIRGINIANA	LIVE OAK	16'-18', 4-5" CAL.	A.S.	FULL CANOPY, 5' C.T. MIN.	\$ 950.00	\$ 6,175.00
1	TABEBUIA CARAIBA	SILVER TRUMPET TREE	12' x 6', 3" CAL.	A.S.	FULL CANOPY, CHARACTER SPECIMEN		\$ 9,500.00
8	TAXODIUM DISTICHUM	BALD CYPRESS	12' x 5', 2.5" CAL.	A.S.	FULL CANOPY	\$ 230.00	\$ 230.00
27	TAXODIUM DISTICHUM	BALD CYPRESS	8'-10' OA	A.S.	FULL CANOPY	\$ 230.00	\$ 1,840.00
PALMS				, , , , , , , , , , , , , , , , , , , ,	TOLE GREAT	\$ 175.00	\$ 4,725.00
3	PHOENIX SYLVESTRIS	WILD DATE PALM/SYLVESTER	8' G.W. / 11'C.T.	A.S.	FULL, SINGLE STEM	\$ 2,700.00	± 0.100.00
55	SABAL PALMETTO	SABAL PALMETTO	10', 14', 18' CT, STGG.	A.S.	SLICK TRUNKS	\$ 160.00	\$ 8,100.00
MEDIUM	AND LARGE SHRUBS				TEST INCIDE	3 100.00	\$ 8,800.00
265	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	#3, 24" x 24"	2 O.C.	FULL & THICK	\$ 10.00	4 3 550 00
288	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	#7, 36" X 36"	2.5' O.C.	FULL & THICK	\$ 35.00	\$ 2,650.00
216	SCHEFFLERA ARBORICOLA 'TRINETTE'	DWARF VARIEGATED SCHEFFLERA	#3, 24" x 24"	2 O.C.	FULL	\$ 10.00	\$ 10,080.00
175	EUGENIA FOETIDA	SIMPSON'S STOPPER	#7, 36" X 36"	2.5' O.C.	FULL & THICK	\$ 10.00	\$ 2,160.00
	TRUBS AND GROUNDCOVERS				TOEL OF THEORY	\$ 10.00	\$ 1,750.00
1892	CHRYSOBALANUS ICACO 'HORIZONTALIS'	DWARF COCOPLUM	#3, 12" x 12"	2' O.C.	FULL & THICK	\$ 10.00	\$ 18,920.00
1810	ILEX VOMITORIA 'STOKES DWARF'	DWARF YAUPON HOLLY	#3, 12" x 12"	2' O.C.	FULL & THICK	\$ 10.00	
390	JASMINUM SIMPLICIFOLIUM/VOLUBILE	WAX JASMINE	#3, 18" x 18"	2' O.C.	FULL & THICK	\$ 10.00	\$ 18,100.00
536	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	#3, 18" x 18"	18" O.C.	FULL & THICK	\$ 10.00	\$ 3,900.00
437	SPARTINA BAKERI	SAND CORDGRASS	#1, 12" x 12"	18" O.C.	FULL & THICK	\$ 5.50	\$ 5,360.00
73,656	(S.F.) PASPALUM NOTATUM	S.F. BAHIA SOD	IN RETENTION AREA		SEE SPECS		\$ 2,403.50
5,132	(S.F.) STENOTAPHRUM SECUNDATUS	S.F. ST. AUGUSTINE SOD			SEE SPECS	\$ 0.26	\$ 19,150.56
					ESTIMATED LANDSCAPE COST	\$ 0.30	\$ 1,539.60
					ELIZABLE DAIDOCALE COST		163,213.66
SOIL, MUL	CH AND LANDSCAPE INCIDENTIALS				ESTIMATED INCIDENTIALS COST (12%)		10 505 64
					IN THE PRODUCTION COST (1270)		19,585.64
IRRIGATIO	N				ESTIMATED IRRIGATION COST		25,000.00
							23,000.00
					TOTAL ESTIMATED LANDSCAPE COST		207,799.30
							207,733.30

EXHIBIT D (Page 10 of 10)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8-25-17		REQUESTED BY: Peter I	PHONE: 561-233-0217 FAX: 561-233-0210				
PROJECT TITLE: Fire Station	#41			PROJECT NO.:			
ORIGINAL CONTRACT AMO	ÚNT: \$			BCC RESOLUTION#:			
REQUESTED AMOUNT: \$ 60,	00.00			DATE:			
CSA or CHANGE ORDER NUI	MBER:						
CONSULTANT/CONTRACTO	R:						
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Funding to purchase Palm Shores at Gables End Association, Inc.'s (HOA) interest in a 25' strip of land lying between Windward PUD civic site Tract C and proposed Santos property purchase for the development of Fire Rescue Station #41.							
CONSTRUCTION VENDOR SERVICES \$60,000.00 STAFF COSTS** EQUIP. / SUPPLIES CONTINGENCY							
TOTAL		\$60,000.00					
** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.							
BUDGET ACCOUNT NUMBER:							
FUND: 3704 DEPT:	441	UNIT: F107	OBJ: SUB O				
IDENTIFY FUNDING SOUR	CE FO	R EACH ACCOUNT: (cho	eck <u>all</u> that a	pply)			
☐ Ad Valorem (source/type:)				
□ Non-Ad Valorem (source/type:							
☐ Grant (source/type:)							
☐ Park Improvement Fund (source/type:)							
☐ General Fund		☐ Operating Budget	☐ Fede	ral/Davis Bacon			
		_ 🗆	0				
SUBJECT TO IG FEE? Department: FIRE RESCUE							
BAS APPROVED BY: Michael (Markey DATE 08/25/2017							
ENCUMBRANCE NUMBER:							

U:\mmartz\CAPITAL\Station 41 Replacement\BAS - HOA interest in 25' strip.docx