

5F-1

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 07/10/2018

[] Consent [X] Regular
[] Public Hearing

Department

Submitted By: Financial Management & Budget

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Authorize the Impact Fee Manager to use an amended version of the standard form school declaration and restrictive covenant for a special transaction with Gulfstream Goodwill Industries, Inc.

Summary: Gulfstream Goodwill Industries, Inc. was awarded a grant by the Florida Housing Finance Corporation (FHFC) to acquire land and develop affordable housing for persons with developmental disabilities. The development known as The Home at Tamarind will be located at 2100 N. Tamarind Avenue in West Palm Beach and will be designed to house a maximum of ten (10) residents containing six (6) individual units with each unit having one bedroom and one bathroom. Gulfstream Goodwill Industries is seeking a school impact fee exemption because occupancy rules will require residents to be at least eighteen years old and no longer attending public schools. Article 13 of the Unified Land Development Code allows for a school impact fee exemption provided the proposed development has no impact on the school system and a declaration and restrictive covenant is executed. The standard form of the declaration and restrictive covenant was designed for senior housing development (55-years and older-adult communities). Approval of the motion will authorize the Impact Fee Manager to execute an amended version of the school declaration and restrictive covenant customized especially for The Home at Tamarind.

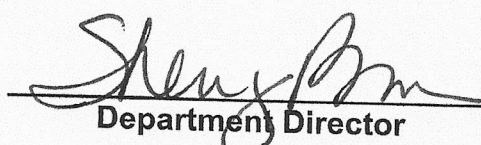
The Department of Housing and Economic Sustainability Agenda Item 5C-6 is a companion item. District 7 (LB)

Background and Policy Issues: The Board of County Commissioners authorized the Impact Fee Manager to use and execute a standard form declaration and restrictive covenant for senior housing development (55-years and older-adult communities) seeking a school impact fee exemption. The standard form declaration and restrictive covenant grants an exemption from school impact fees provided the development continues to fall under the exemption to the Fair Housing Act and continues to exclude from the community any child nineteen years of age or younger except for a period not to exceed a total of sixty days per calendar year. The amended form declaration and restrictive covenant grants a school impact fee exemption provided The Home at Tamarind continues to serve as a Non-Shared Housing Unit project for persons with developmental disabilities and prohibits children less than eighteen years of age except for a period not exceed a total of 60 days per calendar year.

Attachments:

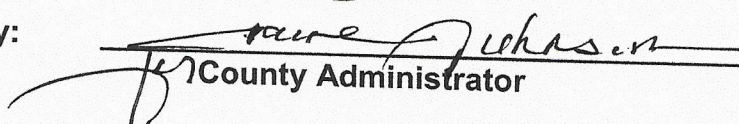
1. Amended Form School Impact Fee Declaration and Restrictive Covenant

Recommended by:


Department Director

6/26/18
Date

Approved by:


County Administrator

6/27/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Reporting Category _____

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

C. Departmental Fiscal Review:

Hallie M. Swope
6/14/18 6.13.2018

III. REVIEW COMMENTS

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

Sharon P. ...
RP 6/18
OFMB

Ann S. Jacobson
6/18/18
Contract Development and Control

B. Legal Sufficiency:

Sean B. ...
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.



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Planning, Zoning & Building
2300 BUILDING
2300 N. Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5025

**DECLARATION OF RESTRICTIVE COVENANT REGARDING
SCHOOL IMPACT FEE
(PLEASE READ CAREFULLY AND TYPE INFORMATION IN THE BLANK SPACES)**

This Declaration of Restrictive Covenant (hereinafter referred to as "Declaration"), is executed this ____ day of _____, 20____, by Gulfstream Goodwill Industries, Inc., its corporate successors and assigns (hereinafter referred to as "Owner"), and by Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County").

RECITALS

WHEREAS, County is empowered and authorized to calculate and assess the Fair Share Contribution for School Impact Fees pursuant to Article 13 of the Unified Land Development Code (ULDC) and the laws of the State of Florida; and,

WHEREAS, Owner is the owner in fee simple of the real property described in EXHIBIT "A" attached hereto and made a part hereof, and intends to develop all or portions thereof, once committed to land use hereunder, as part of a planned community known as The Home at Tamarind; and

WHEREAS, Owner intends to establish a Non-Shared Housing Units project which are Supportive Living Units in which a person with a Developmental Disability receives Supported Living Services. The Development is designed to house a maximum of six (6) residents containing six (6) individual units with six (6) one-bedroom, one-bathroom units. Total occupancy of the Development shall be limited to



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no more than ten (10) residents. One hundred percent (100%) of the units in the Development must be occupied by, or set aside and made available for occupancy by Persons with Developmental Disabilities and will be Supported Living Units. As such one hundred percent (100%) of the residents will be Persons with Development Disabilities who are determined by the Florida Agency for Persons with Disabilities to be eligible to receive Supported Living Services. Supported Living Services, is the provision of supports necessary for a Person with Developmental Disabilities, who is at least 18 years old, to establish, live in and maintain a home of their choosing in the community. Consequently, there will be no residents of the community less than eighteen years of age, except for a period of time not to exceed a total of sixty days per calendar year. All residents will be subject to the following income limitations. At least three (3) units of the Development's six (6) units shall be occupied by, or set aside and made available for occupancy by, Persons with Developmental Disabilities (as determined at the time of initial occupancy), classified as being Extremely Low Income ("ELI") with incomes equal to or below thirty percent (30%) of the area median income (as determined at the time of initial occupancy), in accordance with applicable HUD requirements. The Development's three (3) remaining units shall be occupied by, or set aside and made available for occupancy by Persons with Developmental Disabilities (as determined at the time of initial occupancy), with incomes equal to or below sixty percent (60%) of the area median income (as determined at the time of initial occupancy), in accordance with applicable HUD requirements; and



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WHEREAS, Article 13.A.6.F.3 of the ULDC empowers the Impact Fee Manager to require a covenant running with the land to be executed and recorded on the Owner's land to ensure compliance.

NOW THEREFORE, in consideration of the County's grant of adjustment of the applicable impact fee amount and the promises made by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto do covenant and agree as follows:

1. Recitals—The recitals contained above are true and correct and incorporated herein by reference.

2. Impact Fee Adjustment—County agrees to grant an exemption from the school impact fees provided The Home at Tamarind continues to serve as a Non-Shared Housing Units project in which a person with a Developmental Disability receives Supported Living Services and continues to exclude any child less than eighteen years of age except for a period not to exceed a total of sixty days per calendar year.

3. Purpose of this Declaration—The general purpose of this Declaration is to ensure that Gulfstream Goodwill Industries, Inc. will continue to require that all residents of the Home at Tamarind be Persons with Developmental Disabilities of at least eighteen years of age and older except for a period not to exceed a total of sixty days per calendar year and the Home at Tamarind continues to serve as a Non-Shared Housing Units project.



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4. Restrictions—The Owner hereby covenants and agrees and acknowledges that in the event Gulfstream Goodwill Industries, Inc., shall allow children less than eighteen years of age to reside in The Home at Tamarind for a period in excess of a total of sixty days per calendar year, the impact fee exemption granted herein shall be removed, and the exempted fees shall immediately become due and owing based upon the appropriate impact fee rate in effect at the time of the removal .

5. Effectiveness of Declaration—Within fourteen (14) days after the parties have approved and executed this Declaration, the Owner shall record this Declaration with the Clerk of the Circuit Court, Palm Beach County, Florida. The terms of this Declaration shall be effective on the date of recording.

6. Enforcement—It is expressly understood and agreed that the terms of this Declaration shall be binding upon and shall inure to all successors in interest to the parties to the Declaration, and shall run with the land. The parties to this Declaration may institute any proceedings at law or equity against any person violating or threatening to violate the same or against any person allowing a violation to take place. Failure by the Owner, or the County, or other such party to continue to object to the violation or to enforce any term of this Declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to another occurring prior to or subsequent thereto. All expenses incurred in enforcing the provisions of this Declaration, including costs of suits and reasonable attorney's fees, shall be payable to the prevailing party.



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7. Right to Modify—The Owner and County hereby expressly reserve the right to annul, waive, amend, rescind or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein as to all or any part of The Home at Tamarind by written agreement by Owner (or their heirs, successors and assigns) and County. All instruments executed for the purposes of annulling, waiving, amending, rescinding, or modifying any of the covenants, agreements, provisions and restrictions of this instrument shall be recorded in the Public Records of Palm Beach County, Florida. No such changes or amendments of any kind shall be made except as herein provided. No party shall have the right to unilaterally make any such change or agreement.

8. Entire Agreement—This instrument represents the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this instrument may be added to, modified, superseded or otherwise altered except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the Owner has executed this Declaration the day and year first above written.

WITNESSES

OWNER

Typed or Printed Name

Typed or Printed Name



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Telephone #

Typed or Printed Name

Petition #

PR #

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same under the authority duly vested in him.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

The terms and conditions of the foregoing Declaration of Restrictive Covenant Regarding School Impact Fees, to the extent the same are binding on Palm Beach County, are hereby accepted by the undersigned on behalf of Palm Beach



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County as its duly authorized representative this ____ day of _____, 20____.

WITNESSES

PALM BEACH COUNTY, FLORIDA

Typed or Printed Name

Willie M. Swoope
Impact Fee Manager
Telephone #: (561) 233-5025

Typed or Printed Name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same under the authority duly vested in him.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of _____, 20____.



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NOTARY PUBLIC

My Commission Expires:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Leonard Berger
Assistant County Attorney



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**LEGAL DESCRIPTION
EXHIBIT "A"**



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LEGAL DESCRIPTION

EXHIBIT "B"

SITE MAPS

PLEASE SHADE PARCELS TO BE EXEMPTED

[when less than the entire Project is age restricted]