

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2025 | 2026 | 2027 | 2028 | 2029 |
|---|------------------|-----------------|------------------|--------------------|----------|
| Capital Expenditures | \$938,835 | 0 | 0 | 0 | 0 |
| Operating Costs | 0 | 0 | 0 | 0 | 0 |
| External Revenues | 0 | 0 | 0 | 0 | 0 |
| Program Income (County) | 0 | 0 | 0 | 0 | 0 |
| In-Kind Match County | 0 | 0 | 0 | 0 | 0 |
| NET FISCAL IMPACT | \$938,835 | 0 | 0 | 0 | 0 |
| # ADDITIONAL FTE POSITIONS (Cumulative) | 0 | 0 | 0 | 0 | 0 |
| Budget Account No.: | Fund 4011 | Dept 721 | Unit W019 | Object 6547 | |

Is Item Included in Current Budget? Yes X No

Is this item using Federal Funds? Yes No X

Is this item using State Funds? Yes No X

Reporting Category N/A

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

One (1) time expenditure from user fees, connection fees and balance brought forward.

C. Department Fiscal Review: *Joony Soeman* GE

III. REVIEW COMMENTS

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

| | | |
|---|---|--|
| <p><u><i>Mark Cheng</i></u> 10/25/24 OFMB</p> | <p><u><i>JJA</i></u> 10/25 DA 10/25</p> | <p><u><i>Travis Mack</i></u> 10/25/24 Contract Development and Control</p> |
|---|---|--|

B. Legal Sufficiency:

[Signature] 10/29/24
Assistant County Attorney

C. Other Department Review:

Department Director

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of November, 2024, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "County," and Mattamy Palm Beach, LLC, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner is in the process of constructing certain utility improvements to serve the "Forest Oaks PUD" property located south of Lake Worth Road between Charleston Street and Lucerne Lakes Blvd. (the "Property"); and

WHEREAS, as part of the utility construction project, County desires for the Property Owner to design, permit and abandon a 24" water main and appurtenances along the southern boundary of Pod A, design, permit and abandon the existing 20" force main, and design, permit and construct a new 20" force main and appurtenances north of the existing force main within the subject property (the "Water and Sanitary Sewer Improvements"); and

WHEREAS, in addition, the Property Owner will install a new 12" water main as part of the development at no cost to the County; and

WHEREAS, following completion of construction, County desires to reimburse the Property Owner for the costs of the Water and Sanitary Sewer Improvements; and

WHEREAS, design, permitting, abandonment, and construction of the Water and Sanitary Sewer Improvements by the Property Owner is beneficial to the County and the public as it will save the County both time and money, as Property Owner's contractor is already mobilized in the area due to the construction of facilities to serve the Property, and the design, permitting, abandonment, and construction of the Water and Sanitary Sewer Improvements can easily be integrated into the Property's site development.

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

1. **Recitals.** The foregoing statements are true and correct and are incorporated herein by specific reference.
2. **Construction of Water and Sanitary Sewer Improvements.** Property Owner shall design, permit, abandon, and construct, or cause others to do so, the Water and Sanitary Sewer Improvements. The Water and Sanitary Sewer Improvements are more specifically described in **Exhibit "A"**, which is attached hereto and incorporated herein. The location of the Water and Sanitary Sewer Improvements are shown in **Exhibit "B"**, which is attached hereto and incorporated herein. The County will have no contractual relationship with any contractor hired to install the Water and Sanitary Sewer Improvements. However, County has approved the design of the Water and Sanitary Sewer Improvements and will inspect the installation of the Water and Sanitary Sewer Improvements to ensure construction is in accordance with the approved construction plans and specifications. The Water and Sanitary Sewer Improvements shall not be considered completed until final approval by the County in accordance with Section 3 below.
3. **Reimbursement.** Attached hereto and incorporated herein as **Exhibit "C"** is an estimate of the costs to construct the Water and Sanitary Sewer Improvements (the "Estimated Costs"). Any increases to the Estimated Costs in an amount greater than \$93,883.47 (10% of the original estimate) shall require the prior approval of the County. Following the completion of the construction of the Water and Sanitary Sewer Improvements, Property Owner shall deliver, or cause to be delivered, to the County, the Bill of Sale and Release attached hereto and incorporated herein as **Exhibit "D"**, as well as the appropriate record drawings, easements, close-out documents, and an invoice for the actual costs of the Water and Sanitary Sewer

Improvements. County shall determine whether the documentation provided by Property Owner is complete, and shall request additional documentation if necessary. Within thirty (30) days of receipt of all necessary close-out documentation, the County shall reimburse Property Owner the Estimated Costs (plus any agreed-upon increases) as full compensation for the design, permitting and construction of the Water and Sanitary Sewer Improvements

4. **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.
5. **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.
6. **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.
7. **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.
8. **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:

Mattamy Palm Beach LLC
1500 Gateway Blvd. Suite 220
Boynton Beach, Fl. 33426 7233
Attn. Karl Albertson, Vice President of Land Acquisition & Entitlement

With copy to:

Mattamy Palm Beach LLC
4901 Vineland Road, Suite 450
Orlando, FL 32811
Attn: Nicole Swartz, General Counsel

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

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, FL 33413-3336.
Attn: Department Director

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

10. **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.

11. **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.

12. **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.

13. **Non-Discrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Property Owner warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

14. **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Property Owner: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S., the Property Owner shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The Property Owner is specifically required to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- B. Upon request from the County's Custodian of Public Records ("County's Custodian") or the County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Property Owner further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time;
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Property Owner does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County;

- D. Upon completion of the Contract, the Property Owner shall transfer, at no cost to the County, all public records in possession of the Property Owner unless notified by the County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Property Owner transfers all public records to the County upon completion of the Contract, the Property Owner shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Property Owner keeps and maintains public records upon completion of the Contract, the Property Owner shall meet all applicable requirements for retaining public records. All records stored electronically by the Property Owner must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Property Owner acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Property Owner to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The County shall have the right to exercise any and all remedies available to it for breach of contract as provided for hereunder, including but not limited to, the right to terminate for cause.

IF THE PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPERTY OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

15. Human Trafficking Affidavit. Property Owner warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Property Owner has executed **Exhibit E**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Property Owner and County have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, PALM BEACH
COUNTY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

[SEAL]

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Ali Bayat
Department Director

WITNESSES:

PROPERTY OWNER:
Mattamy Palm Beach, LLC

Sam Nield

Sam Nield
Type or Print Name

Jason Corp

Jason Corp
Type or Print Name

By: _____

Signature

Vice President
Title

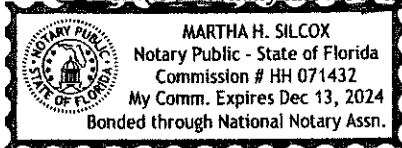
Karl Albertson
Typed or Printed Name

[Corporate
Seal]

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of OCTOBER 2024 by KARL ALBERTSON, as VICE PRESIDENT of Mattamy Palm Beach, LLC. He/she is personally known to me or has produced _____ as identification.



Martha Silcox
Signature of Notary

MARTHA SILCOX
Typed, Printed, or Stamped Name
Of Notary

Notary Public

1035735 Serial Number

EXHIBIT "A"
DESCRIPTION OF WATER AND SANITARY SEWER
IMPROVEMENTS

The Water and Sanitary Sewer Improvements are located within the Forest Oaks PUD project located south of Lake Worth Road between Charleston Street and Lucerne Lakes Blvd.

Water and Sanitary Sewer Improvements as per approved plans prepared by Caulfield & Wheeler, Inc. and W.U.D. Project Number 22-536 includes abandonment of 2068 +/- LF of Water Main and 1150 +/- LF of Sanitary Sewer and all appurtenances and the installation of 1160 +/- LF of Sanitary Sewer and all appurtenances.

EXHIBIT "B"
LOCATION OF WATER AND SANITARY SEWER
IMPROVEMENTS

EXHIBIT "B"
LOCATION OF WATER AND SANITARY SEWER
IMPROVEMENTS

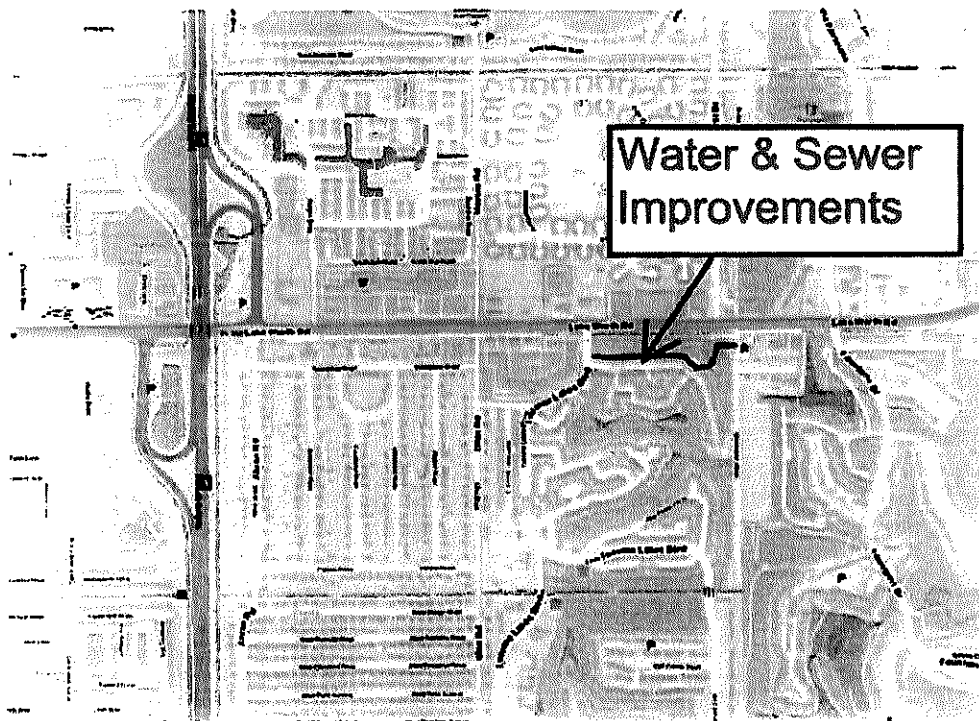


EXHIBIT "C"
**ESTIMATED COSTS OF WATER AND SANITARY SEWER
IMPROVEMENTS**

EXHIBIT "C"
**ESTIMATED COSTS OF WATER AND SANITARY SEWER
IMPROVEMENTS**

A. FORCE MAIN

| DESCRIPTION | UNIT | QTY | RATE | COST |
|---|------|------|--------------|----------------------|
| EXPOSE/CONFIRM EX UTILITIES @ FM CONNECTION | LS | 1 | \$ 7,430.00 | \$ 7,430.00 |
| 20" DIP FORCE MAIN | LF | 1160 | \$ 292.00 | \$ 338,720.00 |
| 20" GATE VALVE/BOX | EA | 2 | \$ 21,100.00 | \$ 42,200.00 |
| 20" SINGLE LINE STOP | EA | 2 | \$ 27,260.00 | \$ 54,520.00 |
| RESTRAIN EX 20" FORCE MAIN | LF | 196 | \$ 169.00 | \$ 33,124.00 |
| CUT-IN 20" BEND CONNECTION | EA | 2 | \$ 17,040.00 | \$ 34,080.00 |
| CUT & CAP EX 20" FORCE MAIN | EA | 2 | \$ 5,365.00 | \$ 10,730.00 |
| FM MJ DI FITTINGS | LS | 1 | \$ 42,510.00 | \$ 42,510.00 |
| REMOVE/DISPOSE EX 20" FM | LF | 20 | \$ 113.00 | \$ 2,260.00 |
| ABANDON/GROUT EX 20" FM | LF | 1130 | \$ 39.00 | \$ 44,070.00 |
| FORCE MAIN TESTING | LS | 1 | \$ 4,960.00 | \$ 4,960.00 |
| MAINTENANCE OF TRAFFIC | LS | 1 | \$ 11,935.00 | \$ 11,935.00 |
| STRIPING RESTORATION | LS | 1 | \$ 2,385.00 | \$ 2,385.00 |
| FORCEMAIN TEST & CERT | LF | 1160 | \$ 6.00 | \$ 6,960.00 |
| SUB-TOTAL - A. FORCE MAIN | | | | \$ 635,884.00 |

B. WATER MAIN

| DESCRIPTION | UNIT | QTY | RATE | COST |
|--|------|-------|--------------|----------------------|
| EXPOSE/CONFIRM EX UTILITIES @ WM CONNECTIO | LS | 1 | \$ 14,850.00 | \$ 14,850.00 |
| 24" DIP WATERMAIN | LF | 90 | \$ 343.50 | \$ 30,915.00 |
| 16" DIP WA TERMAIN | LF | 20 | \$ 302.00 | \$ 6,040.00 |
| 24" BUTTERFLY VALVE/ BOX | EA | 1 | \$ 15,400.00 | \$ 15,400.00 |
| 16" BUTTERFLY VALVE/ BOX | EA | 1 | \$ 7,645.00 | \$ 7,645.00 |
| 16" SINGLE LINE STOP | EA | 1 | \$ 24,300.00 | \$ 24,300.00 |
| 20" SINGLE LINE STOP | EA | 1 | \$ 28,370.00 | \$ 28,370.00 |
| 24" SINGLE LINE STOP | EA | 2 | \$ 33,130.00 | \$ 66,260.00 |
| RESTRAIN EX 24" WATER MAIN | LF | 170 | \$ 180.00 | \$ 30,600.00 |
| CUT-IN 24" BEND CONNECTION | EA | 2 | \$ 30,000.00 | \$ 60,000.00 |
| CUT & CAP EX 24" WATER MAIN | EA | 5 | \$ 2,875.00 | \$ 14,375.00 |
| REMOVE/DISPOSE EX 24" WM | LF | 138 | \$ 33.50 | \$ 4,623.00 |
| ABANDON/GROUT EX 24" WM | LF | 1930 | \$ 43.50 | \$ 83,955.00 |
| SAMPLE POINT | EA | 1 | \$ 515.00 | \$ 515.00 |
| PRTCT/SPPRT EX FM@ WM XING | EA | 4 | \$ 935.00 | \$ 3,740.00 |
| CART PATH RESTORATION | SF | 50 | \$ 14.00 | \$ 700.00 |
| ASPHALT RESTORATION | SY | 190 | \$ 159.00 | \$ 30,210.00 |
| MAINTENANCE OF TRAFFIC-ADDL WORK | LS | 1 | \$ 12,560.00 | \$ 12,560.00 |
| STRIPING RESTORATION | LS | 1 | \$ 2,320.00 | \$ 2,320.00 |
| 1ST LIFT WATER TEST & CERT (8") | LF | -1590 | \$ 2.00 | \$ (3,180.00) |
| 1ST LIFT WATER TEST & CERT (12") | LF | 1710 | \$ 2.00 | \$ 3,420.00 |
| SUB-TOTAL - B. WATERMAIN | | | | \$ 437,618.00 |

C. PBCWUD COSTS

| DESCRIPTION | UNIT | QTY | RATE | COST |
|------------------------------|------|-----|-----------------|-----------------|
| WATERMAIN BREAK BY DEVELOPER | LS | 1 | \$ (134,667.46) | \$ (134,667.46) |

TOTAL COST ESTIMATE

\$ 938,834.54

EXHIBIT "D"
BILL OF SALE AND RELEASE

Know All Men by These Presents, that _____, a _____, located at _____ hereinafter referred to as "Property Owner", for and in consideration of the sum Ten Dollars lawful money of the United States, and other compensation set forth in that certain Reimbursement Agreement dated _____ (County Resolution No. R _____), and received from Palm Beach County c/o Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida, 33413-3336, hereinafter referred to as "County", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the County, its administrators and assigns, the following goods and chattels:

Those sanitary sewer pipelines and related appurtenances identified on **Attachment "1"**, which is attached hereto and incorporated herein (hereinafter referred to as the "Water and Sanitary Sewer Improvements").

To Have and to Hold the same unto the County, its administrators and assigns forever.

And Property Owner for its successors, and assigns, covenants to and with the County, its administrators and assigns, that Property Owner is the lawful owner of the Water and Sanitary Sewer Improvements the Water and Sanitary Sewer Improvements are free from all encumbrances; that Property Owner has good right to sell the Water and Sanitary Sewer Improvements and that Property Owner will warrant and defend the sale of the Water and Sanitary Sewer Improvements hereby made, to the County, its administrators and assigns against the lawful claims and demands of all persons claiming by, through or under Property Owner. Property Owner further, for itself and its successors, assigns, predecessors, affiliated entities, directors, officers, employees, principals, agents and servants, hereby releases, acquits, and forever discharges any and all claims it may have against the County, its departments, divisions, elected officials and employees, for any additional payments or credits related to the construction of the Water and Sanitary Sewer Improvements in excess of the reimbursement amounts agreed upon pursuant to the Reimbursement Agreement between the parties dated _____, 2024.

In Witness Whereof, Property Owner has hereunto set its hand on this _____ day of _____, 20____.

WITNESSES:

PROPERTY OWNER:

Signed and delivered in presence of:

Witness Signature

Signature

Print Name

Name

Witness Signature

Title

Print Name

NOTARY CERTIFICATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by _____ who is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary


**ATTACHMENT 1 TO BILL OF SALE
WATER AND SANITARY SEWER IMPROVEMENTS**

EXHIBIT "E"
Nongovernmental Entity Human Trafficking Affidavit

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Mattamy Palm Beach LLC
(PROPERTY OWNER) and attest that PROPERTY OWNER does not use coercion for labor or
services as defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(Signature of officer or representative)

Karl Albertson

(Printed name of officer or representative)

State of Florida, County of Palm Beach

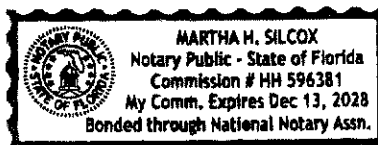
Sworn to and subscribed before me by means of physical presence or online notarization
this, 24th day of OCTOBER, 2024, by KARL ALBERTSON.

Personally known OR produced identification .

Type of identification produced _____.

Martha Silcox

NOTARY PUBLIC
My Commission Expires: 12/13/2028
State of Florida at large



(Notary Seal)

ATTACHMENT 2
Location Map
PBCWUD Project No. 22-536

