

Agenda Item # C- 2

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

AGENDA ITEM:

APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO A FIRST ADDENDUM TO COST AGREEMENT FOR TUTTLE ROYALE DEVELOPMENT REVIEW WITH MAIN STREET AT TUTTLE ROYALE, LLC.

ISSUE:

Village Council approved a Cost Agreement for Tuttle Royale Development Review ("Agreement") between the Village and Main Street at Tuttle Royale, LLC on December 15, 2022.

Main Street at Tuttle Royale, LLC has requested an amendment to the Agreement to remove the Final Plat and Easement Abandonments from the expedited review process and provide for reimbursement of unused deposit funds.

This First Addendum to Cost Agreement for Tuttle Royale Development Review:

- Amends the third Whereas Clause to remove the Final Plat and Easement Abandonment from the list of development applications subject to expedited review and processing under the Agreement; and
- Adds Section 4(e) to provide that within seven (7) business days of Council approval of this First Addendum, the Village shall reimburse Applicant any funds remaining from the Remaining Balance given full processing of the development applications in the amended Third Whereas Clause.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator
Village Manager

Village Manager
Approval

Agenda Date
6/15/23

Village Council

FIRST ADDENDUM TO COST AGREEMENT FOR TUTTLE ROYALE DEVELOPMENT REVIEW

THIS FIRST ADDENDUM TO COST AGREEMENT FOR TUTTLE ROYALE DEVELOPMENT REVIEW (the "First Addendum") is made and entered into this ____ day of _____, 2023, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411, hereinafter referred to as the "Village", and Main Street at Tuttle Royale, LLC, a Florida limited liability company with a principal address of 1301 W. Royal Palm Road, Boca Raton, Florida 33486, hereinafter referred to as "Applicant".

WHEREAS, the Village and Applicant entered into a Cost Agreement for Tuttle Royale Development Review ("Agreement"), dated December 15, 2022, to provide for expedited review of Tuttle Royale development applications; and

WHEREAS, the parties desire to amend the Agreement to remove Final Plat and Easement Abandonment reviews from the expedited review process and to add Section 4(e) regarding reimbursement of unused deposit funds from the Remaining Balance.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and Applicant agree as follows:

WHEREAS CLAUSES: The Third Whereas Clause is hereby repealed in its entirety and is replaced with the following:

WHEREAS, the Applicant is currently in the process of filing several development applications for POD 6 within the master Tuttle Royale development, including: 1) Master Plan/Special Exception; 2) Zoning Text Amendment; 3) Preliminary Plat; 4) Comprehensive Plan Amendment (POD 6); 5) Rezoning (POD 6); 6) Site Plan/Architectural and Aesthetic Review (POD 6); and 7) Variances (POD 6) (the "Applications"); and

SECTION 1: Section 4. of the Agreement is hereby repealed in its entirety and is replaced with the following:

4. Deposit.

a. On November 28, 2022, Applicant deposited with the Village a Cashier's Check in the amount of Fifty Nine Thousand Four Hundred Seventeen Dollars and Fifty Cents (\$59,417.50), an amount equal to fifty percent (50%) of the Estimated Costs provides in Exhibit "A" (the "Initial Deposit"), to cover the costs provided for in Section 1 hereof. Development Application processing and agenda placement pursuant to

Section 1 above will not begin until the Initial Deposit has cleared and all funds become available to the Village. The Village shall withdraw funds from such deposit to cover such costs as the costs become due and payable to the Village's consultants and vendors. Should the Village Council not approve this Cost Agreement on December 15, 2022, the Village shall refund the entire \$59,417.50 within three (3) business days of Council action.

b. The Village shall prepare a monthly invoice to Applicant showing the amounts withdrawn. The Village shall furnish documentation for each billing upon Applicant's request.

c. When the Initial Deposit is depleted, the Applicant shall, within three (3) business days of the depletion, pay to the Village, via Cashier's Check, the remaining balance of the Estimated Costs (the "Remaining Balance"). Processing of the Applications shall be suspended until the Remaining Balance is received by the Village and cleared with funds having become available to the Village.

d. If the Applications are withdrawn, the Village shall refund any remaining amounts to Applicant after all the Village's costs through the date of withdrawal have been paid in full. If the Estimated Costs exceed the Actual Cost incurred, the Village shall refund the difference to the Applicant.

e. Within seven (7) business days of Council approval of this First Addendum, the Village shall reimburse Applicant any funds remaining from the Remaining Balance given full processing of the development applications in the amended Third Whereas Clause.

Further, the parties agree as follows:

- A. All other text and exhibits contained in the original Agreement shall remain in full force and effect unchanged and shall be applicable to this First Addendum. The original Agreement shall be appended to this First Addendum for such purposes.
- B. This First Addendum may be modified only by the mutual and written consent of both parties.
- C. If any provision or any portion contained in this First Addendum is held unconstitutional, invalid or unenforceable, the remainder of this First Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

WITNESSES:

ATTEST:

Diane DiSanto, Village Clerk

VILLAGE OF ROYAL PALM BEACH

By:_____
Raymond Liggins, P.E., Village Manager

(SEAL)

WITNESSES:

**MAIN STREET AT TUTTLE ROYALE,
LLC**

By:_____
Michael Tuttle, Manager