

1 **Section 3. Repeal of Laws in Conflict**

2 All local laws and ordinances in conflict with any provisions of this Ordinance are
3 hereby repealed to the extent of such conflict.

4 **Section 4. Severability**

5 If any section, paragraph, sentence, clause, phrase, word, map, diagram, or any other
6 item contained in this Ordinance is for any reason held by the Court to be unconstitutional,
7 inoperative, void, or otherwise invalid, such holding shall not affect the remainder of this
8 Ordinance.

9 **Section 5. Savings Clause**

10 All development orders, permits, enforcement orders, ongoing enforcement actions,
11 and all other actions of the Board of County Commissioners, the Zoning Commission, the
12 Development Review Officer, Enforcement Boards, all other County decision-making and
13 advisory boards, Special Masters, Hearing Officers, and all other County officials, issued
14 pursuant to the regulations and procedures established prior to the effective date of this
15 Ordinance shall remain in full force and effect.

16 **Section 6. Inclusion in the Unified Land Development Code**

17 The provisions of this Ordinance shall be codified in the Unified Land Development
18 Code and may be reorganized, renumbered, or re-lettered to effectuate the codification of this
19 Ordinance.

20 **Section 7. Providing for an Effective Date**

21 The provisions of this Ordinance shall become effective upon filing with the
22 Department of State.

23 **APPROVED AND ADOPTED** by the Board of County Commissioners of Palm Beach

24 County, on the 26th day of October, 2023.

25 ATTEST:

26 JOSEPH ABRUZZO, CLERK
27 & COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

28 By 
29 Clerk

By 
Gregg K. Weiss, Mayor



30 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

31 By 
32 Scott A. Store, Assistant County Attorney

33 Filed with the Department of State on the 26th day of October, 2023.

EXHIBIT 1
WORKFORCE HOUSING PROGRAM COMPLIANCE MONITORING AND UPDATES

This exhibit revises the following Article(s):

ARTICLE 5 – SUPPLEMENTARY STANDARDS

Revision Key: Proposed revisions are shown with new text as underlined, deleted text in strike-out, and relocated text italicized. ~~Stricken and italicized~~ means text to be totally or partially relocated. Relocation notes are shown in brackets as **[Relocated to:]** or **[Relocated from:]**. Unaltered text omitted for brevity is indicated by a series of four bolded ellipses....

Part 1. ULDC Art. 5.G.1, Supplementary Standards, Density Bonus Programs, Workforce Housing Program (WHP), is hereby amended as follows:

1 **CHAPTER G DENSITY BONUS PROGRAMS**

2 **Section 1 Workforce Housing Program (WHP)**

3 **A. General**

4 **1. Purpose and Intent**

5 The WHP is intended to increase the supply of housing opportunities for persons
6 employed in PBC in jobs that residents rely upon to make the community viable. The
7 WHP implements Policies 1.1-o and 1.5-g of the Housing Element of the
8 Comprehensive Plan, among others, by establishing an inclusionary WHP to provide
9 Low, Moderate 1, Moderate 2, and Middle-Income housing. The program mandates
10 the provision of workforce housing for all new developments in the Urban/Suburban
11 Tier with a residential component of ten or more dwelling units; encourages the
12 development of additional workforce housing through a density bonus and other
13 incentives; encourages the equitable geographic distribution of workforce housing
14 units; and, ensures a minimum affordability period. The WHP is implemented by the
15 Planning Division of the Planning, Zoning and Building Department, and the
16 Department of Housing and Economic Development (HED) Sustainability. **[Ord. 2019-**
17 **033]**

18 **2. Applicability**

19

20 **c. Prior Approvals**

21 For existing projects proposing ten or more additional dwelling units, the program
22 shall apply to those units being added. For projects approved under versions of
23 the Section in effect prior to October 26, 2023 and having rental WHP units subject
24 to the requirement for either an annual report or Utility Allowance, or both, the
25 Property Owner may request an amendment to the Master Restrictive Covenant
26 in order to forgo either the annual report or Utility Allowance requirement, or both.
27 **[Ord. 2019-033]**

28

29 **f. Developments with Both WHP and AHP**

30 If a development includes both WHP and AHP units or units restricted to
31 occupancy by households with Annual Household Incomes below 60 percent of
32 Median Family Income, the Planning Director or designee shall make a
33 determination as to the applicability of the WHP to the development which program
34 shall be followed, considering the affordable housing programmatic requirements
35 of the governmental or other agency providing affordable housing funding. **[Ord.**
36 **2019-033]**

37 **3. Program Standards**

38 **a. Definitions**

39

40 **5) Annual Household Income**

41 For WHP rental units, documentable gross income before taxes received
42 annually by income earners residing in the WHP tenant's household only. At
43 least one income earner must be employed in Palm Beach County. Annual
44 Household Income is used to determine the income category, and subcategory
45 if applicable. Annual Household Income does not include investment,
46 retirement, or checking/savings account balances, but may include
47 distributions to the WHP tenant from retirement accounts, and periodic
48 determinable allowances such as alimony and child support. Irregular income
49 such as overtime and bonus payments may be considered income at the
50 discretion of the WHP rental unit owner or designee.

1 **6) Maximum WHP Rent**

2 The maximum price published and updated annually by the Planning Director,
3 or designee, for each income category, and subcategory if applicable, by the
4 number of bedrooms, based on the monthly rent limits published annually for
5 the Florida Housing Finance Corporation Multifamily Rental Programs.

6 **7) WHP Rent**

7 The amount that is charged to the WHP tenant that includes all Mandatory
8 Fees, and reflects the Utility Allowance if applicable.

9 **8) Mandatory Fees**

10 Fees required to be paid by all tenants in a rental development that includes
11 WHP rental units. These fees include but are not limited to charges assigned
12 by virtue of ratio utility billing or similar unmetered allocation arrangements. For
13 projects subject to a Utility Allowance pursuant to a Master Restrictive
14 Covenant, Mandatory Fees shall not include charges assigned by virtue of ratio
15 utility billing or similar unmetered allocation arrangements for water, sewer,
16 gas, or electric service provided directly to the unit and not to common areas.

17 **9) Voluntary Fees**

18 Fees for optional services or features offered to and selected by the WHP
19 tenant, and not mandatory for all units in the development.

20 **10) Utility Allowance**

21 A monthly rent reduction to help offset WHP tenant-paid costs of water, sewer,
22 gas, and/or electric service provided directly to the unit and not to common
23 areas, that are billed to the WHP tenant by the WHP rental unit owner or
24 designee, the utility, or a third party. If the cost of one or more of these utilities
25 is borne by the WHP rental unit owner and not billed to the WHP tenant by the
26 WHP rental unit owner or designee, the utility, or a third party, the Utility
27 Allowance is applied against such cost and any difference is credited or
28 charged to the WHP tenant.

29

30 **c. Pricing**

31 The Planning Director or designee shall annually set and publish WHP sale *prices*
32 and rent *ranges prices* for all income categories and *subcategories*. [Ord. 2019-
33 033]

34 1) *For-sale* WHP *for-sale* units shall target the Low, Moderate 1, and Moderate 2
35 categories. The sale prices shall be derived as follows: Median Family Income
36 for Palm Beach County (West Palm Beach/Boca Raton Metropolitan Statistical
37 Area) published annually by the U.S. Department of Housing and Urban
38 Development, multiplied by three, and adjusted to the midpoint of each of the
39 income categories: Low (70 percent), Moderate 1 (90 percent), and Moderate
40 2 (110 percent). [Ord. 2019-033]

41 2) *Rental* WHP *rental* units shall target all four WHP income categories, unless
42 otherwise specified by the project's development approval. Rent ranges shall
43 be ~~based on the monthly rent ranges~~ published annually by the Planning
44 Director or designee, Palm Beach County based on the Florida Housing
45 Finance Corporation Multifamily Rental Programs Rent Limits, by number of
46 bedrooms, ~~for the following income ranges: > 60 to 70 percent; > 70 to 80~~
47 ~~percent; > 80 to 90 percent; > 90 to 100 percent; > 100 to 110 percent; > 110~~
48 ~~to 120 percent; > 120 to 130 percent; and, > 130 to 140 percent of MFI.~~ [Ord.
49 2019-033]

50 3) For the purposes of annual price updates, the WHP prices initially established
51 for the for-sale unit's income category at the time of approval of the Ssubject
52 Development shall be the sales floor throughout the affordability period. No
53 WHP *for-sale* unit is required to be sold at a price below the sales floor, though
54 a seller may opt to do so. The WHP *rent range price* initially established for the
55 rental unit's income category at the time of approval of the Ssubject
56 Development shall be the rental floor throughout the affordability period. No
57 WHP *rental* unit is required to be rented ~~at a price~~ below the rental floor, though
58 ~~an rental unit~~ owner may opt to do so. [Ord. 2019-033]

59 **d. Assignment of the Required WHP Units**

60 WHP required units are intended to be distributed equally among all required
61 income categories pursuant to Art. 5.G.1.B, Program Options or Conditions of
62 Approval. When assigning units to income categories, units shall be assigned first
63 to the highest income category, proceeding downward to low income. This does
64 not prohibit a Developer or rental unit owner from providing higher numbers of
65 lower-income units. [Ord. 2019-033]

66 **e. Calculations**

67 Calculations ~~of the WHP density bonus and WHP obligation~~ shall be performed
68 using two decimal places, and standard rounding applied for density and WHP
69 density bonus calculations; standard rounding is applied at the end for the WHP

1 obligation calculation. [Ord. 2019-033]

2 **f. Unencumbered Units**

3 *WHP units shall not be subject to restrictions beyond WHP income qualifications.*
4 ~~Unless otherwise indicated, units used to meet a WHP obligation shall not be units,~~
5 ~~which are~~ income restricted as a result of funding or other requirements of any
6 other program, ~~unless:- WHP units shall not be subject to restrictions beyond WHP~~
7 ~~income qualifications.~~ [Ord. 2019-033]

8 1) The workforce housing units result from the Off-Site Construction/Exchange
9 Builder Option of the Workforce Housing Program, and the Board of County
10 Commissioners approves the income restriction to be applied due to another
11 program; or

12 2) The restrictions result from funding sources used to provide purchase
13 assistance to qualified buyers of a for-sale workforce housing unit with terms
14 that are consistent with or equal to County terms.

15 **g. Affordability Periods**

16 **1) For-Sale Units**

17 All ~~for-sale~~ WHP *for-sale* units shall be income restricted for a period of 15
18 years (recurring), from the date of ~~sale the Certificate of Occupancy (CO) for~~
19 ~~each unit.~~ In the event a unit is resold before the 15-year period concludes, a
20 new 15-year period shall take effect on the date of resale. [Ord. 2019-033]

21 **2) Rental Units**

22 All ~~rental~~ WHP *rental* units shall be income restricted for a period of 30 years
23 (non-recurring), from the date of occupancy of the first WHP unit. [Ord. 2019-
24 033]

25 **h. Design Standards**

26 **1) Compatible Design and Unit Features for All WHP Units**

27

28 **2) Requirements for WHP For-Sale Units**

29 a e)At minimum, all ~~for-sale~~ WHP *for-sale* units shall include a refrigerator,
30 *range, built-in microwave, dishwasher, washer, and dryer.* [Ord. 2019-033]

31 ~~**2) Number of Bedrooms**~~

32 ~~**a) For-Sale WHP Units**~~

33 ~~b (1)All ~~for-sale~~ WHP *for-sale* units shall have a minimum of two bedrooms,
34 and 25 percent of the ~~for-sale~~ WHP *for-sale* units shall have a minimum of
35 three bedrooms. *All WHP for-sale units shall have a minimum bedroom*
36 *size of 100 square feet.* [Ord. 2019-033]~~

37 ~~(2) All ~~for-sale~~ WHP units shall have a minimum bedroom size of 100~~
38 ~~square feet.~~ [Ord. 2019-033]

39 ~~**3 b)Rental Requirements for WHP Rental Units**~~

40 ~~(1)-No minimum number or size of bedrooms applies to ~~rental~~ WHP *rental*~~
41 ~~units.~~ [Ord. 2019-033]

42 **B. Program Options**

43 The WHP offers the choice of either a “limited” or a “full” program option, which determines
44 the amount of required workforce housing and the availability of other incentives. These
45 options are not available to Subject Developments that are subject to FLUA amendment
46 Conditions of Approval establishing a specific percentage of required workforce housing.
47 [Ord. 2019-033]

48

49 **2. Full Incentive Option**

50

51 **c. Amount of WHP Required**

52 For ~~for-sale~~ WHP *for-sale* units, the required percentage of WHP units shall be
53 four and three-eighths percent of standard density; 14 percent of maximum
54 density; and, 29.75 percent of any WHP density bonus used. For ~~rental~~ WHP *rental*
55 units or in-lieu fee purposes, the required percentage of WHP units shall be five
56 percent of standard density; 16 percent of maximum density; and, 34 percent of
57 any WHP density bonus used. The WHP obligation may be further modified by the
58 disposition option selected, per Art. 5.G.1.C.4, Methods Available. The number of
59 WHP units required shall be identified by the Planning Director or designee in a
60 WHP Letter of Determination, pursuant to the Density Bonus process in Art.
61 5.G.1.B.2.e, Density Bonus Determination for Full Incentive Developments below.
62 [Ord. 2019-033]

63
64 **C. Disposition of WHP Obligation**

65

66 **2. Change of Declared Method**

67 A change to the selected method cannot be requested after Building Permits have
68 been issued for more than 25 percent of the units in the Ssubject Development. A
69 change to the declared method shall be subject to the same approval process through

1 which the Ssubject Ddevelopment received approval. For developments subject to
2 public hearing, approval of a change in declared method shall be at the discretion of
3 the Board of County Commissioners. The Ddeveloper may request Expedited
4 Application Consideration for a Development Order Amendment pursuant to Art. 2,
5 Application Processes and Procedures. Any necessary amendments to the recorded
6 Master Restrictive Covenant for the Ssubject Ddevelopment as a result of the change
7 of declared method shall be recorded by the Ddeveloper no later than 60 days
8 following the approval of the change. **[Ord. 2019-033]**

9 **3. Recalculation**

10 A change to a Ssubject Ddevelopment's unit total, unit type, unit tenure, or declared
11 method or WHP unit location shall require a recalculation of the workforce housing
12 obligation, and shall include reassessment of the density bonus pursuant to the
13 process outlined in Art. 5.G.1.B.2.e, Density Bonus Determination for Full Incentive
14 Developments. Any recalculation that reduces the number of units approved on the
15 Ssubject Ddevelopment's Final Site Plan may require that the Final Site Plan be
16 amended to reflect the reduced unit count, or the purchase of Transfer of Development
17 Rights in the amount of the reduction. **[Ord. 2019-033]**

18 **4. Methods Available**

19

20 **b. WHP Off-Site Options**

21

22 **1) Off-Site Option 1 – Off-Site Construction/Same Developer**

23 Prior to issuance of the first residential Building Permit or Final DRO approval
24 for the Ssubject Ddevelopment, whichever comes first, all contracts or related
25 agreements for any off-site option evidencing site control and necessary
26 approvals shall be approved by the County Administrator, or designee.
27 Certificates of Occupancy shall be issued for a minimum of 50 percent of the
28 required WHP units to be constructed off-site prior to the issuance of no more
29 than 50 percent of the Building Permits in the Ssubject Ddevelopment. All off-
30 site WHP units must receive Certificates of Occupancy prior to issuance of no
31 more than 85 percent of the Building Permits in the Ssubject Ddevelopment.
32 The Site Plan, the Master Restrictive Covenant, or other appropriate document
33 shall be amended to reflect the number of WHP units, including the number in
34 each applicable WHP income category, to be located on the receiving site(s).
35 The Planning Director or designee shall determine the appropriate document
36 and the timeframe for the modification, which shall be no later than the 85
37 percent threshold identified in this paragraph. **[Ord. 2019-033]**

38 **2) Off-Site Option 2 – Off-Site Construction/Exchange Builder**

39 ~~The Off-Site Construction/Exchange Builder Option shall be evaluated and a~~
40 ~~report provided to the Board of County Commissioners no later than three~~
41 ~~years from the effective date of this Ordinance.~~ Provision of required WHP units
42 may be arranged by the Ddeveloper of the Ssubject Ddevelopment through an
43 Exchange Builder who will provide them off site, subject to the following: **[Ord.**
44 **2019-033]**

45

46 ~~b) A subject development which received a Development Order prior to the~~
47 ~~effective date of Ordinance No. 2019-033 may select the Exchange Builder~~
48 ~~Option as the subject development's disposition option, provided that:~~
49 ~~**[Ord. 2020-021]**~~

50 ~~(1) No residential Building Permits have been issued for the subject~~
51 ~~development; **[Ord. 2020-021]**~~

52 ~~(2) The Development Order for the subject development shall be revised~~
53 ~~through the Zoning Agency Review process to reflect the change in~~
54 ~~disposition, and shall include any necessary notes, condition changes,~~
55 ~~and amendments to previously approved plans; **[Ord. 2020-021]**~~

56 ~~(3) The exchange price shall be 80 percent of the applicable in-lieu fee in~~
57 ~~effect at the time of the Development Order for subject development;~~
58 ~~and, **[Ord. 2020-021]**~~

59 ~~(4) All other provisions of Art. 5.G.1.C.4.b, WHP Off Site Options and Art.~~
60 ~~5.G.1.C.4.b.2), Off Site Option 2 – Off Site Construction/Exchange~~
61 ~~Builder shall apply. **[Ord. 2020-021]**~~

62 ~~b e)~~ All Eexchange Pprojects that propose to utilize other programs in addition
63 to WHP exchange payments that will result in income restrictions on WHP
64 units will require the approval of the Board of County Commissioners. This
65 approval is required prior to the earlier of Final DRO or first Building Permit.
66 **[Ord. 2019-033]**

67 ~~c a)~~ Prior to issuance of the first residential Building Permit for the Ssubject
68 Ddevelopment, the Ddeveloper of the Ssubject Ddevelopment shall record
69 a Notice of Disposition for the Subject Development indicating that the

1 Exchange Builder Option has been selected to meet some or all of the WHP
2 obligation, and shall select one of the following two options: [Ord. 2019-
3 033]

4 (1) Demonstrate engagement of an Exchange Builder, who shall provide:
5 [Ord. 2019-033]

6

7 (d) A recorded Master Restrictive Covenant, or deed restriction if a
8 Master Restrictive Covenant is not practical, for the Eexchange
9 Projects site; and, [Ord. 2019-033]

10

11 ~~d e~~) Prior to the end of the 36th month of the guarantee, all WHP units shall be
12 issued COs or a renewed guarantee shall be delivered by the Exchange
13 Builder to Palm Beach County. The terms of the renewed guarantee shall
14 be at the discretion of Palm Beach County, but in no case shall exceed an
15 additional three months beyond the term of the original guarantee. The
16 amount of the renewed guarantee shall be prorated to reflect any WHP
17 units already issued Certificates of Occupancy. The Exchange Builder may
18 request additional time beyond the three-month extension; approval of
19 such a request will be at the discretion of the Board of County
20 Commissioners and will require a renewed guarantee for the extension
21 approved by the Board. If neither the required WHP units nor an acceptable
22 renewed guarantee is delivered, Palm Beach County shall collect the
23 guarantee. [Ord. 2019-033]

24 ~~f)~~ ~~During the three-year evaluation period for the Off-Site~~
25 ~~Construction/Exchange Builder Option, County Administration shall~~
26 ~~provide the Board of County Commissioners with status reports annually~~
27 ~~or more frequently as needed, identifying the progress made by the~~
28 ~~Exchange Builders engaged under this option. [Ord. 2019-033]~~

29 ~~e g~~) The Site Plan, the Master Restrictive Covenant, or other appropriate
30 document shall be amended to reflect the number of WHP units, including
31 the number in each applicable WHP income category, to be located on the
32 Eexchange Projects(s). The Planning Director or designee shall
33 determine the appropriate document and the timeframe for the
34 modification, which shall be no later than the 85 percent threshold identified
35 in Art. 5.G.1.C.4.b.2) ~~cd~~) above. [Ord. 2019-033]

36 **3) Off-Site Option 3 – Purchase of Market Rate Units**

37 Purchase of existing market rate units to be deeded to the County, sold to
38 eligible households and deed restricted, or retained by the Developer subject
39 to recordation of a deed restriction that meets the intent of this provision and
40 subject to the conversion factor pursuant to Art. 5.G.1.C.4.b, WHP Off-Site
41 Options if applicable. Prior to issuance of the first residential Building Permit or
42 Final DRO approval for the Ssubject Development, whichever comes first, all
43 contracts or related agreements for any off-site option evidencing site control
44 and necessary approvals shall be approved by the County Administrator, or
45 designee. A minimum of 50 percent of the units must be purchased and deeded
46 to the County or deed restricted prior to the issuance of no more than 50
47 percent of the residential Building Permits in the Ssubject Development. All
48 market rate units shall be purchased and deeded to the County or deed
49 restricted prior to issuance of no more than 85 percent of the COs in the
50 Ssubject Development. The market rate units shall be approved by the
51 Department of Housing and Economic Development Sustainability, and must
52 meet housing quality standards and criteria established by PBC. The Site Plan,
53 the Master Restrictive Covenant, or other appropriate document shall be
54 amended to reflect the number of WHP units, including the number in each
55 applicable WHP income category, to be located on the receiving site(s). The
56 Planning Director or designee shall determine the appropriate document and
57 the timeframe for the modification, which shall be no later than the 85 percent
58 threshold identified in this paragraph. [Ord. 2019-033]

59 **c. Donation of Buildable Land Option**

60 Donation of developable land acceptable to the County in an amount equal to the
61 buyout costs of the affected units. Donated land must be approved by the Property
62 and Real Estate Management Division prior to submittal of the Subject
63 Development's application in the Zoning process. The donated land must be and
64 deeded to the County prior to issuance of 50 percent of the residential Building
65 Permits in the Ssubject Development. [Ord. 2019-033]

66 **d. In-Lieu Fee Option**

67 1) In-lieu fees shall be published by the Palm Beach County Planning, Zoning and
68 Building Department: 120,000 dollars for Single Family units, 100,000 dollars
69 for Townhouse units, and 75,000 dollars for Multifamily units, as defined by Art.

1 4, Use Regulations ~~of the ULDC~~. Beginning on September 29, 2021 the in-lieu
2 fee amounts shall be adjusted annually in accordance with the annual All Items
3 Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City
4 Average, not seasonally adjusted, as published by the U.S. Bureau of Labor
5 Statistics. **[Ord. 2019-033]**

6
7 3) Fees shall be paid prior to the issuance of 50 percent of residential unit Building
8 Permits for the ~~S~~subject ~~D~~development. Fees shall be made payable to the
9 Palm Beach County Board of County Commissioners and submitted to the
10 Department of Housing and Economic ~~Development Sustainability~~. The
11 payment shall be deposited in the WHP Trust Fund maintained by the PBC
12 Department of Housing and Economic ~~Development Sustainability~~. **[Ord.**
13 **2019-033]**

14 **5. Banking of WHP Units**

15 A Developer may opt to bank or restrict WHP units for the purpose of applying those
16 units toward the obligation of a future development subject to the WHP. The Developer
17 shall record, in a form provided by the County, a Master Restrictive Covenant or deed
18 restriction for the banked unit site which shall include the applicable restriction for WHP
19 for-sale or WHP rental units, pursuant to Art. 5.G.1.D, Delivery of WHP Units below.
20 The affordability period for the banked units shall begin upon the effective date
21 established by the Master Restrictive Covenant or deed restriction recorded for the
22 banked unit site. The Developer may claim a banked unit for a future Subject
23 Development through the Master Restrictive Covenant or deed restriction for the
24 Subject Development, provided that the income category of the banked units is
25 consistent with or lower than the income category of the WHP units required for the
26 Subject Development.

27 ~~**5. Developments with Outstanding Obligations**~~

28 ~~Developments approved prior to September 29, 2019, which by that date have~~
29 ~~recorded a Master Covenant indicating that the WHP obligation will be met on site,~~
30 ~~received Certificates of Occupancy for at least 85 percent of approved units, and have~~
31 ~~an approved Master Plan reflecting the required WHP units on site, may request~~
32 ~~approval of the Board of County Commissioners to pay the in-lieu fee for a portion of~~
33 ~~the obligation. This option is available only for units that have not been previously~~
34 ~~offered for rent or sale as WHP units. The in-lieu amount shall be based on the~~
35 ~~applicable in-lieu fee in effect at the time of the issuance of the first residential Building~~
36 ~~Permit for the subject development, and shall include interest, calculated from the date~~
37 ~~of the first residential Building Permit, using the rate in effect at the time of election, as~~
38 ~~set by the Florida Chief Financial Officer pursuant to F.S. § 55.03(1) (2018). Upon~~
39 ~~approval by the Board and payment of the required amount, the County shall schedule~~
40 ~~BCC consideration of amendments to the Master Covenant to reflect the revised~~
41 ~~disposition of workforce obligation for the subject development. This provision shall~~
42 ~~sunset 90 days following the effective date. **[Ord. 2019-033]**~~

43 **D. Delivery of WHP Units**

44
45 **1. For-Sale Units**

46 **a. Master Restrictive Covenant**

47 1) Except for Subject Developments using Off-Site Construction/Exchange
48 Builder Option for the Subject Development's entire WHP obligation, p~~P~~
49 rior to first Building Permit on the ~~S~~subject ~~D~~development, the ~~D~~developer of the
50 ~~S~~subject ~~D~~development shall record in the Public Records of Palm Beach
51 County a Master Restrictive Covenant binding the entire ~~S~~subject
52 Development ~~property~~, in a form provided by the County, which identifies the
53 WHP unit requirement for the subject development and addresses the
54 requirements of this Subsection. Subject Developments that use the Exchange
55 Builder Option to meet some or all of the WHP obligation may record a Notice
56 of Disposition instead of a Master Restrictive Covenant for that portion of the
57 obligation met through the Exchange Builder Option ~~Developments for which~~
58 ~~the in-lieu fee has subsequently been paid to Palm Beach County as a result~~
59 ~~of the guarantee provided in the Exchange Builder Option, pursuant to Art.~~
60 ~~5.G.1.C.4.b.2), Off Site Option 2 — Off Site Construction/Exchange Builder,~~
61 ~~and no units subject to WHP were provided prior to the County receiving~~
62 ~~payment pursuant to the guarantee, many request that the Master Covenant~~
63 ~~be released. **[Ord. 2019-033]**~~

64 2) The ~~Restrictive~~ Master ~~Restrictive~~ Covenant shall include but not be limited to
65 restrictions requiring: that all identified WHP units shall be sold or resold only
66 to a purchaser certified by the Department of Housing and Economic
67 Development Sustainability, at or below the price established annually by Palm
68 Beach County for the income category of the WHP for-sale unit, subject to the
69 affordability requirements and provisions of this Article; that the County shall

1 have the exclusive option to purchase WHP units that are unsold at day 150 of
2 the required marketing period; that rental of units is permitted only under
3 specific circumstances, for limited periods of time, and with prior approval by
4 the Director of the Department of Housing and Economic Development
5 Sustainability; that these restrictions remain in effect for 15 years recurring from
6 the date of sale ~~the CO for each unit; and~~; that in the event a unit is resold
7 before the 15-year period concludes, a new 15-year period shall take effect on
8 the date of resale; ~~and, that the 15-year period shall be extended by the amount~~
9 ~~of time a Code Enforcement magistrate or a judge finds the Developer or unit~~
10 ~~owner out of compliance with the WHP.~~ The Master Restrictive Covenant shall
11 further provide monitoring and compliance requirements including but not
12 limited to those set forth below to ensure compliance with the WHP, and
13 provide that every deed for sale of a WHP housing unit shall include: a
14 statement that the units are subject to covenants, conditions, and restrictions
15 including the Master Restrictive Covenant; the date and the Book and Page of
16 the Official Record of recordation of the Master Restrictive Covenant; and,
17 ~~incorporate by reference the Master Covenant and shall specify~~ the income
18 category associated with the unit. [Ord. 2019-033]

19 **b. Process for Initial Sale of WHP Units**

20 **1) Pricing/Affordability**

21

22 c) The price of a ~~for-sale~~ WHP-~~for-sale~~ unit shall not be raised once a unit is
23 under contract to a purchaser. Purchase price of the WHP unit, including
24 all charges imposed by the seller, cannot exceed the maximum WHP price
25 for the income category. Options selected by the purchaser, including but
26 not limited to upgraded finishes or premium lots, shall not be reflected in
27 the sales price of WHP units, but may be paid by the purchaser at the time
28 of contract execution, or included as a line item on the closing/settlement
29 statement. Earnest money deposit required of purchasers shall not exceed
30 two percent of the sales price. [Ord. 2019-033]

31 d) Affordability restrictions remain in effect for 15 years recurring from the date
32 of sale of the ~~CO for each~~ unit; in the event a unit is resold before the 15-
33 year period concludes, a new 15-year period shall take effect on the date
34 of resale. [Ord. 2019-033]

35 e) Rental of WHP for-sale units is permitted only under specific
36 circumstances, for limited periods of time, to income-qualified renters, at or
37 below the Maximum WHP Rents prices established annually by Palm
38 Beach County for the unit's designated income categories, and with prior
39 approval by the Director of the Department of Housing and Economic
40 Development Sustainability based on criteria established by the
41 Department. [Ord. 2019-033]

42 **2) Qualification and Certification for For-Sale Purchasers**

43 WHP units shall be sold only to a purchaser certified by the Department of
44 Housing and Economic Development Sustainability. HEDS shall qualify
45 prospective purchases and issue a certification letter confirming eligibility to
46 purchase the WHP unit. Palm Beach County retains the right to qualify
47 purchasers for units in categories above or below their income category. When
48 available, down payment assistance may be offered for all workforce housing
49 purchasers; Palm Beach County shall not be obligated to provide down
50 payment assistance to any purchaser. The amount of financial assistance, if
51 any, that is available for purchase of the WHP unit shall be identified in the
52 certification letter. The HEDS certification process shall be implemented
53 according to procedures established and published by the Department. [Ord.
54 2019-033]

55 **3) Closing**

56

57 b) Every warranty deed documenting a sale of a WHP unit shall include a
58 statement that a unit is subject to covenants, conditions, and restrictions
59 including the Master Restrictive Covenant, and shall include the date of
60 recordation of the Master Restrictive Covenant, and the Book and Page of
61 the Official Record. [Ord. 2019-033]

62
63 **5) Marketing of WHP For-Sale Units**

64

65 **b) WHP Units Delivered through the On-Site Construction or Off-
66 Site/Same Developer Options**

67

68 (3) Prior to commencement of sales, the Ddeveloper shall obtain from the
69 Director of HEDS or designee a list of interested parties, WHP

brochures, and informational packets which provide the qualification standards, terms of the ~~Restrictive~~ Master ~~Restrictive~~ Covenant, where to go to get qualified, and other relevant information regarding the WHP units. **[Ord. 2019-033]**

- (4) The ~~D~~developer shall provide notice of commencement of sales to the Planning Director or designee, the Director of HEDS, and the list of interested parties. The notice shall include the address where the WHP units are located, the address of the sales office, the hours of the sales office, the floor plan and construction specifications for the WHP units, and the pricing of the WHP units. The ~~D~~developer shall provide to the Planning Director or designee proof of notice to the interested parties list, in the form of a copy of the email or letter sent, and a copy of the distribution list. **[Ord. 2019-033]**
- (5) Within ten days of receipt, the County shall provide written acknowledgement of the notice of commencement of sales. **[Ord. 2019-033]**
- (6) The ~~D~~developer shall maintain in the sales office and ~~in the~~ sales office of the subject development if the WHP units are located off site, hard physical copies of the informational packets obtained from HEDS, available to any and all potential buyers. The ~~D~~developer shall also maintain hard physical copies of the County's WHP brochure and prominent displays indicating ~~that~~ certain units are available for purchase for qualified households subject to the WHP provisions, and shall identify the location and availability timeframe for ~~the~~ WHP units. **[Ord. 2019-033]**
- (7) The ~~D~~developer shall attend all housing workshops, fairs, orientations, and other WHP events requested by HEDS during the marketing period, and shall present information about the WHP units and purchase options. **[Ord. 2019-033]**

....

6) Release of Obligation

It is the County's intent that each subject development fulfill its obligation pursuant to this Chapter. Release of obligation is available only for subject developments delivering WHP required units as for-sale units through the WHP On-Site Construction or the Off-Site Construction by Same Developer disposition options. It is not the intent of the WHP provisions to require a ~~D~~developer to commence construction on any WHP for-sale unit for which a valid and binding contract for purchase between ~~D~~developer and purchaser has not been executed. In the event WHP units have been marketed according to the requirements of this Article, then the WHP units are eligible to be released from the WHP obligations indicated in the Master ~~Restrictive~~ Covenant pursuant to the process below. **[Ord. 2019-033]**

....

- c) Upon payment of the required In-Lieu cash payment, the WHP unit shall thereafter be released from any and all obligations of the WHP requirements of this Code ~~the ULDC~~ and the County shall provide written confirmation that the unit has been released, inclusive of release from the Master ~~Restrictive~~ Covenant. **[Ord. 2019-033]**

....

c. Process for Subsequent Sales

1) Pricing/Affordability

- a) Affordability restrictions remain in effect for 15 years recurring from the date of sale ~~the CO for each unit~~; in the event a unit is resold before the 15-year period concludes, a new 15-year period shall take effect on the date of resale. **[Ord. 2019-033]**

....

2) HEDS Review

a) Qualification and Certification of For-Sale Purchasers

WHP units shall be sold only to a purchaser certified by the Department of Housing and Economic ~~Development~~ Sustainability. Unit owners shall refer prospective purchasers to HEDS, who shall qualify prospective purchasers and issue a certification letter confirming eligibility to purchase the WHP unit. Palm Beach County retains the right to qualify purchasers for units above or below their income category. When available, down payment assistance may be offered for all workforce housing buyers; Palm Beach County shall not be obligated to provide down payment assistance to any purchaser. The amount of financial assistance, if any, that is available for purchase of the WHP unit shall be identified in the certification letter. The HEDS certification process shall be implemented according to procedures

1 established and published by the Department. [Ord. 2019-033]

2 **3) Closing**

3
4 b) Every warranty deed documenting a sale of a WHP unit shall include a
5 statement that a unit is subject to covenants, conditions, and restrictions
6 including the Master Restrictive Covenant, and shall include the date of
7 recordation of the Master Restrictive Covenant, and the Book and Page of
8 the Official Record. [Ord. 2019-033]

9
10 **2. Rental Units**

11 **a. Master Restrictive Covenant**

12 1) Except for Subject Developments using Off-Site Construction/Exchange
13 Builder Option for the Subject Development's entire WHP obligation, pPrior to
14 first Building Permit on the subject development, the Ddeveloper of the
15 Ssubject Development shall record in the Public Records of Palm Beach
16 County a Master Restrictive Covenant binding the entire project, in a form
17 provided by the County, which identifies the WHP unit requirement for the
18 subject development and addresses the requirements of this Subsection.
19 Subject Developments that use the Exchange Builder Option to meet some or
20 all of the WHP obligation may record a Notice of Disposition instead of a Master
21 Restrictive Covenant for that portion of the obligation met through the
22 Exchange Builder Option Subject developments for which the in-lieu fee has
23 subsequently been paid to Palm Beach County as a result of the guarantee
24 provided in the Exchange Builder Option, pursuant to Art. 5.G.1.C.4.b.2), Off-
25 Site Option 2—Off Site Construction/Exchange Builder, and no units subject
26 to the WHP program were provided prior to the County receiving payment
27 pursuant to the guarantee, may request that the Master Covenant be released.
28 [Ord. 2019-033]

29 2) The Master Restrictive Covenant shall include but not be limited to restrictions
30 requiring: that all required WHP units shall be rented only to an income-
31 qualified household, in an income category corresponding to the WHP
32 obligation of the subject development, at or below the Maximum WHP Rents
33 prices established for the income category annually by Palm Beach County,
34 subject to the affordability requirements and provisions of this Article; that
35 these restrictions remain in effect for a period of 30 years (non-recurring) for
36 each unit, from the date of occupancy of the first WHP unit; that the 30-year
37 period will be extended by the amount of time a Code Enforcement magistrate
38 or judge finds that the Subject Development is out of compliance with the WHP;
39 and that in the event a rental complex is resold before the 30-year period
40 concludes, the new owner assumes the requirement for the number of
41 remaining years; and the number of years remaining shall be determined by
42 the Planning Director or designee; and shall take effect on the date of resale.
43 The Master Restrictive Covenant shall further provide monitoring and
44 compliance requirements including but not limited to those set forth below to
45 ensure compliance with the WHP. Every deed for a rental development with
46 WHP housing units and every rental agreement for each WHP unit shall
47 incorporate by reference the Master Restrictive Covenant. [Ord. 2019-033]

48 **b. Marketing of WHP Rental Units**

49 Marketing of WHP rental units is the responsibility of the WHP rental unit owner or
50 designee. Information regarding the WHP, including eligible income ranges and
51 the availability of workforce housing units, shall be posted in the leasing office and
52 website for the rental project, if any. The WHP rental unit owner or designee shall
53 also maintain current the information provided to the County regarding the rental
54 project. [Ord. 2019-033] [Relocated from: Art. 5.B.1.D.2.d, Marketing of WHP
55 Rental Units]

56 **c. Notifications to Palm Beach County**

57 The WHP rental unit owner or designee shall notify the Planning Director, or
58 designee, in writing prior to the commencement of leasing, to obtain the current
59 income and rent ranges. The WHP rental unit owner or designee shall provide the
60 Planning Director, or designee, with written notice of the date of occupancy of the
61 first WHP unit no later than five days after occupancy. The WHP rental unit owner
62 or designee shall also provide written notice to the Planning Director or designee
63 of a change in WHP rental unit owner or designee no later than 30-calendar days
64 after the change occurs. [Ord. 2019-033] [Relocated from: Art. 5.B.1.D.2.e,
65 Commencement of Rentals]

66 **d b. Rents Pricing/Affordability**

67
68 3) The rent ranges prices shall be updated annually by the Planning Director, or
69 designee, based on the monthly rent limits ranges published annually for the

1 Florida Housing Finance Corporation Multif-Family Rental Programs, by
2 number of bedrooms, ~~for~~. The rent ranges shall address the following income
3 subcategories ranges: > 60 to 70 percent; > 70 to 80 percent; > 80 to 90
4 percent; > 90 to 100 percent; > 100 to 110 percent; > 110 to 120 percent; >
5 120 to 130 percent; and, > 130 to 140 percent of MFI. The maximum rent
6 established by Palm Beach County for each income category and subcategory,
7 by number of bedrooms, constitutes the Maximum WHP Rent for that category
8 or subcategory. The WHP price initially established for the rental unit's income
9 category at the time of approval of the subject development shall be the rental
10 floor throughout the affordability period. No WHP unit is required to be rented
11 at a price below the rental floor, though an owner may opt to do so. [Ord. 2019-
12 033] [Relocated to: Art. 5.G.1.D.2.d.7)]

- 13 4) WHP Rents for required WHP rental units are set by the rental unit owner or
14 designee, and shall:
15 a) include any Mandatory Fees required to be paid by all tenants. Mandatory
16 Fees cannot be charged in addition to the Maximum WHP Rent, even if
17 such charges are designated as "Additional Rent" per the lease.
18 b) reflect the Utility Allowance if applicable.
19 c) not exceed the Maximum WHP Rent minus any applicable Utility
20 Allowance.

21
22 Voluntary Fees may be charged in addition to the WHP Rent, even if these
23 cause the Maximum WHP Rent to be exceeded.

24 Owners of WHP rental units may choose to include one or more utilities for the
25 unit in the base rental price. Units that do not include utilities must provide a
26 utility allowance in the form of a rent reduction based on the number of
27 bedrooms, according to a schedule established by the Planning Division.
28 Utilities shall include, but not be limited to, water, sewer, gas, and electric.
29 When one or more utility cost(s) are included within the WHP unit rent price,
30 and reasonable, reliable, and verifiable documentation is provided that
31 indicates the total utility cost included within the WHP unit rent price meets or
32 exceeds the stated utility allowance cost, then the utility allowance requirement
33 would be waived. If the utility costs are less than the prescribed utility
34 allowance, the difference shall be credited to the WHP resident's rent cost.
35 [Ord. 2019-033]

36 **5) Utility Allowance**

37 A Utility Allowance is required to be applied if the WHP rental units are subject
38 to a Utility Allowance pursuant to the Master Restrictive Covenant governing
39 the WHP rental units. The amount of the Utility Allowance shall be as
40 established by the Master Restrictive Covenant. For the purposes of this
41 provision, utilities are limited to water, sewer, gas, or electric service provided
42 directly to the unit, and not for common areas. Owners of WHP rental units
43 subject to a Utility Allowance must either:

- 44 a) reduce the rent by the amount of the Utility Allowance, if the cost of all the
45 identified utilities is billed to the WHP tenant by the WHP rental unit owner
46 or designee, the utility, or a third party; or
47 b) apply the Utility Allowance amount against the actual cost of the utilities
48 provided to the unit, if the cost of any of the identified utilities are borne by
49 the WHP unit owner and not billed to the WHP tenant by the WHP rental
50 unit owner or designee, the utility, or a third party. If the utility costs are less
51 than the prescribed Utility Allowance, the difference shall be credited to the
52 WHP resident's rent cost. If the cost of the utilities exceeds the Utility
53 Allowance, the excess cost may be charged to the WHP tenant, even if it
54 exceeds the Maximum WHP Rent for the WHP tenant's income category
55 or subcategory. Reasonable, reliable, and verifiable documentation is
56 required to confirm utility costs.

57 **6) Rentals Below Low-Income Category**

58 The owner of a WHP unit may request approval from the Executive Director of
59 the Planning, Zoning and Building Department, or designee to rent the unit to
60 a household having an income below 60 percent of Area Median Income, at a
61 rent below the minimum rent for the Low-Income category, but not to exceed
62 33 percent of the WHP tenant's monthly household income. The Executive
63 Director of the Planning, Zoning and Building Department, or designee, in
64 consultation with the Department of Housing and Economic Development,
65 shall consider the income characteristics of the census block(s) or tract(s)
66 where the development is located and any other relevant information in
67 determining whether to grant the request. [Ord. 2019-033] [Relocated from:
68 Art. 5.G.1.D.2.f, Compliance Reporting]

1 7) The rent ranges initially established for the rental unit's income category at the
2 time of approval of the Subject Development shall be the rental floor throughout
3 the affordability period. No WHP unit is required to be rented below the rental
4 floor, though a rental unit owner or designee may opt to do so. [Ord. 2019-033]

5 **[Relocated from: Art. 5.G.1.D.2.b.3)]**

6 **e. ~~e.~~ Income Qualification of WHP Tenants**

7 WHP units shall be rented only to an income-qualified household. The verification
8 of prospective WHP tenants as income qualified for the income rental unit category
9 or subcategory, pursuant to the requirements of this Article and procedures
10 established by the Department of Planning, Zoning and Building, is the
11 responsibility of the rental unit owner or designee ~~designated management~~
12 ~~company~~. **[Ord. 2019-033]**

13 **1) At Initial Lease Execution**

14 The household's income eligibility must be verified through completion of the
15 County's WHP lease addendum and WHP Rent calculation worksheet, which
16 are available on the County's website or from the Planning Director or
17 designee. The WHP rental unit owner or designee may request financial
18 documents it deems reasonably necessary to ensure the household is eligible
19 pursuant to the WHP. The WHP lease addendum and WHP Rent calculation
20 worksheet are submitted by the WHP rental unit owner or designee to the
21 Planning Director or designee for compliance review prior to or at the time of
22 lease execution, but no later than the timeframe specified in the Master
23 Restrictive Covenant for submittal of the lease addendum, or no later than ten
24 days after lease execution if no timeframe is specified.

25 **2) At Lease Renewal or at Income Reverification**

26 At renewals of the lease, the WHP rental unit owner or designee may choose
27 to reverify the Annual Household Income and assigned income category, but
28 is not required to do so. If the WHP tenant's income is to be reverified at lease
29 renewal, the WHP rental unit owner shall provide the tenant a minimum of 60
30 days' notice prior to renewal date of the intent to reverify. If no new income
31 reverification is completed at lease renewal, no new WHP lease addendum is
32 required, but the WHP rental unit owner or designee is required to provide the
33 WHP Rent calculation worksheet within ten days of lease renewal, indicating
34 the WHP Rent amount pursuant to the renewed lease, to the Planning Director
35 or designee for compliance review.

36
37 The WHP rental unit owner or designee may also reverify the income, adjust
38 the income category or subcategory, and adjust the WHP Rent of the WHP
39 rental unit during the course of the lease if requested by the WHP tenant due
40 to changed household circumstances, but is not required to do so.

41
42 In considering any income category reassignment as a result of the income
43 reverification, the required number of WHP rental units in each category shall
44 not be exceeded, except when opting to shift a WHP rental unit to a lesser
45 income category.

46
47 In the event of any reverification of Annual Household Income, a new
48 completed WHP lease addendum and WHP Rent calculation worksheet must
49 be provided to the Planning Director or designee for compliance review prior
50 to or at the time of lease execution, but no later than the timeframe specified
51 in the Master Restrictive Covenant for submittal of the initial WHP lease
52 addendum, or no later than ten days after lease execution if no timeframe is
53 specified in the Master Restrictive Covenant.

54 **~~d.~~ Marketing of WHP Rental Units**

55 ~~Marketing of WHP rental units is the responsibility of the rental unit owner or~~
56 ~~designated management company. [Ord. 2019-033] [Relocated to: Art.~~
57 **5.G.1.D.2.b, Marketing of WHP Rental Units]**

58 **~~e.~~ Commencement of Rentals**

59 ~~The owner of the rental WHP unit(s) shall provide the Planning Director, or~~
60 ~~designee, with notice of the date of occupancy of the first WHP unit. [Ord. 2019-~~
61 **033] [Relocated to: Art. 5.G.1.D.2.c, Notifications to Palm Beach County]**

62 **f. Compliance Review and Compliance Determination Reporting**

63 It is the County's intent that each Subject Development fulfill 100 percent of its
64 workforce housing obligation pursuant to its Development Order and this Chapter.
65 For each WHP rental unit, the Planning Director or designee shall review the WHP
66 lease addendum and/or WHP Rent calculation worksheet documenting the Annual
67 Household Income verified by the WHP rental unit owner or designee, the
68 household's WHP category and subcategory if applicable, and the WHP Rent to
69 be charged.

1
2 A WHP rental unit shall only be considered compliant once an accurate, complete,
3 and fully notarized WHP lease addendum and/or WHP Rent calculation worksheet
4 are provided to the Planning Director or designee, and the Planning Director or
5 designee verifies that the correct income category, income subcategory if
6 applicable, and rent are applied.

7
8 The Planning Director or designee shall notify the WHP rental unit owner or
9 designee of the result of the review of the submitted documents within three
10 business days of receipt.

11
12 If compliance issues are identified, the WHP rental unit owner or designee shall
13 address the issues identified by the Planning Director or designee to the Planning
14 Director or designee's reasonable satisfaction and resubmit the required
15 documentation for review within ten business days of the Planning Director or
16 designee's request.

17
18 A copy of the completed WHP lease addendum and WHP Rent calculation
19 worksheet shall be provided to the WHP tenant by the WHP rental unit owner or
20 designee within three business days of verification of compliance by the County.

21
22 If the documents are deemed compliant, the WHP rental unit shall be considered
23 compliant from the date of the event (lease start, lease renewal, or income
24 reverification), or the date the compliant documents were submitted to the County,
25 whichever is later.

26
27 The Planning Director or designee shall maintain a record of the project's WHP
28 unit compliance using the WHP lease addenda form and WHP Rent calculation
29 worksheets and other documentation provided by the WHP rental unit owner or
30 designee.

31
32 The Planning Director or designee may conduct site visits at reasonable times,
33 request rent rolls, unit ledgers, or other documentation, and/or perform other
34 independent investigation to verify compliance with the WHP. [Ord. 2019-033]

35
36 It is a violation of this Code if the project has failed to maintain a minimum of 90
37 percent of its WHP unit obligation for more than 60 consecutive days, has failed to
38 make a non-compliant WHP rental unit compliant within ten business days of
39 written notice provided by the Planning Director or designee, or has failed to
40 provide additional compliance documentation requested by the Planning Director
41 or designee within ten business days of the written request provided by the
42 Planning Director. In the event of a violation of this part or any other part of this
43 Section, the 30-year period will be extended by the amount of time a Code
44 Enforcement magistrate or judge finds that the Subject Development was out of
45 compliance.

46
47 ~~The owner of the WHP unit shall submit to the Planning Director, or designee, on~~
48 ~~a form provided by the County, an annual report containing information and~~
49 ~~documentation to demonstrate continued compliance with the WHP. The County~~
50 ~~may conduct site visits at reasonable times, or perform other independent~~
51 ~~investigation to verify continued compliance with the WHP. The owner of the WHP~~
52 ~~units shall also provide notice to the Planning Director or designee of a change in~~
53 ~~management company no later than 30 days after the change occurs. The owner~~
54 ~~of a WHP unit may request approval from the Executive Director of the Planning,~~
55 ~~Zoning and Building Department, or designee to rent the unit to a household having~~
56 ~~an income below 60 percent of Area Median Income, at a price below the minimum~~
57 ~~rent for the Low-Income category. The request is to include documentation of the~~
58 ~~owner's efforts to market the unit in the WHP income categories and other~~
59 ~~information demonstrating that current area market conditions do not support the~~
60 ~~rental of the unit to households in the 60 to 80 percent Low-Income category. The~~
61 ~~Executive Director of the Planning, Zoning and Building Department, or designee,~~
62 ~~in consultation with the Department of Housing and Economic Sustainability, shall~~
63 ~~consider the documentation provided, the income characteristics of the census~~
64 ~~block(s) or tract(s) where the development is located, and any other relevant~~
65 ~~information in determining whether to grant the request. [Ord. 2019-033] [Ord.~~
66 ~~2020-020] [Relocated to: above, Art. 5.G.1.D.2.c, Notifications to Palm Beach~~
67 ~~County, and Art. 5.G.1.D.2.d.6), Rentals Below Low-Income Category]~~

1
2
3
4
5
6
7
8
9
10
11
12
13

....

E. Enforcement

The County may enforce the requirements of the WHP through the County's Code Enforcement process or by bringing an action in the 15th Judicial Circuit Court in and for Palm Beach County, Florida, by any cause of action available at law or equity, and seek remedies including but not limited to, ~~seeking~~ specific performance, injunctive relief, rescission of any unauthorized sale or lease, reclassification of a market rate unit to a WHP unit, reclassification of the WHP unit income categories to lower categories ~~lesser unit to another income category~~, and extensions tolling of the 15-year recurring term of for-sale units or the 30-year non-recurring term for rental units ~~of the WHP~~. These remedies are not exclusive and may be awarded in combination with each other and in addition to any other remedy available to the County. [Ord. 2019-033]

....

EXHIBIT 2

TRANSFER OF DEVELOPMENT RIGHTS APPROVAL MODIFICATION

This exhibit revises the following Article(s):

ARTICLE 5 – SUPPLEMENTARY STANDARDS

Revision Key: Proposed revisions are shown with new text as underlined, deleted text in strike-out, and relocated text italicized. ~~Stricken and italicized~~ means text to be totally or partially relocated. Relocation notes are shown in brackets as **[Relocated to:]** or **[Relocated from:]**. Unaltered text omitted for brevity is indicated by a series of four bolded ellipses....

Part 1. ULDC Art. 5.G.3.K.3, Supplementary Standards, Density Bonus Programs, Transfer of Development Rights (TDRs) – Special Density Program, TDR – Receiving Area Procedure, Review Process, is hereby amended as follows:

1 **CHAPTER G DENSITY BONUS PROGRAMS**

2

3 **Section 3 Transfer of Development Rights (TDRs) – Special Density Program**

4

5 **K. TDR – Receiving Area Procedure**

6

7 **3. Review Process**

8 The review process for TDR applications is based upon the density and type of
9 residential development proposed as provided below, with the exception of the transfer
10 of density required by a FLUA amendment Ordinance which shall be reviewed by the
11 DRO subject to the provisions of Art. 2.C, Administrative Processes.

12



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

October 30, 2023

Tracey Powell
Deputy Clerk of the Circuit Court and Comptroller
Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401

Dear Tracey Powell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Palm Beach County Ordinance No. 2023-036, which was filed in this office on October 26, 2023.

Sincerely,

Anya Owens
Administrative Code and Register Director

ACO/wlh