

3H-26

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 10, 2007

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Agreement for Exchange (Exchange Agreement) with South Florida Water Management District (SFWMD) for portions of the SFWMD's 20 Mile Bend Property located south of State Road 80 and the L-7 Levee, and east of County Road 880;

B) approve County Deed conveying a .90 acre parcel of land to SFWMD as part of the Agreement for Exchange;

C) adopt Resolution approving the Agreement for Exchange with SFWMD without reservation of mineral rights;

D) approve Staff concluding negotiations with the Palm Beach Community College (PBCC) for the donation of land for construction of a Public Safety Training Facility; and

E) approve Staff commencing discussions with the Florida Fish and Wildlife Conservation Commission (FWCC) to develop a business plan for a public shooting park.

Summary: SFWMD currently owns approximately 135 acres of property immediately to the west of the County's Law Enforcement Training Facility at 20 Mile Bend. A multi-use development ultimately consisting of four uses (SFWMD Field Station, County Law Enforcement Training Facility, Palm Beach Community College Public Safety Training Facility, and Public Shooting Park) is proposed and requires a re-alignment of property ownership and joint master planning for the entire site to facilitate effective and orderly development of the property. The Exchange Agreement provides for SFWMD to; 1) convey by Quitclaim Deed 11.57 acres for an expansion to the County's Law Enforcement Training Facility, 2) convey by Quitclaim Deed 84.61 acres for the development of a public shooting range, 3) dedicate by plat 5.51 acres for an internal circulation road, 4) grant an ingress/egress easement to access Boat Ramp Road, and 5) donate 20,000 cubic yards of fill from a nearby stormwater treatment area. The County will pay \$25,000/ acre appraised value for the 11.57 acres that is being added to the Law Enforcement Training Facility and there is no compensation for the remainder of the property to be conveyed. In exchange, the County will; 1) convey by County Deed .90 acres to SFWMD, 2) grant a lease to SFWMD for the installation and maintenance of radio equipment on the existing and adjacent County tower, and 3) apply for and secure re-zoning, subdivision and storm water management conceptual approvals for the entire 200 acre parcel. Neither the County or SFWMD's deeds will include any reservations for phosphate, minerals, metals, and petroleum rights. The Exchange Agreement contains a 60 day inspection period to perform due diligence, including an environmental assessment. If approved by the BCC, Staff will conclude its on-going negotiations with PBCC for the donation of 21.5 acres of the Law Enforcement Training Facility property for the development of a Joint Public Safety Training Facility pursuant to the terms conceptually approved by the BCC on September 25, 2005 and further defined in the Exchange Agreement. It is Staff's intent to present the donation agreement to the BCC at a meeting in June. In addition, Staff will formalize its discussions with the FWCC to develop a business plan for the funding, design, construction and operation of a public shooting park including public input workshops. It is Staff's intent to present the business plan to the BCC in September. **(PREM) Countywide/District 6 (HJF)**

continued on page 3

Attachments:

1. Location Map
2. Agreement for Exchange
3. County Deed
4. Resolution
5. Budget Availability Statement

**Agenda item is more than 50 pages;
may be viewed in Administration.**

Recommended By: Keith Ann May Wolf 3/25/07

Department Director

Date

Approved By: [Signature] 4/4/07

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>289,250</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>289,250</u>	=====	=====	=====	=====

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget: Yes No _____

Budget Account No: Fund 3803 Dept 411 Unit B377 Object 6101
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: The expenditures identified above represent the acquisition costs associated with the purchase of 11.57 acres from the SFWMD and funding for this expenditure was budgeted for from Law Enforcement Impact Fees in the FY 06 CIP. In addition the BCC previously approved \$50,000 for the preparation of the Feasibility Study for the PBCC Public Safety Training Facility at this property.

This Agreement does obligate the County to accelerate the expansion of the Law Enforcement Training Facility to accommodate the construction of the PBCC Public Safety Training Facility with notice by the PBCC in sufficient time to include the that funding in a subsequent fiscal year.

The donation agreement with PBCC is anticipated to^{be} brought to the BCC for their approval in June '0

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments: The County is obligated to extend water & sewer, and road improvements in the event PBCC constructs its facility. As part of the donation agreement to be entered with PBCC, the County will pass these obligations onto PBCC.

[Signature] 3/30/07
 OFMB *[Signature]* 3/29/07

Contract Development and Control
[Signature] 4/13/07 *[Signature]* 4/13/07

B. Legal Sufficiency:
[Signature] 4/5/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification

Exchange Agreement: The SFWMD's 20 Mile Bend Property consists of approximately 135 acres prior to the Exchange Agreement. The Exchange Agreement provides for the re-alignment in ownership as follows.

Current Ownership	Acres	Ownership After Agreement	Acres
SFWMD	135.04 acres	SFWMD - Field Station	34.25
County - LE Training Facilities	65.57 acres	County - LE Training Facilities	78.48
County - Tower	1.19 acres	County - Tower	1.19
		County - Public Shooting Park	81.18
		County - ROW Dedication	5.51
Total	200.61		200.61

The 96.18 acres of property will be conveyed to the County from SFWMD without reservation of mineral rights and the County will convey the .9 acre property to the SFWMD in the same manner. The Agreement provides for an Inspection Period of sixty (60) days from the date the Board of County Commissioners signs the Agreement to perform an Environmental Site Analysis and any additional necessary due diligence. SFWMD is a corporate body politic pursuant to the Constitution of the State of Florida, and therefore, no Disclosure of Beneficial Interest is required.

There are various terms of the Exchange Agreement which should be noted. SFWMD granted the County an easement, dated July 16, 1996 (R96-971-D), for access rights to Boat Ramp Road, north of the 20 Mile Bend Property. Additional access easements across the L-7 Levee and Boat Ramp Road will be entered into by the County and PBCC with SFWMD to facilitate the development of the property.

Roth Farms Inc. currently leases a portion of the SFWMD property. The lease between Roth Farms Inc. and SFWMD expires February 25, 2008, and has no provisions to renew or extend the Lease Agreement. The lease can be terminated by the Lessor upon 180 days prior written notice or upon harvest of the then current crop, whichever is later. A portion of the property leased by Roth Farms Inc. will be conveyed to the County. As part of the conveyance of property to the County, SFWMD will assign to the County a portion of the lease between Roth Farms Inc. and SFWMD. Because of the land contribution by SFWMD, the County will not require SFWMD to refund any of the advanced rental payment previously collected by SFWMD.

Due to the nature of the uses on the property, both parties acknowledge that joint planning for the effective and orderly development must take place up front and into the future and that each of the parties need to protect its investment in the property as well as its ability to use the property for its intended purpose. In order to implement this in the long term, both the County and SFWMD agree and acknowledge that the other party has the right of first refusal on any portion of the 20 Mile Bend Property that is to be sold to a non-governmental user or for a use other than that contemplated.

The Exchange Agreement contains development obligations of the County which include costs associated with re-zoning and platting the 200 acres, as well as the permitting of a surface water management system sufficient to secure a Environmental Resources Permit (ERP) from the Department of Environmental Protection (DEP) for the entire 200 acres. The County and SFWMD submitted a joint application to re-zone the acreage not currently zoned Public Ownership (PO) on February 21, 2007 along with two waivers to the subdivision provisions of the ULDC. The first waiver is from the requirement that each lot abut a street providing said lot with legal access consistent with the standards. Staff is proposing that the variance be granted to allow access from Levee Access Road which is governed by a recorded 40' Easement Agreement giving the County maintenance responsibility. The second variance is from the requirement that the time of completion of all required improvements be no longer than 21 months from the date of the issuance of the Land Development permit. Staff is proposing that a variance be granted to tie the completion of the construction of the internal 80' right of way to the certificate of occupancy of the first building in the SFWMD Field Station and not before.

After rezoning, the County will submit for subdivision plan approval and then plat the entire 200 acres. As part of the platting process, SFWMD has agreed to dedicate an 80 foot wide internal circulation road. SFWMD will be responsible for the construction of the internal circulation road upon the earlier of either the termination of the County's and/or PBCC's rights under the Access Easement agreements for Boat Ramp Road, or the construction of SFWMD's field station (assuming the waiver discussed above is granted). Concurrent with the rezoning and platting, the County will be preparing the ERP.

Background and Justification (con't)

PBCC Public Safety Training Facility. On September 25, 2005 the BCC received and filed the Feasibility Study for the Palm Beach Community College Public Safety Training Facility at the County's Law Enforcement Training Facility. At the same meeting, the BCC authorized Staff to commence negotiations with PBCC for the terms of a donation of approximately 13.6 acres its Public Safety Training Facility with an option for the donation of an additional 7.9 acres. The Exchange Agreement will increase the acreage associated with the Law Enforcement Training Facilities sufficient to allow for the donation of up to 21.5 acres. Also at that time, the BCC approved the key terms of the donation with PBCC which have been summarized below. A brief status on each has also been included.

1. County will purchase land from SFWMD for the purpose of the Public Safety Training Facility. This is completed with the Exchange Agreement.

2. County will convey to PBCC at no cost, but for transaction costs, 13.6 acres for the purpose of constructing and operating a Public Safety Training Facility. The conveyance shall be subject to use restrictions for public safety educational facilities and training purposes and a reverter clause for continuous use contingent upon; 1) meeting minimum design and construction requirements and use restrictions, 2) entering into a design agreement for the facilities prior to September 27, 2010, and 3) having commenced construction on a major phase of the facilities prior to September 27, 2013. The land transfer will be accomplished with the Donation Agreement

2b. County shall secure a non-exclusive access easement from CR 880 to the Training Facility for use as primary access to the Public Safety Training Facility. This is completed with the Exchange Agreement along with the requirement for alternate access from the internal circulation road to be dedicated by plat in the event that the easement rights are terminated.

3. County shall reserve 7.9 acres for the exclusive use of PBCC for a period of five years for the use of fire training props in the event that the State Fire Marshall states in writing that it can not certify the educational programs without the props being physically located at the Public Safety Training Facility. The land required to meet this obligation will exist with the completion of this Agreement.

4. County will utilize up to three acres of County property for the purpose of accommodating storm water from the 21.5 acre Public Safety Training Facility. The County agrees to construct the lake which will be used to meet the Public Safety Training Facilities' storm water requirements as part of the Law Enforcement Training Facility Expansion Project provided PBCC; 1) gives adequate notice to County by March 1 for funding in the following fiscal year beginning in October, and 2) provides adequate notice to allow for design and construction. The ERP being prepared will set forth the overall storm water management plan for the entire 200 acres with the first three acres of storm water being addressed within the County's training lake being constructed as part of the Law Enforcement Training Facility Expansion project. The College has informally given notice to the County and as such Staff is including the costs of the expansion of the Law Enforcement Training Facility in the FY 07 budget. Formal notice should be forthcoming at the end of the legislative session in time to re-enforce or postpone this funding requirement.

5. PBCC shall pursue and make every attempt to co-utilize the non-classroom training props at the PBCFR Training Facility at Skees Rd in lieu of constructing same at 20 Mile Bend. PBC Fire Rescue, PBCC and the State Fire Marshal are working together to develop a memorandum of understanding which will identify the key terms of a joint use interlocal agreement which can be approved by the State at such time that the PBCFR Training Facility receives its certification.

6. PBCC will negotiate an amendment to the interlocal agreements for the use of the Law Enforcement Training Facility and Driving Range with similar terms to the existing agreements. This requirement will be included in the Donation Agreement.

7. PBCC will consult with the County and allow the County to review plans for the Public Safety Training Facility to ensure that the design does not inhibit the use of the County's existing or proposed Law Enforcement Training Facility and that the parking can be jointly used by the County/PBSO for training purposes subject only to schedule coordination. PBCC will design its non-classroom training facilities (that are not available at the County's law enforcement training facility) with sufficient capacity, either by design or reasonable schedule allocation, to allow for shared use by the Sheriff at no cost. This will be addressed in detail in the Donation Agreement.

8. PBCC will design, construct and fund the access road to the Training Facility from CR 880 within the access easement granted by the County. The PBCC will not be required to fund access road improvements requested by the County which are beyond those required to accommodate the Training Facility. The traffic study prepared for the re-zoning application only required improvements within the access easement along Levee Access Road as a result of PBCC traffic generation patterns. In addition, PBCC will agree to design (construct and grant an easement over) its facilities in such a way that which will allow access to the Shooting Park from Levee Access Road on the same improvements being constructed for the Public Safety Training Facilities until such time that the internal circulation road is constructed by SFWMD. The requirement to make those improvements will be included in the Donation Agreement.

Background and Justification (con't)

9. PBCC will allow for special event public parking in the parking area of the Public Safety Training Facility subject to a special event license agreement. In the event that County is the licensee, no fees shall be associated with the license agreement. This requirement will be included in the Donation Agreement.
10. PBCC will allow PBSO/County to use classrooms and other training facilities at the Public Safety Joint Training Facility at no cost to the County/PBSO when not being used for PBCC purposes, subject only to schedule requirements. This requirement will be included in the Donation Agreement.
11. PBCC will allow the County to use the Public Safety Training Facility for events sponsored and permitted by the PBC Sports Commission subject to a separate written agreement governing use and fees for recovery of out of pocket expenses. This requirement will be included in the Donation Agreement.
12. PBCC acknowledges 1) the County's voluntary expenditure of \$530,000 in support of the land acquisition and construction for PBCC, 2) the County investment of approximately \$2,250,000 in existing and proposed non-classroom law enforcement training facilities, 3) the County commitment to fund its expansion to the Law Enforcement Training Facility in a time frame required to support the construction of the Public Safety Training Facility, and 4) the use of the PBCFR Training Facility would save approximately \$3,100,000 by the sharing of non-classroom fire rescue training facilities. As such, PBCC agrees not to request any additional monies from the County or PBSO in support of design and/or construction of the Public Safety Training Facilities. This acknowledgment will be included in the Donation Agreement.
13. PBCC will agree to include the language "Funded in part by the Palm Beach County Board of County Commissioners" to any promotional materials and permanent signage at the facility. This requirement will be included in the donation agreement.

In addition, the following terms are requirements of the Exchange Agreement that will be included in the Donation Agreement that arose subsequent to the BCC's direction on the Feasibility Study, during the negotiations with SFWMD. During negotiations with SFWMD, PBCC concurred with each becoming a part of the Donation Agreement.

1. The County is required to master plan (re-zoning, subdivision plan and platting) and secure a storm water permit for the County, PBCC, and SFWMD properties. PBCC has agreed to fund the costs of the master plan directly related to the PBCC property and 50% of all costs associated with the preparation of the ERP. This obligation will be included in the Donation Agreement.
2. The County is required to extend (and up size the pipes if necessary) water and wastewater infrastructure to the Public Safety Training Facilities to accommodate the SFWMD's estimated requirements and extend the lines to the western property line of the Public Training Facility property line. This obligation will be included in the Donation Agreement as well as the obligation to provide a connection point for the Law Enforcement Training Facility at no cost to the County.

Public Shooting Park.

In 1992, the Board reviewed a staff report and task force recommendations on potential sites for a Public Shooting Park and provided direction to identify a site and an appropriate approach for the construction/operation of same to meet the needs of recreational/competition shooters. Later that year the Shooting Ordinance (which prohibits shooting generally east of 20 Mile Bend) was adopted as direct result of encroachment of growth in the formerly undeveloped area where citizens previously were able to shoot safely. While the Ordinance does not require the County to construct a range, it was discussed that the County would continue its on-going efforts to site such a facility. Since that time the need for a public shooting park grew due to development pressures closing all of the long arm, sporting clay, and skeet and trap ranges in Palm Beach County. Only a handful of indoor ranges exist for handgun use. This is all during the same time that the number of recreational/competition shooters and persons with hunting permits are also growing. The BCC re-affirmed its direction to Staff to identify and secure a site for the public shooting park in workshops in 1998 and again in 2002. Securing the property is a significant milestone in getting a Public Shooting Park but there is still a lot of planning that needs to take place to deliver a Park (possibly in phases) that addresses the most immediate needs first in an economical manner.

For planning purposes, the County's Public Shooting Program Coordinator, FDO Staff and FWCC have identified the most needed facilities and the likely mix of ranges and amenities to meet the needs of the public. However, the actual number and type of ranges to be provided still needs to be determined during the summer through a series of public workshops and after a thorough analysis of the number of hunting permits and enrollment in hunter education and safety courses has been completed. This effort will also allow for the development costs to be estimated for the purposes of; 1) identifying funding sources, and 2) influencing the development and phasing plan for the Shooting Park.

Background and Justification (con't)

FWCC has expressed an interest in either taking the lead in the operation or partnering with the County in the operation of the Shooting Park. Statewide, there are a number of examples of local partnerships with FWCC to deliver shooting parks including FWCC taking the lead in operation to the County taking the lead in operation with funding and technical support from the FWCC. County Staff is proposing that it proceed jointly with FWCC to staff the public workshop and develop a business plan for PBC's Shooting Park which best serves the needs of our residents and report back to the Board in September 2007 with a business plan that; 1) identifies the proposed operating model for the range, 2) the desired facilities and amenities phased to possible funding scenarios, and 3) funding sources for both the development and long term operation of the Shooting Park.

As far as funding is concerned, Parks and Recreation has allocated \$500,000 in FY 07 from Parks Bond proceeds for the design of the Park. In addition, in January 2007, Parks identified an additional \$3,000,000 in funding towards the Park being necessary within the next 10 years. Even with this funding allocation, it is anticipated that the total cost of constructing a shooting park will be at least double that for all of the anticipated facilities. Additional funding sources will need to be identified. The timing and amount of additional funding will be a function of the approach to the development of the park chosen and the recommended operating model.

In preliminary discussions with FWCC, they have indicated a willingness to consider the allocation of their annual range enhancement (Pittman-Robertson Act funds) towards this project and have been working closely with the Florida Wildlife Foundation to secure private funding for the development of this public shooting park. FDO and FWCC Staffs are proposing to jointly staff the public workshops and develop a business plan as discussed above for consideration by the FWCC and BCC in September 2007.