

34-9

Agenda Item #:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 2, 2007 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve** the West Palm Beach Intermodal Transfer Facility Plat; and
- B) approve** a Easement Agreement with South Florida Regional Transportation Authority (SFRTA) to allow for the County's use of portions of the SFRTA property in the development of the West Palm Beach Intermodal Transfer Facility (ITF); and
- C) approve** a License Agreement with SFRTA to allow County employees use of SFRTA restroom facilities and for the shared usage of employee parking areas; and
- D) approve** a Temporary Construction Easement with SFRTA; and
- E) approve** a Parking Agreement with SFRTA that requires any future development of the ITF property to provide for 250 public parking spaces for SFRTA riders; and
- F) approve** a Parking Lot Easement Agreement with SFRTA that allows SFRTA to develop a temporary public parking lot on the unused portion of the ITF property; and
- G) accept** a Quitclaim Deed from the City of West Palm Beach for .4 acres located at the southeast corner of Banyan Boulevard and Clearwater Drive.

Summary: The County assembled 6.6 acres at the southeast corner of Banyan Boulevard and Clearwater Drive for development of the ITF, including a Palm Tran bus transfer station and additional facilities for Tri-Rail. In 2003, the County conveyed .9 acres of this property to SFRTA for right-of-way and development of SFRTA's elevated crossover. These Easements and Agreements provide for the unified development of the ITF. The ITF is designed to enhance the public ground transportation network and bring together the commuter rail and bus systems in a manner that facilitates transfer between the different modes of public transportation. The City is requiring the entire 6.6 acre ITF property be platted as a condition of site plan approval. Both the County and SFRTA are required to execute the plat as property owners. The SFRTA is expected to approve the plat on September 28, 2007. At SFRTA's insistence, the Parking Agreement requires that any future development of the ITF property provide 250 parking spaces for SFRTA use. The County is scheduled to commence its work in February of 2008. **(PREM) District 7 (HJF)**

*****Continued on Page 3*****

Attachments:

- | | | |
|-------------------------------------|-----------------------------------|--|
| 1. Location Map | 6. Parking Agreement | Agenda item is more than 50 pages;
may be viewed in Administration. |
| 2. Plat | 7. Parking Lot Easement Agreement | |
| 3. Easement Agreement | 8. Quitclaim Deed | |
| 4. License Agreement | 9.. BAS | |
| 5. Temporary Construction Agreement | | |

Recommended By: Keith Anthony Wong 9/14/07
Department Director Date

Approved By: Robert Weisman 9/27/07
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>15,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$15,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 3804 Dept 541 Unit 0464 Object 6505 Program PT893-GY07

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

\$15,000 for License Agreement. Funding for development of the Facility will be handled by subsequent items.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 9/20/07
 OFMB
 9/20/07
 CN
 9/19/07

[Signature] 9/24/07
 Contract Development and Control
 9/24/07

B. Legal Sufficiency:

[Signature] 9/27/07
 Assistant County Attorney
 for HP

This item complies with current County policies.

At the time of CDC's review, the various documents were not executed.

C. Other Department Review:

 Department Director

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

Background and Justification: On December 1, 1992, the Board approved the purchase of 6.05 acres located at the southeast corner of Banyan Boulevard and Clearwater Drive in West Palm Beach from CSX Transportation (R-92-17950). Additionally, on October 13, 1992, the Board approved the acquisition of .4 acres from the City of West Palm Beach (R-92-1479-D), and on May 15, 2007, the Board approved the acquisition of an adjacent .25 acres from the Florida Department of Transportation (R-2007-0769). The County previously conveyed .9 acres to the SFRTA to construct their improvements (R-2003-1116), of which .1 acre is in use as right-of-way and is not included within the proposed platted area. The ITF will ultimately provide a centralized location for transfers between bus, train and passenger vehicle modes of transportation. The County anticipates that construction on the ITF will begin in February of 2008.

PLAT & QUITCLAIM DEED

The County's 5.8 acre parcel includes a .4 acre triangular shaped parcel at the corner of Banyan and Clearwater which was conveyed by Special Warranty Deed from the City of West Palm Beach to the County in 1992. The Special Warranty Deed contained a reverter clause which specified that if construction of the ITF was not completed within 3 years, or if the property ceased to be used as a transit facility, then all right, title and interest in the .4 acre parcel would revert back to the City. The County was unable to commence construction within the three (3) years. Now that development is proceeding, and in order to obtain clear title to this .4 acre parcel, the City has agreed to provide the County a Quitclaim Deed for the property, which will include a modified restriction required development to commence within three (3) years or the property will revert to the City. This Quitclaim Deed will be executed by the City upon receipt of the plat signed by both SFRTA and the County.

EASEMENT AGREEMENT and TEMPORARY CONSTRUCTION EASEMENT

The Easement Agreement will allow the County to construct some of its improvements on SFRTA's property between the eastern limits of the County property and the railroad right-of-way. The easement area is approximately 600' x 16' (.25 acres). The Temporary Construction Easement will allow for relocation of SFRTA's fencing and water pump from within the easement area to an adjacent area. This temporary construction easement area is adjacent to and north of the Easement Agreement area, varies in size, and includes .021 acres. The Temporary Construction Easement will terminate at the earlier of the completion of the construction or three (3) years from the effective date.

LICENSE AGREEMENT

A License Agreement is required to allow County staff working within the ITF to use existing SFRTA restroom facilities, and to allow SFRTA's staff use of the existing parking lot located at the northeast corner of the County property. The License Agreement provides for the County to reimburse SFRTA up to \$15,000 for the costs associated with its modifications to provide access for the County staff. The term of the License Agreement is for a period of ten (10) years, with automatic renewals for ten (10) year terms, unless terminated by either party with a 365-day advance written notice.

PARKING AGREEMENT

The Parking Agreement will ensure that prior to any conveyance or lease of the County's undeveloped portion of the Transfer Facility Property to a third party developer, the third party developer will be required to enter into an agreement with SFRTA that will include 250 public parking spaces in any future development of the unused portion of the ITF Property. Until such time, a perpetual non-exclusive Parking Lot Easement Agreement will be granted to SFRTA's for its use of the County property as a public parking lot. All costs associated with development, construction and maintenance of the parking lot will be the responsibility of SFRTA. Both the Parking Agreement and the Parking Lot Easement Agreement can be terminated by either party by 365-days advance written notice.