

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 18, 2007	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Submitted By:	Engineering and Public Works				
Submitted For:	County Engineer				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Second Amendment to the Interlocal Agreement with the City of West Palm Beach (City), R94-1859D, dated December 20, 1994, extending the date when mitigation fees would be remitted to Palm Beach County (County) from 2010 to 2025, and extending the effective date of the Agreement from 20 years to 31 years.

Summary: In 1994, the City and the County entered into an Agreement regarding the alignment, mitigation and construction of Roebuck Road. The First Amendment to the Agreement amended the alignment of Roebuck Road. This Amendment extends the date of the entire Agreement and allows the County until 2025 to collect the mitigation fees previously collected by the City. At the request of the City, the County previously had not scheduled this road for construction. It is now included in the current Road Program for construction in FY 2011. The Agreement date associated with the payment of the mitigation fees needs to be modified to reflect the current schedule. District: 2 (MRE)

Background and Justification: In 1994, the City and the County entered into an Agreement regarding the alignment, mitigation, and construction of Roebuck Road. The First Amendment to the Agreement amended the alignment of Roebuck Road. It has now been determined that the original dates were not reasonable. The Second Amendment extends the date of the entire Agreement and allows the County to collect mitigation fees previously collected by the City of West Palm Beach through 2025.

Attachments:

1. Location Sketch
2. Second Amendment
3. Original Agreement (R94-1859D)

Recommended by:

Department Director

Date

Approved By:

A. J. Webb
County Engineer

12/4/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R.D. Ward 11/27/07

III. REVIEW COMMENTS

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

John D. ... 12-04-07
OFMB
attn 12-4-07 SW 12/4/07 CN 12/4/07

Jim J. ... 12/6/07
Contract Dev. and Control
by ... 12/5/07

B. Approved as to Form and Legal Sufficiency:

Monica R. ... 12/7/07
Assistant County Attorney

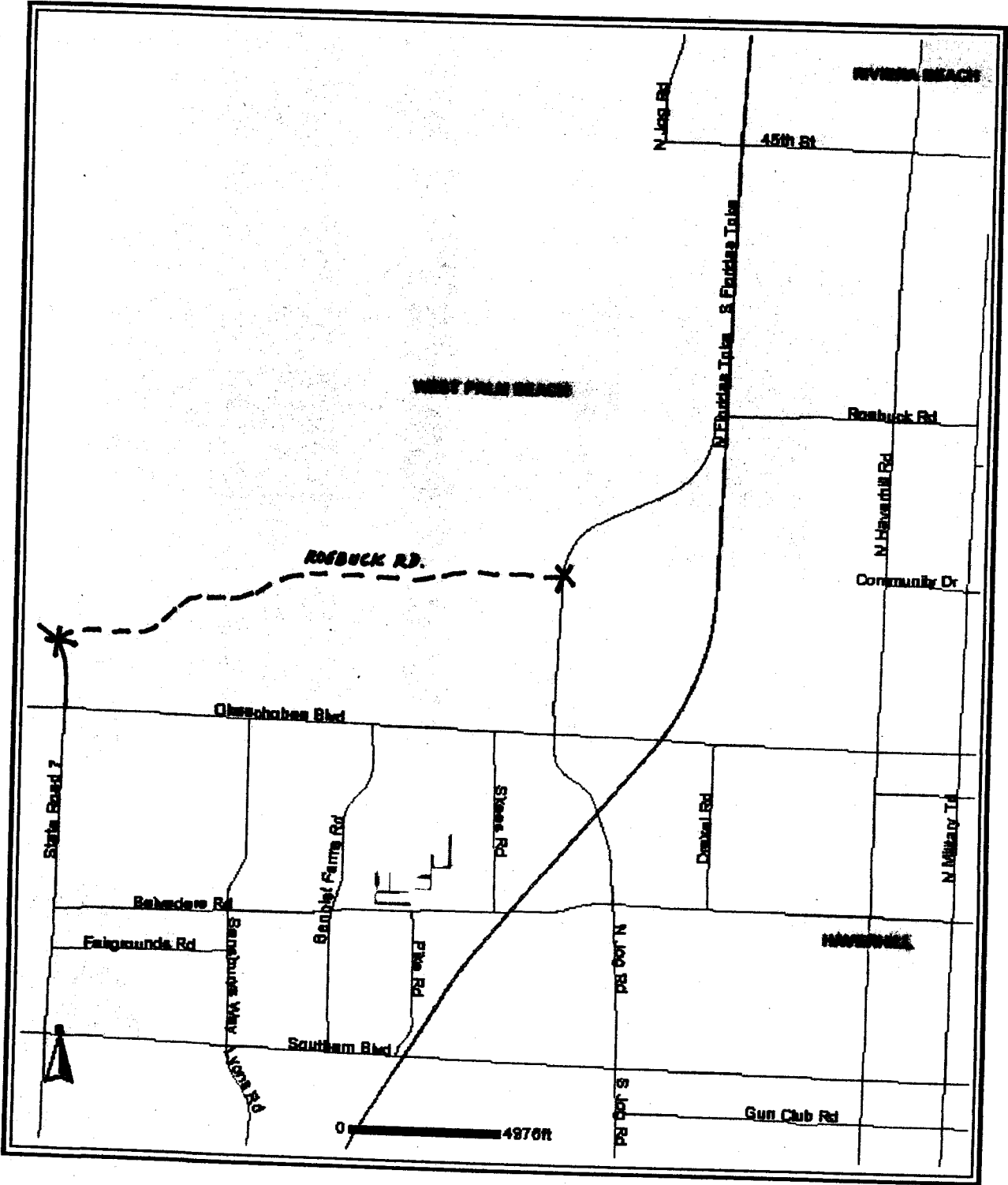
This amendment complies with
our review requirements.

At the time of our
review, the Amendment
was not executed.

C. Other Department Review:

Department Director

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



Map Scale 1:59717

Map produced on 11/28/2007

Location Map

**THIS SECOND AMENDMENT TO AN AGREEMENT DATED
DECEMBER 20, 1994 (R94-1859D) BETWEEN THE CITY OF
WEST PALM BEACH AND PALM BEACH COUNTY
FOR THE ALIGNMENT AND CONSTRUCTION OF ROEBUCK ROAD**

THIS AMENDMENT to the Agreement dated December 20, 1994 (R94-1859D), is made as of this ____ day of _____, 2007, by and between the CITY OF WEST PALM BEACH, a Florida municipal corporation, hereinafter referred to as the "CITY" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the CITY and the COUNTY entered into an agreement dated December 20, 1994, hereinafter referred to as the "AGREEMENT", setting forth the dates for payment of mitigation fees and for termination of this agreement; and

WHEREAS, it has now been determined that these dates cannot reasonably be achieved.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The AGREEMENT dated December 20, 1994, between the CITY and COUNTY is hereby amended as follows:

Section 7.4 In the event the COUNTY does not commence construction of Phase II on or before the year 2025, the CITY shall be entitled to retain all mitigation fees above those already remitted to the County.

Section 11. This agreement shall be in effect for 31 years from the date it is executed by all parties.

3. All other provisions of the AGREEMENT dated December 20, 1994, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the individuals signing below pursuant to the authority vested in them. The parties have executed this Agreement and it is effective on the date first above written.

CITY OF WEST PALM BEACH

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

By: _____
Mayor

By: _____
Addie L. Greene, Chairperson

ATTEST:

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: _____
City Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

By: _____
Assistant County Attorney

Date: _____

Date: _____

APPROVED AS TO
TERMS AND CONDITIONS

By: By T. Webb

Date: 12/3/07

INTERLOCAL AGREEMENT

DEC 20 1994

This Interlocal Agreement is made the 21st day of November, 1994 between the City of W. Palm Beach, Florida (hereinafter "City") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County").

W I T N E S S E T H

WHEREAS, Section 163.3171, Florida Statutes, authorizes the joint exercise of powers of governing bodies granted pursuant to Chapter 163 upon final adoption of an agreement by such governing bodies involved; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the joint exercise of power or authority which public agencies share in common and which each might exercise separately; and

WHEREAS, City and County both have authority and are mandated to adopt comprehensive plans in accordance with Chapter 163, F.S.

WHEREAS, City and County have each adopted comprehensive plans in accordance with Chapter 163, F.S., which contain future land use elements and which identify existing and proposed major thoroughfares; and

WHEREAS, Roebuck Road and Jog Road are identified on Palm Beach County's Thoroughfare Right-of-Way Identification Map (TIM) as future thoroughfare roads; and

WHEREAS, the Palm Beach County Charter Section 1.3 authorizes Palm Beach County to set levels of service on arterial and collector roads which are not the responsibility of a municipality and to restrict the issuance of development orders for projects which would generate traffic exceeding the adopted level of service; and

WHEREAS, the area bounded by Okeechobee Boulevard, the Florida

Turnpike, State Road 7 (as currently aligned on the State Road Plan), the West Palm Beach Water Catchment Area and, the north line of Sections 15 and 16 (the "Roebuck Area") includes several residential and commercial projects which are in various states acquiring development approvals from the City and other governmental agencies (the projects and/or owners shall hereinafter collectively or individually be referred to as "Developer(s)" or "Developments(s)"). The Roebuck Area is shown on the sketch attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the City desires to acquire the western half of Section 15 and Section 16 of Township 43, Range 42; and

WHEREAS, on July 19, 1994, County conceptually approved the alignment of Jog Road ("Jog Road") and the alignment of Roebuck Road ("Roebuck Road Extension"); and

WHEREAS, the City and the County recognize that the Developments would add traffic to other roads on the thoroughfare system which are projected to operate below the adopted LOS in the future, if Roebuck Road were removed from County's TIM or if the County were unable to construct Roebuck Road; and therefore, the County would not be able to grant a Concurrency Reservation to the Developments; and

WHEREAS, Roebuck Road is planned to be located between the City's Water Catchment Area and Okeechobee Boulevard and will affect associated natural wetlands; and

WHEREAS, the City and the County recognize that the connection of Roebuck Road and Jog Road would alleviate the traffic on Okeechobee Boulevard and are willing to take the necessary action to facilitate this project, and

WHEREAS, the Board of County Commissioners and the City Commission met in a joint workshop on January 18, 1994 to discuss the need to plan for Roebuck Road and reach a consensus to work together to plan for the future construction of Roebuck Road.

NOW THEREFORE, in consideration of the obligations and undertakings as described below and in consideration of joint planning, the parties hereby agree as follows:

1. The City and County agree that the above recitations are true and correct and are incorporated herein by reference.

2. The City shall use its best efforts to modify any pending or existing Development Orders for projects in the Roebuck Area to include the following conditions:

2.1 Each Development shall be obligated to:

a. Show a 120 ft. - 240 ft. right of way¹ for Roebuck Road, Roebuck Road Extension and/or for Jog Road in Section 15, as appropriate and approved by the County Engineer, on the Development's Master Site Plan. For purposes of this Agreement, the alignment of Roebuck Road shall be the alignment which received conceptual approval by the Palm Beach County Board of County Commissioners on November 1, 1994 which is commonly referred to as North Alignment "B" (hereinafter "Roebuck Road" shall refer to this alignment or Roebuck Road Extension, which ever is appropriate to the Development). In the event only a portion of Roebuck Road or Jog Road traverses any part of a Development, only that portion which crosses the Development shall be included in the Master Site Plan (hereinafter references to "right of way" shall mean Roebuck Road and/or Jog Road, as appropriate; and

b. Provide written notice of the modification to the

¹ The determination of the amount of right of way which must be shown will depend on several contributing factors, including but not limited to, and evaluation of whether the Development

- (i) has a drainage system which is immediately adjacent to the right of way;
- (ii) will be able to take drainage directly from the right of way;
- (iii) can only accept drainage which has undergone water quality treatment

Master Site Plan to those governmental permitting agencies to whom the Developer has submitted permit applications including, but not limited to, the City, the County, South Florida Water Management District, the Army Corp of Engineers, Northern Water Control District and/or the Department of Environmental Protection; and

c. Dedicate the right of way to the County when recording any plat in the Development in which the right of way is located. Notwithstanding the foregoing, at such time as County is prepared to commence construction of the right of way and upon request by the County Engineer, the Developer shall deliver a Warranty Deed to the County for the right of way; and

d. Accept drainage or accept water quality treated drainage from Roebuck Road and Jog Road in Section 15, as determined in 2.1a above, for the portion of the right of way which traverses or runs parallel to the Development into the Development and provide for a drainage plan which will be sufficient to accommodate the drainage from Roebuck Road and Jog Road for the portion of the right of way which traverses or runs parallel to the Development.

e. Grant the County any Drainage Easements necessary to provide legal positive outfall from the right of way into the Development's drainage system. In addition, in the event the County commences construction of the right of way before the Development is prepared to accept the drainage, the Development shall grant County a Temporary Drainage Easement for this purpose; and

f. Require that the Developments assist in the cost of any mitigation requirements which may result from the location of

Roebuck Road and Jog Road by paying a fee per unit, which fee shall be collected at the time of the receipt of a building permit and shall be held by the City in accordance with Paragraph 7 below; and

g. Require that construction phasing be tied to assured construction of roads as required by the County's Traffic Performance Standard Ordinance, Section 7.9 of the Unified Land Development Code. (This Paragraph 2.1a. thru 2.1g., inclusive, shall hereinafter be referred to as the "Conditions").

2.2 The Conditions shall also be included in any new Development Orders issued by the City for projects in the Roebuck Area.

2.3 The City shall not modify, waive or amend the Conditions contained in this Interlocal Agreement in any Development Order for projects in the Roebuck Area without the prior written consent of County and the Developer.

2.4 Prior to approving any modification to a Master Site Plan, an original Master Plan, a plat and a drainage plan for any Development within the Roebuck Area which affects the proposed Roebuck Road or Jog Road, the City shall submit the same to the County for its written consent, which consent shall not be unreasonably withheld or delayed. The County's consent shall be limited to review of such plans and plats as they relate to the planning, design, permitting and construction of Roebuck Road and Jog Road.

3. When the Development order has been modified to include the Conditions contained in this Interlocal Agreement as determined by the County Engineer, and the Development has completed Conditions 2.1a and 2.1b the Development shall be deemed to have

met Section 7.9.(I) D Subsection 2.(B), Test 2 of the County's Traffic Performance Standards for their Development.

4. In the event the City acquires properties in the Roebuck Area, as to those properties, the City agrees to:

a) provide the County with the opportunity and sufficient time to purchase the property necessary for the right of way needed to provide water quality treatment of the drainage, properly align and connect Roebuck Road and Jog Road through Section 15 and/or Section 16, as required, prior to those portions of Section 15 and/or Section 16 becoming encumbered with a Conservation Easement or similar restrictive covenant. The purchase price shall not exceed the per acre price paid by the City for the contiguous property; and

b) accept water quality treated drainage which meets federal and state water quality criteria from Roebuck Road and/or Jog Road into or onto that portion of the City's lands immediately adjacent to the right of way.

5. The City shall include Roebuck Road into its Comprehensive Plan at the next available opportunity.

6. The City shall include State Road 7 and Jog Road into its Comprehensive Plan at the next available opportunity with the understanding that, when and if they are constructed, any environmental concerns will be appropriately addressed.

7. The environmental mitigation fees to be collected by the City in accordance with Paragraph 2.1f. above, shall be \$200.00 per unit (the "mitigation fees").

7.1 The City shall remit the mitigation fees to the County at such time as the County executes a contract for the construction

of Jog Road to Roebuck Road and Roebuck Road across the Turnpike to Haverhill Road ("Phase I construction") or when the City has issued 2,500 building permits for units in the Developments, whichever is later. In no event shall the mitigation fees paid to the County for Phase I construction exceed the actual cost to the County for said mitigation.

7.2 At such time as the County notifies the City that it is ready to approve a contract for the construction of Roebuck Road from SR 7 to Jog Road ("Phase II construction"), the City shall remit the balance of all mitigation fees collected by the City to the County to that date and on an annual basis thereafter.

7.3 It is the intent of the parties, that the mitigation costs be paid by the mitigation fees collected from the Developments. In the event the actual mitigation costs incurred exceeds the mitigation fees paid by the Developments, such mitigation costs shall be shared equally by the City and the County. Accordingly, at such time as the County executes the contract for Phase II construction, the City shall remit funds equal to one half of the amount by which the environmental mitigation cost for Phase I and Phase II exceeds the total mitigation fees anticipated to be collected from the Developments.

For purposes of this computation, the total anticipated mitigation fees shall include the mitigation fees already remitted to the County and the mitigation fees the City and the County reasonably believe will be collected when all units in the Developments have been issued building permits. (This number may vary significantly from the number of approved units).² In no event shall the City's share exceed \$600,000.

² For illustration only:

Phases I and II mitigation cost = \$3,000,000

Anticipated mitigation fees 5,000 units = \$1,000,000
(vs. 6,500 units approved)

City's share = $\$3,000,000 - \$1,000,000 \div 2 = \$1,000,000$
(reduced as per paragraph 7.4 above to \$600,000)

7.4 In the event the County does not commence construction of Phase II on or before the year 2010, the City shall be entitled to retain all mitigation fees above those already remitted to the County.

8. The County shall amend the Five Year Road Program to include the construction of the extension of Roebuck Road west over the Turnpike and the extension of Jog Road north of Okeechobee Boulevard to connect with Roebuck Road in fiscal year 1998-1999.

9. The County has designated North Alignment "B" as the appropriate alignment for Roebuck Road. In the event permitting requirements or other factors change the location of the actual alignment so as to locate Roebuck Road somewhere between North Alignment "B" and Central Alignment "A" as shown on Exhibit "A", this Agreement shall remain in full force and effect.

10. This Agreement may be terminated or modified only upon majority vote of both governmental bodies.

11. This agreement shall be in effect for 20 years from the date it is executed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the individuals signing below pursuant to the authority vested in them.

CITY OF WEST PALM BEACH, a
municipal corporation

By: *Nancy M. Graham*
Nancy M. Graham, Mayor

ATTEST:
By: *Theresa Dufour*
Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Paul M. Ben
City Attorney
11/21/94

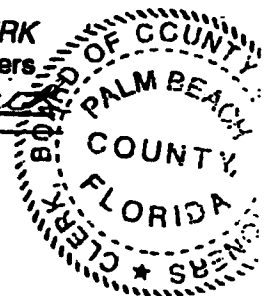
PALM BEACH COUNTY, a political
subdivision of the State of
Florida

By: *Ken L. Foster*
Ken L. Foster, Chairman
DOROTHY H. WILKEN, CLERK
Board of County Commissioners

By: *Dorothy H. Wilken*
Dorothy H. Wilken, Deputy Clerk

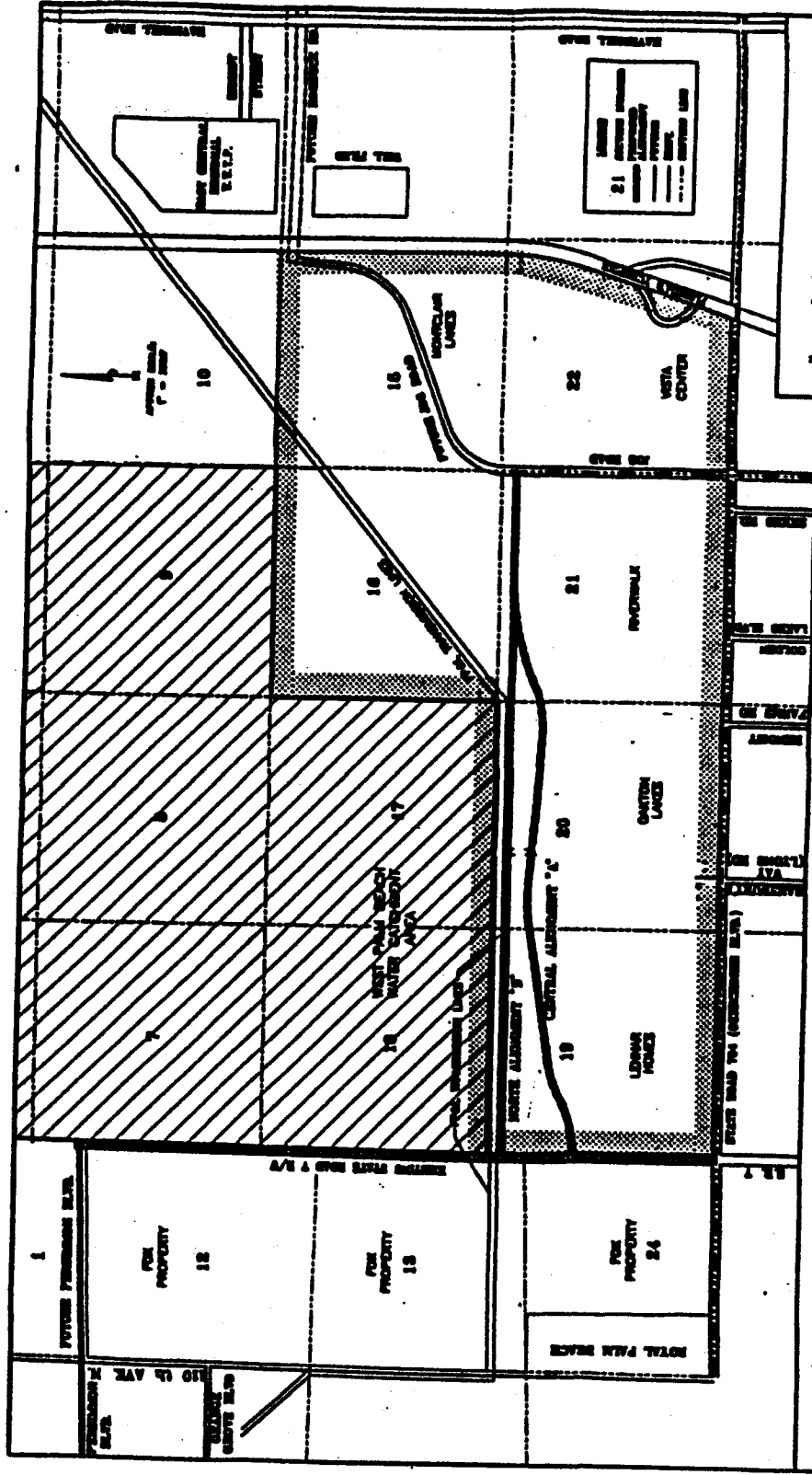
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Dorothy H. Wilken
County Attorney



R94 1859D

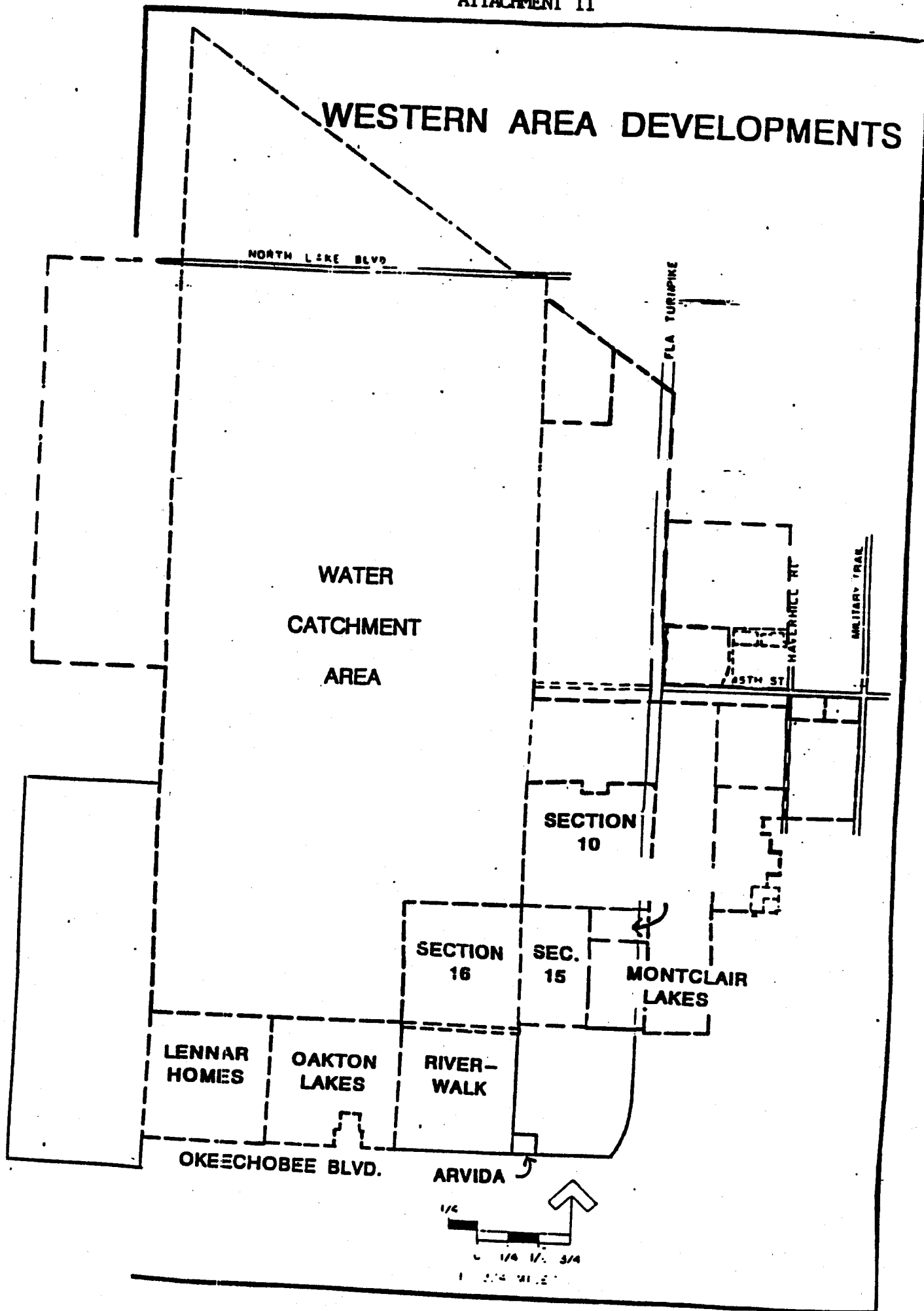
DEC 20 1994



ROEBUCK AREA • EXHIBIT "A"

DIFONTE & THOMAS, INC.
 Consulting Engineers
 1300 Corporate Center Way, Suite 201
 Washington, Florida 33114-2002
 (407) 766-9961 Fax (407) 766-9466





INTER-OFFICE COMMUNICATION
PALM BEACH COUNTY

BUDGET AVAILABILITY STATEMENT

RECEIVED
DEC 06 1994
PBC ENG. TRAFFIC DIV.

DATE: December 2, 1994
TO: Charles R. Walker, P.E., Director
Traffic Division
Attn: Toni Engel
FROM: Joseph P. Bergeron, CPA
Capital Budget Manager/ORMB *JPB*
RE: Interlocal Agreement with City of West Palm Beach
Concerning Roebuck Road and Jog Road

BOARD MEETING DATE: December 20, 1994

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	1995	1996	1997	1998	1999
Capital Expenditures					
Design	550,000	-0-	-0-	-0-	-0-
Mitigation	-0-	-0-	-0-	506,000	516,000
Construction	-0-	-0-	-0-	-0-	13,540,000
Total Project Cost (all years)					15,112,000
Revenues	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No x

Budget Account No:

Fund	Agency	Organization	Object
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Recommended Sources of Funds/Summary of Fiscal Impact:

The agreement obligates the County to perform the following:

1. Construct Jog Road from North of Okeechobee Boulevard to Roebuck Road and Roebuck Road from Jog Road to Haverhill Road. This improvement is referred to as Phase I in the agreement and is included in the update of the Five Year Road Program which the Board will consider for final approval on 12/20/94.

2. Perform environmental mitigation associated with the Phase I improvements. The agreement requires the City to collect a \$200 per unit mitigation fee from the developers in the project area. The City is to remit the fees to the County at the later of contract award for Phase I or the issuance of the 2,500th building permit. The actual mitigation will probably be done in advance of the County receiving funds from the City. Accordingly, the County will have to identify funds to "front" the mitigation cost. In addition, if the actual costs of mitigation exceed the total fees collected, the City and County will share equally in any excess cost.

3. Acquire right of way in Section 15 and 16 needed for Jog and Roebuck from the City if the City acquires property in that area for future environmental/water preservation uses. This road improvement will require right of way acquisition so the provision in the agreement does not impose any new conditions on the project. The Road Program has reserves for right of way acquisition which may be adequate to support this project.

Funding for design, right of way acquisition and mitigation is available in Road Program reserves for design and alignment projects and in right of way acquisition reserves. Mitigation fees received from the City will be used to reimburse funds drawn from road program reserves which were used for mitigation.