

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

☒ Consent
☐ Workshop

☐ Regular
☐ Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) accept Special Warranty Deed from the Solid Waste Authority (SWA) conveying its undivided 28% ownership interest in and to a \pm 230.54-acre parcel of improved land jointly owned by the SWA and County, located south of Indiantown Road between Jupiter Farms Road and Riverbend Park (the "Property");

B) approve Amended and Restated Interlocal Agreement (AR Agreement) with the SWA to allow for the harvesting and removal of fill within the Property; and

C) accept assignment of Lease and Escrow Agreement from the SWA for a portion of a \pm 230.54-acre parcel of land located south of Indiantown Road between Jupiter Farms Road and the Property.

D) authorize County Administrator, or his designee, to sign all future time extensions and necessary minor amendments that do not substantially change the scope of work or terms and conditions of the AR Agreement.

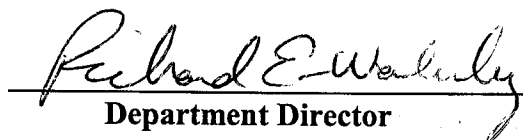
Summary: The County initially approved purchase of the Property on September 11, 2007 (R-2007-1589). The Property was acquired by the County on February 14, 2008, and pursuant to a December 4, 2007 Interlocal Agreement with the SWA (R-2007-2212), the County assigned to the SWA an undivided 28% ownership interest at closing. One of the conditions contained in the purchase and sale agreement was that one of the former owners, the Hatchers, be allowed to lease back a portion of the Property for a period of up to five years (the "Lease Agreement", R2007-1590). An escrow agreement was subsequently approved (the "Hatcher Escrow Agreement", R2007-2211) which allowed the Hatchers to complete the removal of personal items from the leased area after the closing date. The Property was acquired for water resource, environmental restoration/preservation and recreational purposes. The SWA contributed \$5.5 million towards the purchase of the Property in exchange for the right to harvest and remove up to 2.2 million cubic yards of fill from the Property. County staff is applying for Florida Communities Trust (FCT) Florida Forever Grant Funding to help offset some of the costs associated with this Property. The SWA is not an eligible recipient of FCT Grant funding. As a result, SWA has agreed to convey its 28% undivided interest in the Property to

Continued on Page 3.

Attachments:

1. Location Map
2. Special Warranty Deed
3. Amended and Restated Interlocal Agreement

Recommended by:


Department Director

3/30/09
Date

Approved by:


County Administrator

3/31/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	___	___	___	___	___
Operating Costs	___	___	___	___	___
External Revenues	___	___	___	___	___
Program Income (County)	___	___	___	___	___
In-Kind Match (County)	___	___	___	___	___
NET FISCAL IMPACT	<u>*</u>	___	___	___	___
# ADDITIONAL FTE POSITIONS (Cumulative)	___	___	___	___	___

Is Item Included in Current Budget? Yes ___ No ___

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___

Reporting Category ___

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

* There is no direct fiscal impact expected as a result of this Board Agenda Item. However, approval of this item will allow the County the opportunity to competitively apply for FCT matching grant dollars, provided the state legislature approves funding for the 2009-2010 FCT grant cycle in the upcoming legislative session.

C. Departmental Fiscal Review: JP

III. REVIEW COMMENTS

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

of the 2.2 million cubic yards, 1.7 million is budgeted in 3654-381-E441. Budget for the remaining 0.5 million cubic yards will be established when funding becomes available

Jim D. 3-27-09
OFMB SN CN
3/27/09 3/25/09

John J. Jager 3/27/09
Contract Development and Control
E. Jones 3/27/09

B. Legal Sufficiency:

James Bricker 3/31/09
Assistant County Attorney

This Contract complies with our contract review requirements.

This item complies with current County policies.

C. Other Department Review:

Department Director

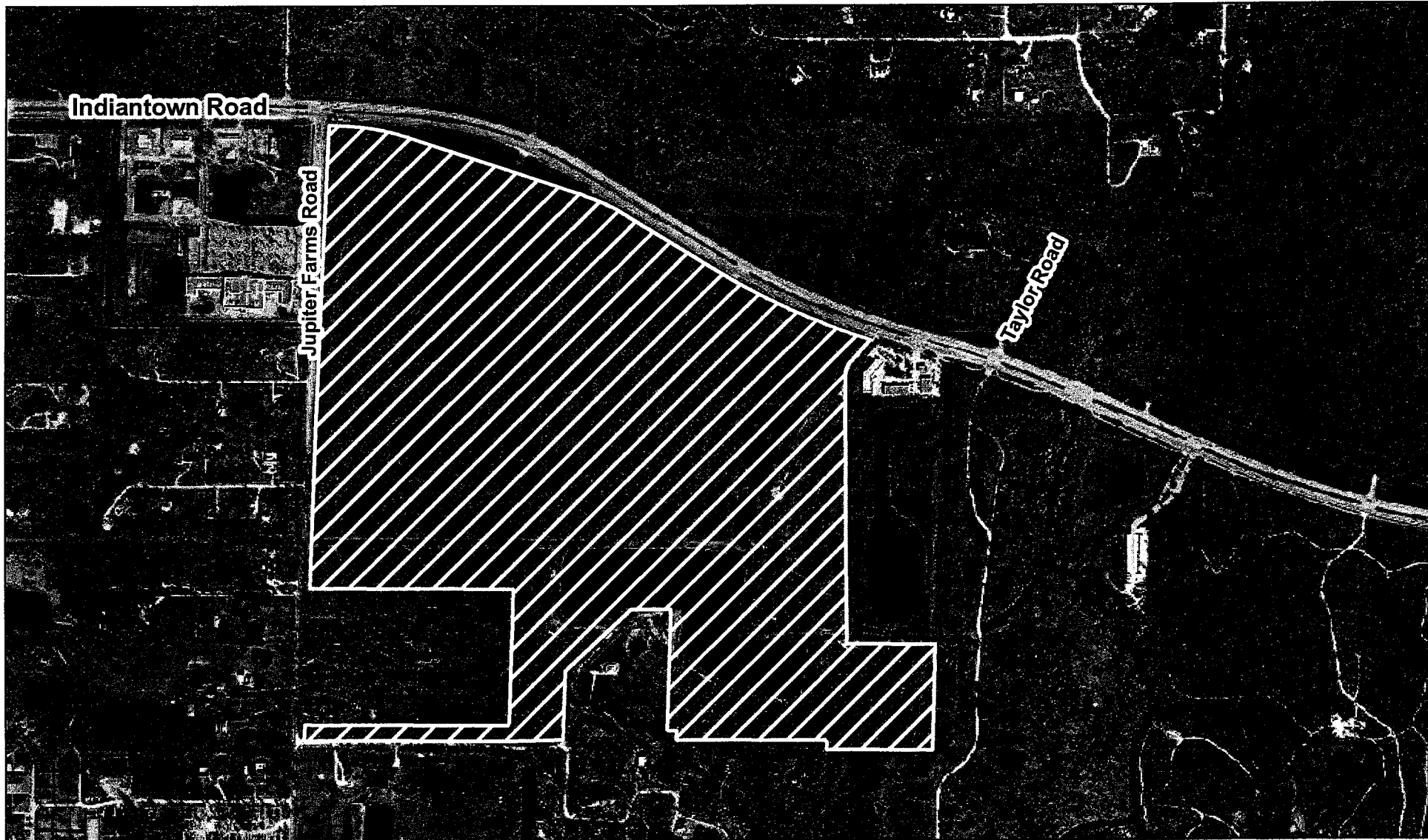
THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

the County to facilitate consideration of the County's FCT grant application. The proposed AR Agreement provides for this conveyance; makes the County, and not SWA, responsible for the excavation and transportation of approximately 2.2 million cubic yards of fill material from the water resources/lake area to a designated SWA fill site; and stipulates that the SWA will reimburse the County for excavation and delivery costs as defined in the AR Agreement. The AR Agreement also authorizes the County Administrator, or his designee, to approve all future time extensions and necessary minor amendments that do not substantially change the scope of work or terms and conditions of the AR Agreement. District 1 (JMB)

Background and Justification: The Property was acquired for the purpose of enhancing and restoring portions of the Property through the hydrologic and vegetative restoration of the existing natural communities; and expanding the existing lake to provide additional storage and treatment for stormwater coming out of Jupiter Farms via the South Indian River Water Control District canal system, thereby providing additional flood protection for Jupiter Farms, improved downstream water quality, and restoration/rehydration of some of the historic headwaters of the Wild and Scenic Loxahatchee River.

County staff is applying for FCT Grant Funding to help offset some of the costs associated with this Property. The maximum amount any one entity may receive in any given FCT funding cycle is currently \$6.3 million. There is a two year time limit in which to submit a funding application to FCT for property that is "pre-acquired." Since the County closed on the Property on February 14, 2008, if the state legislature chooses not to fund FCT's grant program in fiscal year 2009-2010 or if the Property does not score high enough to be selected for funding during the 2009-2010 grant cycle, the County will receive no FCT grant funds for the Property. Significant cuts in funding for the County's natural areas are the result of decisions to use funds earmarked for land management for land acquisition. Therefore, any FCT grant monies received for the Property will be used to help offset the cost of restoring and maintaining this and other County-owned natural areas which are subject to FCT grant requirements.

The SWA contributed \$5.5 million towards the purchase of the Property in exchange for the right to harvest and remove up to 2.2 million cubic yards of suitable fill for current and future landfill projects. Pursuant to an Interlocal Agreement (R2007-2212), the County assigned to the SWA an undivided 28% ownership interest at the time of closing. Because the SWA is not an eligible recipient of FCT Grant funding, it has agreed to convey its 28% undivided interest in the Property to the County to facilitate consideration of the County's FCT grant application. The AR Agreement modifies the partnership arrangement between the County and the SWA so that the County, and not the SWA, shall be responsible for the excavation of approximately 2.2 million cubic yards of fill from the water resources/lake area of the Property. This fill material will, in turn, be delivered by the County to a designated SWA fill site and used by the SWA as part of their landfill operations. In exchange, the SWA shall reimburse the County for all excavation and delivery costs as defined by the AR Agreement. Since certain information related to the excavation and delivery of fill from the Property to the SWA fill site was unknown at the time of the execution of the AR Agreement, minor changes to the "Implementation Plan" (Exhibit B to the AR Agreement) will be allowed with approval of the County Administrator, or his designee. The Implementation Plan provides the flexibility necessary to: 1) ensure that the excavation and delivery of fill from the Property to the SWA occurs in a manner that meets the County's need to conduct the excavation/delivery project in a time- and cost-effective manner; 2) ensure that the excavation project occurs in a manner that does not unduly delay the construction of the County's water resource and environmental restoration project; and 3) ensure that fill from the Property is delivered to the SWA designated fill site in manner that meets SWA's needs.



Indiantown Road

Jupiter Farms Road

Taylor Road

0 625 1,250 2,500 3,750 5,000 Feet

Subject Property



Attachment 1