

Agenda Item #:

46

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 21, 2009

☐ Consent

☐ Regular

☐ Workshop

☒ Public Hearing

Department:

Submitted By: Engineering and Public Works
Submitted For: Land Development Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: A Resolution abandoning a portion of Stacy Road as shown on the plat of Haverhill Acres, as recorded in Plat Book 20, Page 75, Public Records of Palm Beach County, Florida (presently known as North Stacy Street).

SUMMARY: This petition site is located west of Haverhill Road, lying between Belvedere Road and Okeechobee Boulevard. This abandonment is necessary to allow the Palm Beach County School District (School District) to move forward with their plans. Palm Beach County (County) will receive a drainage easement to accommodate our Stacy Street improvement project.

District 2 (PK)

Background and Policy Issues: On October 21, 2008, The Board of County Commissioners of Palm Beach County and the School District entered into an Interlocal Agreement for Roadway Improvements on Stacy Street in conjunction with the construction of the new West Palm Beach Elementary School (O6D). As part of this Agreement, the School District agreed to provide a drainage easement to the County in exchange for the County abandonment of this portion of Stacy Road for their ultimate drainage use. The drainage easement will be conveyed subsequent to the approval of the abandonment.

Utility service providers have no objection to the vacation because a portion of the abandoned area is subject to a reservation of utility easement.

Privilege Fee Statement: In accordance with the exemption in the Right-of-Way Abandonment and Plat Vacation Ordinance 86-18, as amended by Ordinance No. 2002-034, governmental agencies are exempt from the privilege fee.

Attachments:

1. Location Sketch
2. Resolution with Legal Description and Sketch (Exhibit A)
3. Utility Easement Description (Exhibit B)
4. Interlocal Agreement (R2008-1830)

Recommended by:

Division Director

Date

Approved by:

County Engineer

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> X </u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Program _____

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

X No additional fiscal impact as a result of this item.

C. Departmental Fiscal Review: apillite

III. REVIEW COMMENTS

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

 [Signature] 7/11/09
 na 7-6-09 OFMB [Signature] 7/11/09

 [Signature] 7/19/09
 Contract Dev. and Control
 [Signature] 7/19/09

B. Legal Sufficiency:

 Paul F. Jr. 7/10/09
 Assistant County Attorney

C. Other Department Review:

 Division Director

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

RESOLUTION NO. R-2009-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ABANDONING A PORTION OF STACY ROAD, AS SHOWN ON THE PLAT OF HAVERHILL ACRES, AS RECORDED IN PLAT BOOK 20, PAGE 75, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (PRESENTLY KNOWN AS NORTH STACY STREET)

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida, pursuant to authority in Section 336.09, Florida Statutes, and Ordinance No. 86-18 known as the Palm Beach County Right-of-Way Abandonment and Plat Vacation Ordinance, as amended, and the petition of the County Engineer, called a public hearing to be held in the County Commissioners' Chambers, at the Governmental Office Complex, West Palm Beach, Florida, on July 21, 2009, to consider and determine whether or not Palm Beach County would vacate, abandon, discontinue and close, renounce and disclaim any right or interest of the County to that certain portion of Stacy Road, presently known as North Stacy Street; and

WHEREAS, in accordance with Ordinance No. 86-18, as amended, notice of the holding of such meeting was duly published in the Palm Beach Post on July 1, 2009; and

WHEREAS, this Board did hold said hearing as advertised and determined that such action will not materially interfere with the County Road System and will not deprive any person of a reasonable means of ingress and egress from at least one County, State or Federal highway; and

WHEREAS, Exhibit "A" is subject to the reservation of a Utility Easement, as more particularly described in Exhibit "B", attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are hereby reaffirmed and ratified.

RESOLUTION NO. R-2009-_____

2. The right-of-way is hereby abandoned and closed as right-of-way and this Board does hereby renounce and disclaim any right or interest of Palm Beach County and the Public in and to the right of way, more fully described in the legal description and sketch attached as Exhibit "A" hereto and made a part hereof.
3. Exhibit "A" is subject to the reservation of a Utility Easement, as more particularly described in Exhibit "B", attached hereto and made a part hereof.
4. Notice of the adoption of this Resolution shall be published once in the Palm Beach Post within thirty (30) days of the date of adoption of this Resolution in accordance with Section 336.10, Florida Statutes and Ordinance No. 86-18.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

Commissioner John F. Koons, Chairman

Commissioner Burt Aaronson, Vice Chairman

Commissioner Karen T. Marcus

Commissioner Shelley Vana

Commissioner Steven L. Abrams

Commissioner Jess R. Santamaria

District 7

RESOLUTION NO. R-2009-_____

The Chair thereupon declared the Resolution duly passed and adopted this
_____ day of _____, 2009.

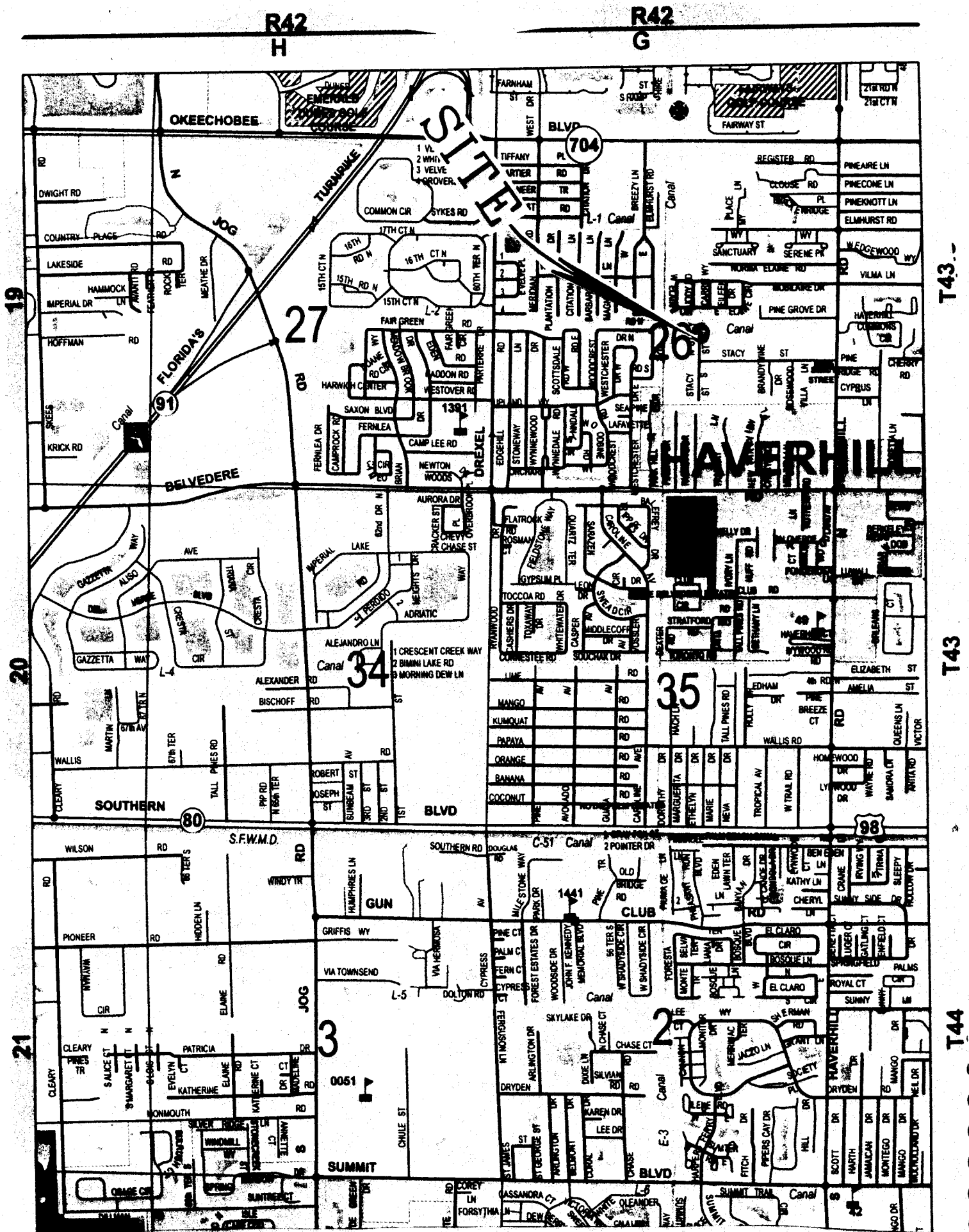
**PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____
County Attorney



**ABANDONMENT/VACATION OF
A PORTION OF NORTH STACY ROAD
(PRESENTLY KNOWN AS NORTH STACY STREET)
HAVERHILL ACRES, PLAT BOOK 20, PAGE 75
LOCATION SKETCH**

N

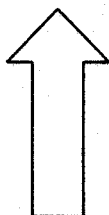
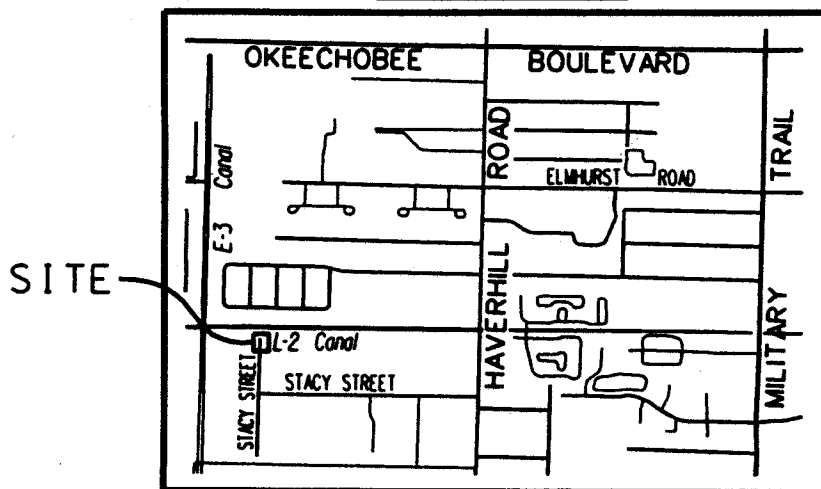


EXHIBIT "A"



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A PORTION OF STACY ROAD, AS SHOWN ON THE PLAT OF HAVERHILL ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 75, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS:

THE NORTH PORTION OF STACY ROAD, ACCORDING TO SAID PLAT OF HAVERHILL ACRES LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 29, SAID HAVERHILL ACRES.

ABANDONMENT CONTAINS 3.552 SQUARE FEET.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

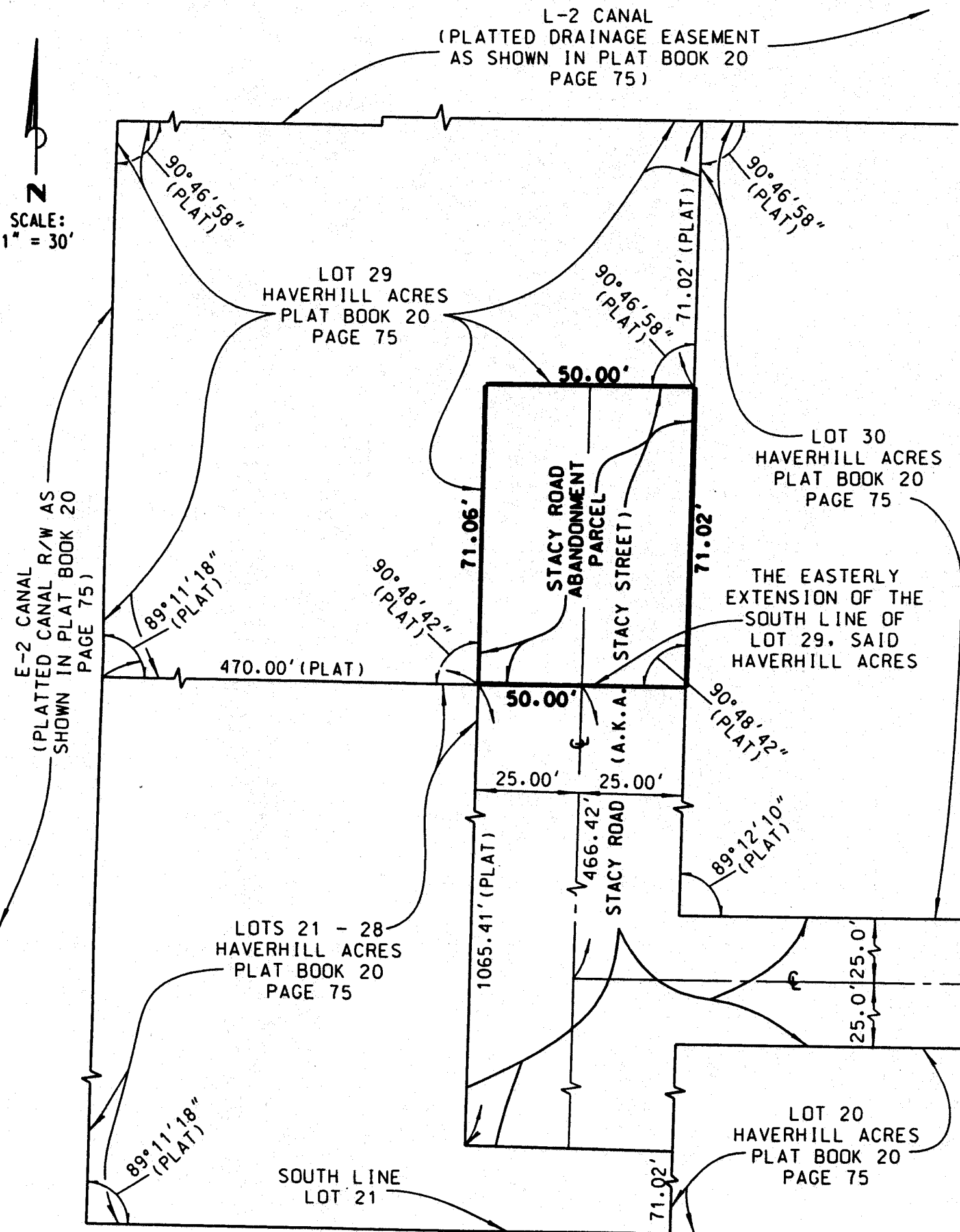
Norman J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

3-12-09
DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

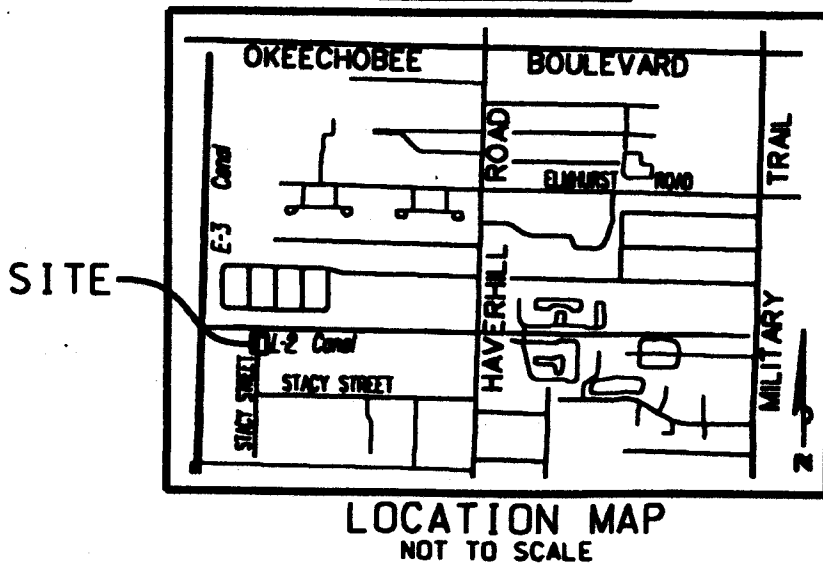
PROJECT NO. 2008904	SHEET 1 OF 2	PROJECT:		SCALE: 1"=30'	NO.	REVISION	BY	DATE
		STACY ROAD ABANDONMENT						
DESIGN FILE NAME S-1-09-2945.DGN		DRAWING NO. S-1-09-2945		APPROVED: N.J.H. D.T.C. CHECKED: N.J.H. DATE: 03/12/09	FIELD BOOK NO. N/A			

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



THIS IS NOT A SURVEY

EXHIBIT "B"



LEGAL DESCRIPTION:

A PORTION OF STACY ROAD, AS SHOWN ON THE PLAT OF HAVERHILL ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 75. PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST. MORE PARTICULARLY DESCRIBED AS:

THE SOUTH 25.00 FEET OF THE NORTH 71.06 FEET OF THE WEST 5.00 FEET OF THE NORTH END OF SAID STACY ROAD.

EASEMENT CONTAINS 125 SQUARE FEET.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

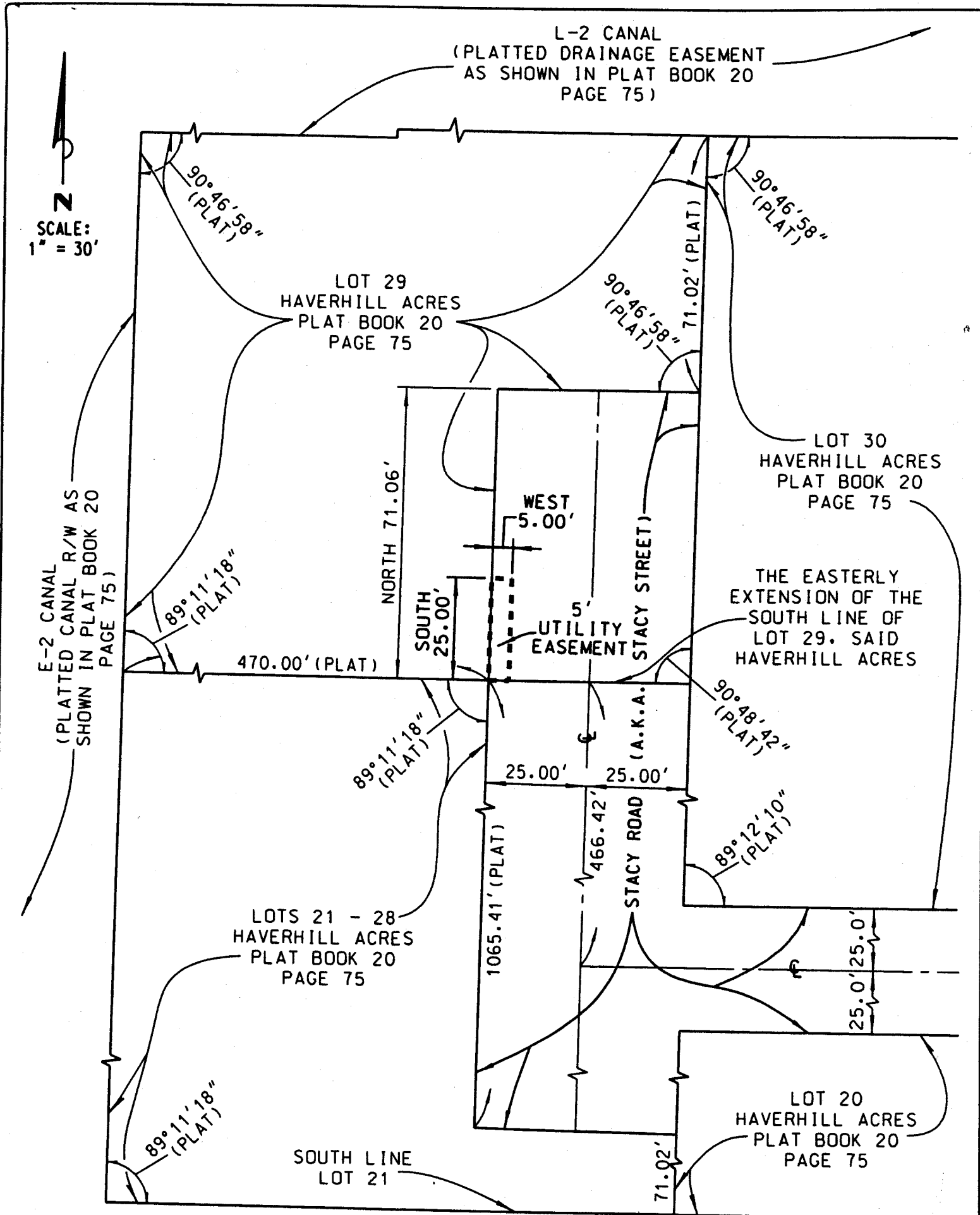
Norman J. Howard

 NORMAN J. HOWARD , P.S.M.
 FLORIDA CERTIFICATE NO. 5776

5-12-09
DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

SHEET NO. 2 TOTAL SHEETS 1 PROJECT NO. 8008904	PROJECT: STACY ROAD UTILITY EASEMENT	SCALE: 1"=30' DRAWN BY: N.H. CHECKED BY: J.H. DATE: 09/12/00 FILE NAME: N/A	REVISION 1 REVISE END LETTER	BY DATE 1 10/12/00	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 3500 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-09-2065.DGN	SHEET NO. S-1-09-2065			



THIS IS NOT A SURVEY

R2008. 1830

**INTERLOCAL AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PALM
BEACH COUNTY AND THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA FOR TRAFFIC AND ROADWAY IMPROVEMENTS
AND TURN LANES ON STACY STREET TO ACCOMMODATE THE NEW
WEST PALM BEACH ELEMENTARY SCHOOL (06D)**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of OCT 21 2008, 2008, by and between the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic of the State of Florida, hereinafter "BOARD" and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, in order to accommodate access to the new West Palm Beach Area (06D) Elementary School, the BOARD and the COUNTY agree to improve Stacy Street from Haverhill Road west to where it ends at the intersection of North and South Stacy Street.

WHEREAS, the improvements include widening the pavement to acceptable lane widths, providing left turn lanes at both the intersection at Haverhill Road and the School driveway, associated drainage and pedestrian facilities and a fully signalized intersection at Stacy Street and Haverhill Road, hereinafter "PROJECT", prepared by Arcadis U.S., Inc, County Project No. 2008904; and

WHEREAS, Stacy Street is a COUNTY maintained roadway and the BOARD has asked the COUNTY to participate by being responsible for the design and construction of the PROJECT; and

WHEREAS, the BOARD agrees to coordinate their design and construction of infrastructure for the new elementary school with the COUNTY's design and construction of the PROJECT; and

WHEREAS, the COUNTY is acquiring all necessary right of way for this PROJECT as part of their estimated \$2,500,000.00 total contribution; and

WHEREAS, both the BOARD and the COUNTY have determined that the PROJECT is in the best interest of the area's health and safety to improve the pedestrian and vehicular traffic to and from the school; and

WHEREAS, the BOARD and COUNTY are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to

make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage; and

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

1. The recitations set forth hereinabove are true, accurate, and correct, and are incorporated herein.
2. The COUNTY agrees:
 - (a) to fund, design and construct the PROJECT and to construct the BOARD'S right turn lane described in 3. (a), to current county road standards. The COUNTY will make its best efforts to substantially complete the PROJECT prior to August 1, 2009;
 - (b) that the drainage system and conveyance facilities will discharge the Stacy Street stormwater into the Board's detention area for legal positive outfall, water quality and water quantity. The detention area will be about 2.24 acres in area and designed to accommodate the stormwater for the school campus as well as up to 1950 lineal feet of the Stacy Street roadway system (beginning west of Haverhill Road and terminating at the west property line of the school project). The drainage system for Stacy Street will also be comprised of about 500 lineal feet of exfiltration trench to outfall through the above detention area and approximately 75 lineal feet of additional exfiltration trench, piping and improvements to outfall through a portion of North Stacy Street with a piped outfall to the downstream side of the detention area's control structure; the detention system design shall be based on drainage calculation prepared by the BOARD and incorporated into plans prepared by the COUNTY. The COUNTY shall, to the extent permitted by law, indemnify and hold harmless the BOARD from and against any and all loss, damage and/or liability incurred by the BOARD, arising out of COUNTY's installation, construction, maintenance or repair of the Stacy Street Stormwater Improvements and the discharge of the Stacy Street stormwater into the BOARD's detention area arising or resulting from or in connection with the COUNTY's negligence.
 - (c) to fund the PROJECT and right of way acquisition, if necessary, at a not to exceed amount of \$2,500,000.00.

- (d) to be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations required for the PROJECT from any Federal, State, Regional, or City agency;
 - (e) to supervise and administer construction including disbursement of funds associated with the PROJECT;
 - (f) The COUNTY shall allow the BOARD to construct a surface water management (detention) system at the north right of way of North Stacy Street within Parcel 29. The COUNTY shall allow the north portion of North Stacy Street to be used for access to the detention area for maintenance purposes.
3. The BOARD agrees to:
- (a) fund the design and construction of the right turn lane at the north approach at Haverhill Road to Stacy Street, the current estimated cost of which is \$151,000.00. The BOARD shall not be responsible for any land acquisition if necessary to accommodate the right turn lane;
 - (b) fund, design and construct a stormwater retention area to collect the PROJECT storm water, beginning at the west side of Haverhill Road and continuing to the school's west property line. The BOARD will provide a legal positive outfall for the PROJECT's stormwater through the BOARD's detention area. The stormwater will be collected in a retention area within the BOARD property and outfall into LWDD Canal E-3. The construction of the retention area is to be completed by June 1, 2009.
- The BOARD shall provide the COUNTY, on a COUNTY approved form, a 20 foot wide drainage easement on Parcel 31 and an easement over the entire Parcel 29 and Parcel 30 to allow for maintenance of the drainage system by the COUNTY, within 60 days of execution of this Agreement.
- (c) fund design and construction of the underground utilities within the right of way for Stacy Street prior to the COUNTY's commencement of construction on the portion of the PROJECT within the limit of the school's frontage;
 - (d) fund approximately 575 lineal feet of exfiltration trench and other associated drainage construction, included in the PROJECT at an estimated cost of One hundred and one thousand, two hundred and sixty dollars (\$101,260.00).

(e) fund and construct the entire portion of the pipe size increase and drainage structure modifications from Stacy Street to the detention area at an estimated cost of Thirty thousand dollars (\$30,000.00).

(f) temporarily provide access up to twenty (20) feet on each side of Stacy Street to the COUNTY in front of Board property for the purposes of restoration or re-grading to harmonize with existing conditions during reconstruction. Any modifications of newly constructed facilities within the school property shall be the responsibility of the COUNTY.

4. The BOARD and the COUNTY staff and consultants will meet on a monthly basis to review and coordinate design plans being developed for both parties.

5. Neither party is an agent or servant of the other. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

6. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes. Liability for injury to personnel, and the loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment. All personnel costs shall be borne by the employing party.

7. The Board and County acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office of employment.

The BOARD and COUNTY agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an Agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a wavier of any defense the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to maintain insurance coverage or to be self-insured for general liability, worker's compensation, and employer's liability

insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

8. The COUNTY and BOARD agree that no person shall on the grounds or race, color, sex, national origin, disability, religion, ancestry, martial status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The BOARD will ensure that all contracts let for the PROJECT pursuant to the terms of this Agreement will contain similar non-discrimination and equal opportunity clause.

9. All notices required to be given under this Agreement shall be addressed to:

COUNTY

Palm Beach County Department of
Engineering & Public Works
Attention: Tanya McConnell, P.E.
Deputy County Engineer
2300 North Jog Road
West Palm Beach, Florida 33411-2745

BOARD

Palm Beach County School Board
Planning Department
Att: Angela Usher and Joyce C. Cai
3300 Forest Hill Boulevard, C-110
West Palm Beach, FL 33406

10. By entering into this Agreement, BOARD and COUNTY represent that each has full right and lawful authority to enter into and perform this Agreement.

11. This Agreement, including attachments hereto, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

12. This Agreement may be amended or modified only by written addendum or amendment signed by the parties and authorized by their respective elected officials.

13. Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

14. Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

15. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

17. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

18. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

19. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

20. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

21. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

22. The effective date of this Agreement shall be the date of full execution by both parties.

(THIS AREA LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

R 2008 1830

OCT 21 2008

SCHOOL BOARD
OF PALM BEACH COUNTY, FLORIDA
BY ITS BOARD

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

By: William G. Graham
William G. Graham, Chairman

By: Addie L. Greene
Addie L. Greene, Chairperson


ATTEST:

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: Arthur C. Johnson
Arthur C. Johnson, Ph.D., Superintendent

By: Sharon R. Bock
Deputy Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Blair Lewis
School Board Attorney

By: Marlene R. Cuthbert
County Attorney

FILED WITH:
PALM BEACH COUNTY
SCHOOL BOARD CLERK

APPROVED AS TO
TERMS AND CONDITIONS

JAN 06 2009

Glenn A. Hart

Charles Rich
County Engineering