

Agenda Item #3.M.4.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 1, 2009

Consent Regular
 Ordinance Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consent to Easement Agreement with the United States of America, Department of the Army, for the South Bay Boat Ramps.

Summary: On April 7, 2009, the Board authorized the Parks and Recreation Department to send a letter to the Army Corps of Engineers (ACOE) requesting that the Consent to Easement Agreement for the South Bay Boat Ramp be reassigned from the City of South Bay to the County (R2009-0606). ACOE provided the County a Consent to Easement Agreement, No. DACW17-9-09-0059, which supersedes the consent granted to the City of South Bay. The Agreement allows the County to operate and maintain the South Bay Boat Ramp Park recreation improvements that are located on the Federal right-of-way of the Okeechobee Waterway. The Agreement states that ACOE is not responsible or liable for damages to the property, improvements or injuries to persons which are caused by their actions. ACOE declined to remove these provisions from the Agreement. The Department has funding in place to renovate this boater access park and will manage it in conjunction with the adjoining South Bay RV Campground. District 6 (AH)

Background and Justification: The City of South Bay was granted Consent to Easement Agreement with the ACOE to construct, operate and maintain the South Bay Boat Ramp Park in August of 2000. The 21-acre park is located along Lake Okeechobee's rim canal and is adjacent to the County's South Bay RV Campground. In FY2008, the County budgeted \$400,000 in Florida Boating Improvement Program (FBIP) funds for the repair and improvement of this boater access park. The City lacks the staff and budget to oversee the renovations and to continue operating this facility, and had requested that the County take over this recreational facility. The boating public will be better served by the ACOE assigning South Bay Boat Ramp Park to the County for repair, operation and maintenance in conjunction with its RV campground.

The Parks and Recreation Department estimates the cost to complete the South Bay Boat Ramp Park renovation and improvements is approximately \$550,000, and has identified the needed capital funding from Florida Boater Improvement Program (FBIP) funding from FY 2008 and FY 2010. The proposed improvements include restoration of ramps, parking, finger piers, and picnic facilities that were damaged by recent hurricanes. Additional operating and maintenance costs associated with the County's takeover of South Bay Boat Ramp Park will be absorbed by existing RV campground staff, and by revenues generated by rental of the community center building.

Staff recommends approval of Consent to Easement Agreement No. No. DACW17-9-09-0059.

Attachments:

1. Consent to Easement Agreement request letter
2. Consent to Easement Agreement No. DACW17-9-09-0059
3. Site Plan

Recommended by: _____


Department Director

8/13/09
Date

Approved by: _____


Assistant County Administrator

8/26/09
Date



Department of
Parks and Recreation
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 963-6734
www.pbcparcs.com



**Palm Beach County
Board of County
Commissioners**

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

Addie L. Greene

County Administrator

Robert Weisman



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Affirmative Action Employer"

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April 7, 2009

US Army Corp of Engineers, Jacksonville District
Chief, Real Estate Management and Disposal Division
PO Box 970
Jacksonville Fl, 32232-0019

RE: South Bay Boat Ramps/ Agreement No. DACW17-9-00-0097

Dear Chief:

The City of South Bay has requested that Palm Beach County take over the operation and maintenance of the South Bay Boat Ramps located on Corp right of way along the Lake Okeechobee Rim Canal, since the City is no longer able due to budgetary constraints (See attached Resolution). The Corp granted the City a Consent to Easement Agreement for Tract Nos. 708 and 709 over which boat ramps paved parking and public recreation facilities were constructed. The reassignment of the ACOE Consent of Easement Agreement to Palm Beach County will ensure there is continued recreational and boater access to Lake Okeechobee by the public

On April 7, 2009, the Palm Beach County Board of County Commissioners authorized the Parks and Recreation to request the Corp transfer responsibility for the management of the boat ramp improvements to the County's Parks and Recreation Department. The Department owns and operates the adjoining South Bay Campground, and has recently budgeted \$400,000 in capital funds to repair and improve the boat ramp facility.

Therefore, I am requesting that the ACOE relinquish the City's Consent to Easement Agreement for the Boat Ramp property and agree to transfer it to the Palm Beach County Board of County Commissioners. Thank you for your consideration in this matter and please contact me at (561) 966-6651 if you have any questions in this regard.

Sincerely,

Dennis L. Eshleman, Director
Parks and Recreation Department

CC: Commissioner Jess R. Santamaria, District 6
City of South Bay

Attachment

g:\tgranowi\letters\south bay boat ramp letter.doc

RESOLUTION 23-2009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE COUNTY TO COMPLETE THE CROSS ROADS LAKE DEPOT PROJECT AND THE SOUTH BAY BOAT RAMP PROJECT AND TO TRANSFER THE CITY'S PERMIT WITH THE ARMY CORP OF ENGINEERS TO OPERATE THE BOAT RAMP TO THE COUNTY

WHEREAS, the City of South Bay leased approximately 1.68 acres of land from the Palm Beach County Parks and Recreation Department for the purpose of constructing the Cross Roads Lake Depot Project; and

WHEREAS, due to the economic state of the City funds are not available to complete the project; and

WHEREAS, the City desires the County to complete and incorporate the projects into the County Recreation Area in order to enhance the Lake Okeechobee Scenic Trail (LOST)

NOW THEREFORE the City Commission does hereby approve the transfer of the City's Army Corp of Engineer permit for the use of the Boat Ramp, to Palm Beach County Parks & Recreation and the Transfer of all interest in the Cross Roads Lake Depot Project to the Palm Beach County Parks and Recreation Department and to enter into an agreement with the Palm Beach County Parks & Recreation Department to transfer the Boat Ramp and the Cross Roads Lake Depot Project to the County and to terminate the lease on the 1.68 acres of land.

PASSED AND ADOPTED this 17th day of February, 2009.

Shirley Miller-Taney
Mayor

Joe Kelly
Vice Mayor

Attest:

[Signature]
Commissioner

[Signature]
Commissioner

Virginia K. Walker
City Clerk

[Signature]
Commissioner

Approved as to Legal Sufficiency

By: _____



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P. O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

REPLY TO
ATTENTION OF

April 30, 2009

Real Estate Division
Management and Disposal Branch

Mr. Dennis L. Eshleman, Director
Palm Beach County
Parks and Recreation Department
2700 6th Avenue South
Lake Worth, Florida 33461

Dear Mr. Eshleman:

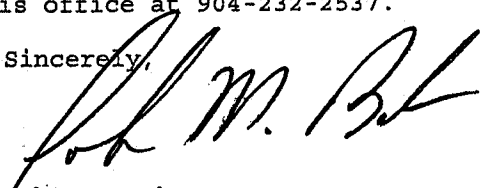
Reference is made to your letter of April 7, 2009 and to the City of South Bay's request to transfer Department of the Army Consent to Easement No. DACW17-9-00-0097, to Palm Beach County.

Pursuant to the aforementioned request, enclosed you will find two copies of Department of the Army Consent to Easement No. DACW17-9-09-0059, designed to allow Palm Beach County to operate and maintain the South Bay Boat Ramp Park recreation improvements that are located on the Federal right-of-way of the Okeechobee Waterway. This property is identified as Tract Nos. 708 and 709, Intracoastal Waterway-Tributary Channel, Okeechobee Waterway, Palm Beach County, Florida. The enclosed consent will supersede the consent granted to the City of South Bay.

Please review the enclosed consent and have both copies executed on behalf of Palm Beach County. Return both complete sets of the signed consent to this office. Upon receipt of the executed consent, it will be dated and signed on behalf of the Government. An executed original will be forwarded to you.

Thank you for your cooperation. Should you have any questions, please telephone Mr. Larry Wright of this office at 904-232-2537.

Sincerely,


John M. Baker
Chief, Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY

Consent No. DACW17-9-09-0059
Project: Intracoastal Waterway-
Tributary Channel, Okeechobee Waterway
Palm Beach County, Florida
Tract Nos. 708 and 709

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY, hereinafter referred to as the "Government", acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and Palm Beach County, Florida, hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired a right-of-way easement over the above-numbered tracts of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway-Tributary Channel, Okeechobee Waterway, Palm Beach County, Florida; and

WHEREAS, the Grantee has requested permission to, construct, operate, use, maintain, repair and remove a recreation area consisting of boat ramps, docks, picnic areas, trails, pathways, concrete walks, roadways, amphitheatre, landscaping and other related facilities in, on, across, over, and under a portion of the lands identified as Tract Nos. 708 and 709, Sections 3 and 10, Township 44 South, Range 36 East, Palm Beach County, Florida. The area comprising 21.00 acres, more or less, is shown in red on Exhibit "A", attached hereto and made a part hereof.

NOW THEREFORE, this consent is granted and accepted under the following conditions:

1. That effective as of the date of execution hereof by the United States, this consent shall supersede and replace Department of the Army Consent to Easement No. DACW17-9-00-0097, granted to the City of South Bay, Florida on 11 August 2000.
2. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.

3. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrancers of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.

4. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent have been revoked or modified.

5. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 15 below.

6. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

7. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

8. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said

premises, and the Grantee shall hold the Government harmless from any and all claims to the extent allowed by law.

9. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

10. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

11. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

13. That the Grantee within the limits of its respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

14. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

15. a. That the Grantee shall operate the described recreation area as a day-use facility and no overnight camping shall be permitted without receiving approval from said officer.

b. That the Grantee shall submit for approval, to the Government, plans for all new proposed improvements and/or modifications to existing improvements prior to any work being accomplished.

c. That the Grantee shall remove trash and keep the area clear of man-made and/or natural debris and trash so that the recreation area will be maintained in a neat, orderly and safe condition at all times.

d. Maintenance of the recreation area grounds, park amenities and other recreational improvements and facilities will be the responsibility of the Grantee and will be maintained to insure the safe and healthful use of the area by the general public. (The Herbert Hoover Dike will continued to be mowed by the Government)

e. The Grantee shall provide adequate patrol and surveillance of the recreation area to enforce county, city and state laws in order to provide the general public a safe and healthful area to visit.

16. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of
the secretary of the Army, this _____ day of
_____ 2009.

ATTEST:

UNITED STATES OF AMERICA

By: _____
SHARON R. BOCK, Clerk &
Comptroller

By: _____
JOHN M. BAKER
Chief, Real Estate Division
U.S. Army Engineer District
Jacksonville, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

AGREED TO AND ACCEPTED

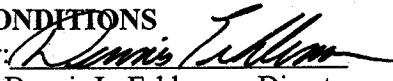
PALM BEACH COUNTY, FLORIDA

By: _____
County Attorney

By: ITS BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairman

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Dennis L. Eshleman, Director
Parks and Recreation Department

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of
the Board of County Commissioners, Palm Beach County, Florida that
_____ who signed the foregoing instrument on behalf of the
grantee was then _____ of Palm Beach County Board of County
Commissioners. I further certify that the said officer was acting within the
scope of powers delegated to the officer by the governing body of the grantee
in executing said instrument.

Date: _____

(Signature)

shore Canal

8°E 8013.01'

Unsurveyed Corner

2733.01'

State Meander Line

N 89°51'58"E

2346.99'

25 30

36 31

R 36 E
R 37 E

R 36 E
R 37 E

1 36 TWP 43 S. 36 31
12 TWP 44 S.

NOTE: ALL TRACTS ARE PERPETUAL R/W EASEMENTS.
EXCEPT TRACT 714, WHICH IS A PLANTING EASEMENT ONLY.

TOWNSHIP 44 S.
RANGE 36 E.
PALM BEACH COUNTY

LEGEND

- RIGHT OF WAY LINES
- PARCEL BOUNDARY LINES
- COUNTY LINES
- TOWNSHIP AND RANGE LINES
- SECTION LINES
- SECTION LINES
- GOVT LOT LINES
- MEANDER LINES
- PERMANENT REFERENCE MONUMENTS
- POINTS OF INTERSECTION
- POINTS OF INTERSECTION (MONUMENTED)
- SECTION CORNERS

lines on this sheet are based
on a compilation of true me-
an and Bacom Point.

as superimposed
on a compilation of
which were made
in connection of the levee.

RIGHTS-OF-WAY PROCUREMENT DATA

RCEL	D.O. INDEX NO.	PROCUREMENT DATE	METHOD	PRICE PAID	PARTY OR PARTIES FROM WHOM ACQUIRED
41	3208				
42	3209				
43	3210				
44	3211				
45-A	3213				
5-AA	3212				
5-YX	3214				
XA	3215				

TOWNSHIP	RANGE	ACREAGE	D.O. INDEX NO.
44S	36E	30.00	3208
44S	36E	36.23	3209
44S	36E	24.06	3210
44S	36E	15.60	3211
44S	36E	2.50	3213
44S	36E	36.70	3212
44S	36E	36.73	3214
44S	36E	8.34	3215

INTRACOASTAL WATERWAY - TRIBUTARY CHANNEL
OKEECHOBEE WATERWAY
MAP SHOWING LOCATION OF LEVEE RIGHTS-OF-WAY IN
PALM BEACH COUNTY, FLORIDA.

SCALE: 1" = 600'

U. S. ENGINEER OFFICE - JACKSONVILLE, FLORIDA. DEC. 1936.

SUBMITTED:		RECOMMENDED FOR APPROVAL:	APPROVED:
<i>Benjamin J. Quinn</i> ASSISTANT ENGINEER		<i>Carroll Anderson</i> SENIOR ENGINEER	<i>Samuel H. Watkins</i> COLONEL, CORPS OF ENGINEERS
DRAWN BY:	FILE NO.	SHEET	
TRACED BY J.A.C.	303-12082	81 OF 104	
CHECKED BY R.A.S.			

ENGINEERS, WASHINGTON, D.C.
DITED
PROJECT NO. C-453

303-12082
14

RE-C 11 913

EXHIBIT "A"

NAME	SOUTH BAY RV CAMPGROUND
ENTRANCE	100 Levee Rd., South Bay, FL 33493
CLASS	Special Facility
ACREAGE	35 Acres
OFFICE HOURS	7:00 am-9:00 pm

FACILITIES:

- fishing (freshwater)
- campsites with cable TV hookups* 72
- comfort stations* 2
- children's play area 1
- group fire rings 2
- horse shoe pits 2
- dump station and sewer wagon service* 1
- recreation hall/group picnic pavilion*
- laundry facilities
- access to concrete city boat ramp (steep)
- pay phones

*Meets ADA accessibility standards

INFORMATION:

reservations (561) 992-9045

