Agenda Item #: 3 - C - 5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 5, 2010		<pre>{X} Consent { } Regular { } Workshop { } Public Hearing</pre>		
Department: Submitted By: Submitted For:	Engineering & Public	: Works	,g	
	I. EXECUTIVE E	======================================	·	
Motion and Title: Sta Army Consent to Easeme Okeechobee Waterway a	ent (Consent) to use the	Corps of Engineers	right-of-way of the	
SUMMARY: Approval of Bridge. Palm Beach Cour Project No. 2010906. The the jurisdiction of the Corp	nty is in the process of re e fender system is in the	placing the existing fe Okeechobee Waterv	ender system under vay, which is under	
District 6 (MRE)				
Background and Ju Transportation, who inspe- advanced state of deterior concrete pile it was estable Consent, before construction	cts bridges, stated that th pration. In the design pro ished that various appro	e existing timber fendo ocess to replace the f	er system was in an fender system with	
Attachments: 1. Location Sketch 2. Corp Cover Letter 3. Consent to Easement (2)			
Recommended by:	Charle Riel Division Director		9/2/104HULL	
Approved By:	County Engineer		9)/1//0 Date	

II. FISCAL IMPACT ANALYSIS A. Five Year Summary of Fiscal Impact: Fiscal Years 2011 2012 2013 2014 2015 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-# ADDITIONAL FTE -0--0--0--0--0-POSITIONS (Cumulative) -0--0--0--0--0-Is Item Included In Current Budget? Yes _____ No _____ **Budget Account No.:** Department _____ Unit _____ Object **Recommended Sources of Funds/Summary of Fiscal Impact: NO FISCAL IMPACT** C. **Departmental Fiscal Review:** TIT. REVIEW COMMENTS

	TILL REVIEW COMPLEXIS	
A.	OFMB Fiscal and/or Contract Dev. and Control Comments: Lonsent touse USACOE Right of way only - No fiscal And J. Jacobs 9)6/16 OFMB NOC 9-15-10 5 Contract Dev. and Control	
В.	Legal Sufficiency:	
	Monder Restate	

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. N:\ENG_SER\2010906 Point Chosen Bridge Fender System Replacement\AIS.doc

POINT CHOSEN BRIDGE FENDER SYSTEM REPLACEMENT PROJECT NO. 2010906



DEPARTMENT OF THE ARMY

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

August 17, 2010

Real Estate Division Management and Disposal Branch

Mr. Charles Rich Palm Beach County Engineering Services 2300 North Jog Road, 3W-52 West Palm Beach, Florida 33411

Dear Mr. Rich:

Reference is made to Department of the Army Permit No. 2010-01788 (NPR-ERG), for replacement of the Point Chosen Swing Bridge fender system.

Since the proposed work, pursuant to the above referenced permit, is within the Federal right-of-way of the Okeechobee Waterway, a consent to easement must be executed by Palm Beach County and on behalf of the Government prior to construction.

Enclosed you will find two copies of Department of the Army Consent to Easement No. DACW17-9-10-0082, designed to allow construction of the swing bridge within the Government's right-of-way of the Okeechobee Waterway. This Channel, Okeechobee Waterway.

Please review the enclosed consent and have both copies executed on behalf of the Board of County Commissioners. Please do not date the consent; it will be dated when signed on behalf of the Government. Return both complete sets of the signed consent (with exhibits) to this office, together with a check in the amount of \$300.00 for payment of our non-refundable administrative fee. Please make the check payable to FAO USAED Jacksonville. Upon receipt of the signed consent, it will be dated and signed on behalf of the Government. A signed copy will be forwarded to you.

Thank you for your cooperation. If 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

DEGFIVED

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En Sei 7110

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

Consent No. DACW17-9-10-0082 Project: Intracoastal Waterway-Tributary Channel, Okeechobee Waterway Palm Beach County, Florida Tract Nos. 712

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 tract 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 swing bridge in, on, across, over, and under a portion of the lands identified as Tract No. 712, Section 26, Township 43 South, Range 36 East, Palm Beach County, Florida. The area comprising 0.10 of an acre 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 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.
- 2. 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.
- 3. 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.

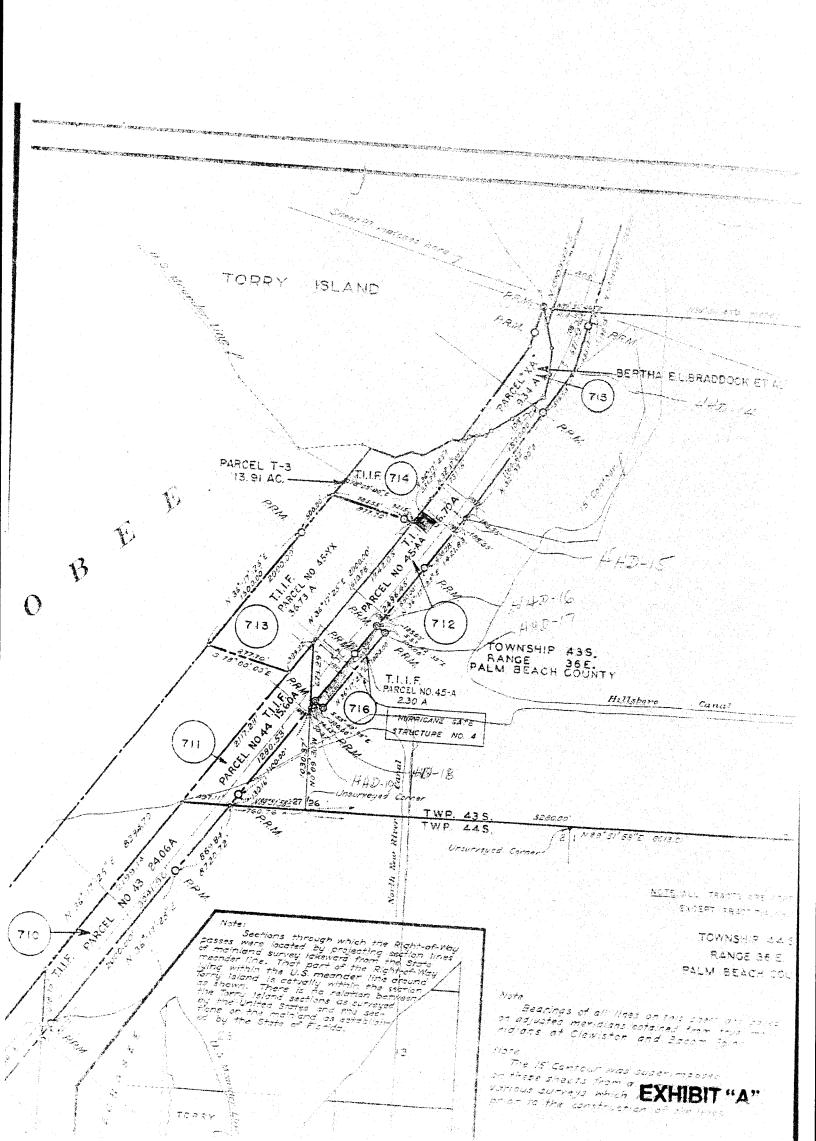
- 4. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the super-vision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 14 below.
- 5. 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 improvements or the making of any repairs thereto, the premises shall be condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.
- 6. 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.
- 7. 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 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.
- 8. 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 no claim or right to compensation shall accrue from such damage, and if improvements herein authorized, the Grantee shall, upon due notice, from said 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
- 9. 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 endanger lives and safety of the public.
- 10. 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.

- 11. 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 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 Government, or its officer or agents, shall be created by or made on account of such removal and restoration.
- 12. 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.
- 13. 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.
- 14. That construction shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit"B" and with Department of the Army Permit No. 2010-01788 (NPR-EGR). That no additional permanent structures shall be constructed waterward of the Government's right-of-way line and that any at the Grantees' expense, if future needs of the Government so require.
- 15. 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 S2232-0019, 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 with other appropriate official.

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

occietary of the Ar	my, this	ereunto set my hand, day of	2010.
		SS OF AMERICA	
	Ву:		
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	Chief	, Real Estate Division	on the state of
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		onville, Florida	
	AGREED TO AND	ACCEPTED	
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ATTEST:			
By:			
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Commitssioners I for	- L	Deach County Boa	rd of County
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said ins	trument.		s body of the grantee
Date:			
		(Si ana	ture)
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COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS PROJECT NO. 2010906

FENDER REPLACEMENT FOR POINT CHOSEN SWING BRIDGE OVER THE RIM CANAL

> BURT AARONSON CHAIRPERSON - DISTRICT 5

KAREN T. MARCUS VICE CHAIRPERSON - DISTRICT 1

> SHELLEY VANA DISTRICT 3

JESS R. SANTAMARIA DISTRICT 6



JOHN F. ROOMS DISTRICT E

STEPHEN L ABRAMS: DISTRICT 4

PRISCILLA A. TAYLOR DISTRICT 7

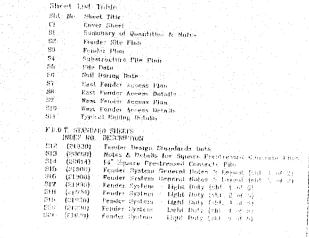
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US ARMY CORPS OF ENGINEERS AUG 1 1 2010

PALM BCH GRDNS, OFFICE SAT -2010 -1798



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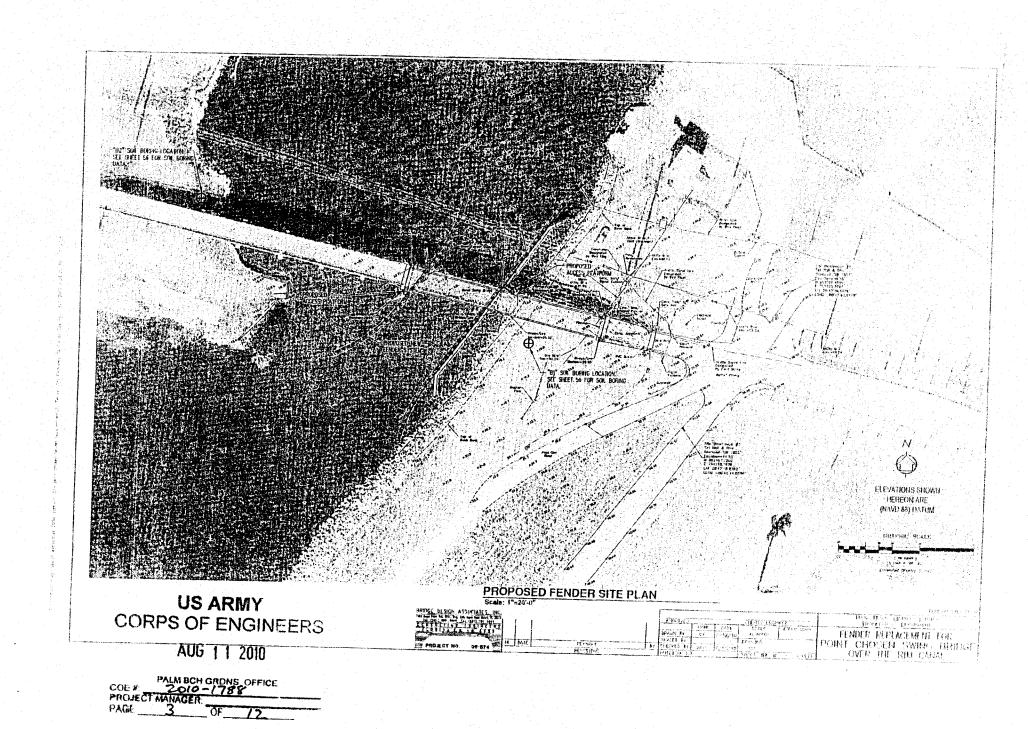
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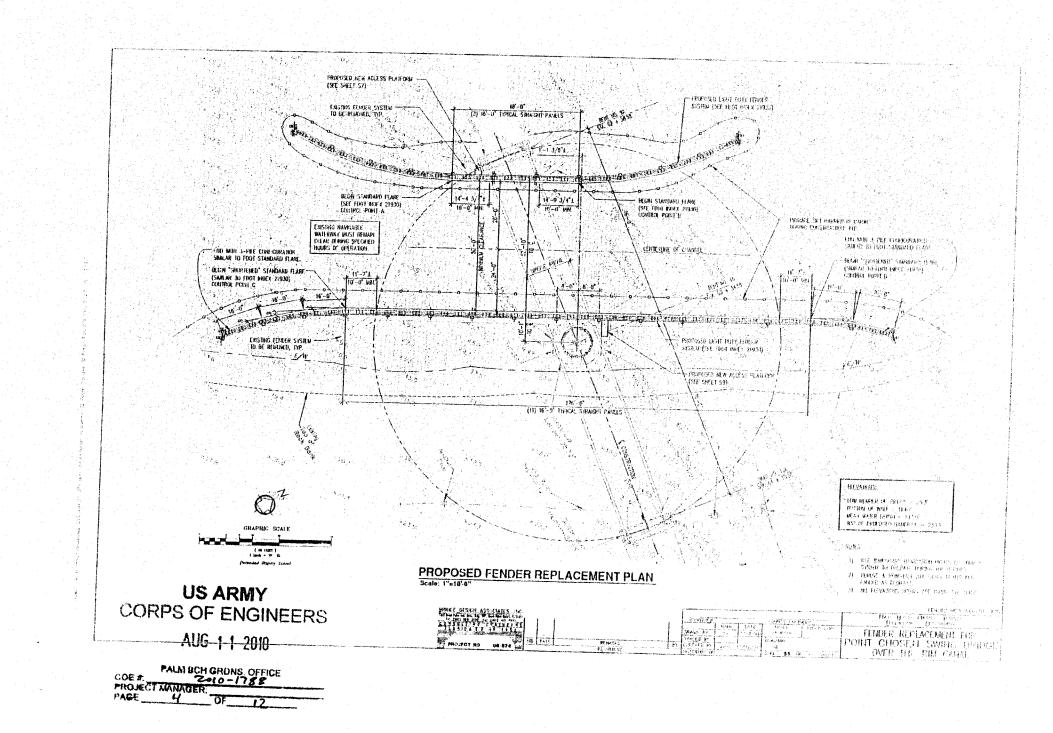
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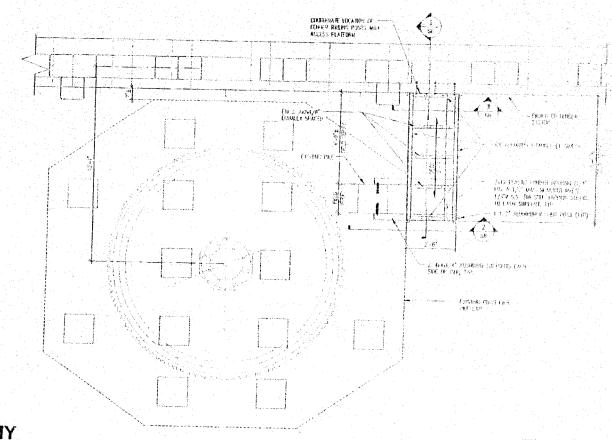
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COE # PALM BCH GROWS OFFICE PROJECT MANAGER: OF 17 US ARMY CORPS OF ENGINEERS AUG 1 1 2010

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US ARMY CORPS OF ENGINEERS

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PROPOSED EAST FENDER ACCESS PLAN
Scale: 3/4"=1'-0"



PALM BCH GRONS, OFFICE 2010-1788 COE #: 22 PROJECT MANAGER: PAGE 7

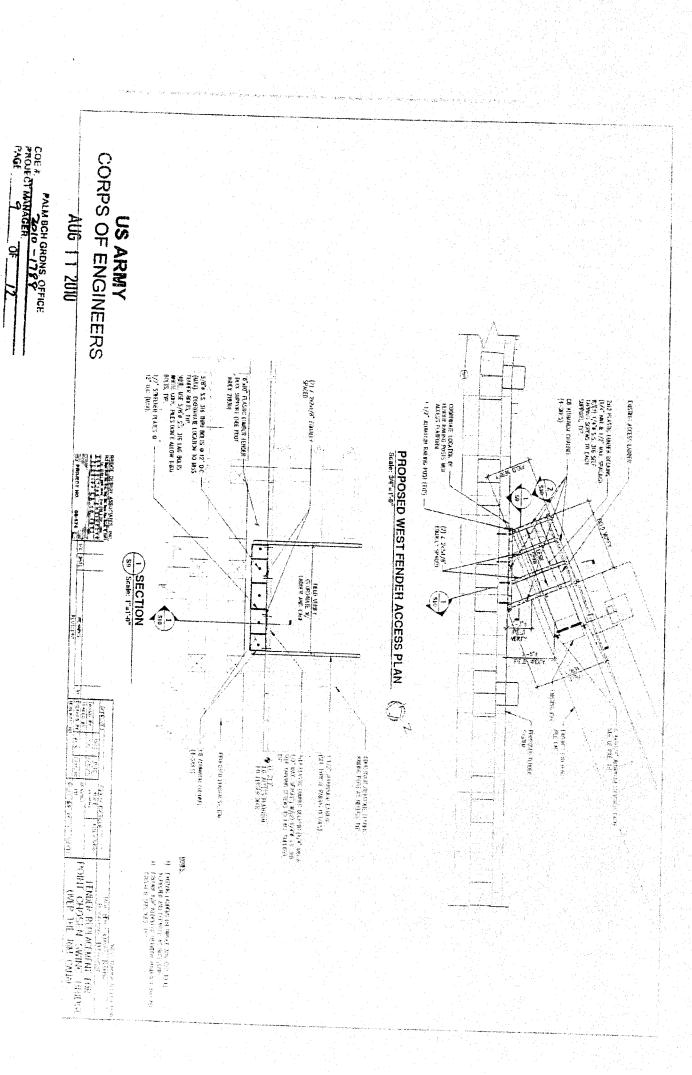


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PROJECT MANAGER: OF 12



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COE # PALM BCH GROWS OFFICE PROJECT MANAGER OF 77

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NOTE: For Member Marks, Sizes and Dimensions are Design Standards Index No. 21930, Sheet 5.

Bill of Materials Table attione is for an entire fender system (left and right fenders).

‡ Provide 2'-6" wide Faserylass Open Gratiny for full length of fender in lieu of 2" ½ 12" Plastic Lumber when collect for in Plans. Provide Stanless Steel Mountary hardware and installation Manufacturer's recommendations. See Index Nos. 21900 & 21930 for notes. Include the cost of Fiberylass Open Grating and miscellaness items required to install the grating in the price for Plastic Marine Lumber (Non-Reinforced).

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MOTES Were this Inche with Design Streeterds index Nos. 21900 and 21934.

ESTIMATED QUANTITIES, INDEX	NO. 21931	g Torta inch
MARK	UNIT	QUANTITY
Flastic Marine Comber (Remforced)	AU3	75.34
Plastic Merine Lumber (New Neksforcas) 14" Sq. Prestressed Concrete edes	M/?	753

NOTE: Estimated Quantities are in now eather fender system that and right fenders;

US ARMY CORPS OF ENGINEERS

AUG 1 1 2010

PROPERTING OF STATES

FENDER REPLACEMENT FOR POINT CHOSEN SWING REPLACE OVER THE BUY CARAL

PALM BCH GHDNS OFFICE
PROJECT MANAGER
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