

Agenda Item #: **5C-1**

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

<b>Meeting Date:</b>	November 16, 2010	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<b>Department:</b>	Facilities Development & Operations		

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

- A)** an Interlocal Agreement with the Town of Lake Park (Town) for funding in the amount of \$2.4M to acquire land for expansion of boat trailer parking at the Lake Park Marina; and
- B)** a Budget Transfer of \$2.4M within the \$50M GO 05 Waterfront Access Bond Reserve (\$740,000), Light Harbor Marina (\$660,000) and Bert Winters Park Boat Ramp Expansion (\$1,000,000) to Lake Park Marina.


**Summary:** In January of 2009, the Board reviewed a request by the Town for funding support of a planned expansion of the Town's Marina. The Board directed Staff to identify \$2.4M in funding which could be made available for the project. As currently proposed, the project includes the Town acquiring approximately .8 acres of land at the N.E. corner of Silver Beach Road/Lakeshore Drive and U.S.-1. This property will be used by the Town to expand the Town's existing boat trailer parking lot to provide an additional 30 boat trailer and 16 standard vehicle parking spaces. Future phases of the project will include closing Lake Shore Drive and constructing a pedestrian promenade between the Marina and the properties along the west side of the existing Lake Shore Drive, as well as private sector development of a restaurant. The Town will be making a presentation on the full scope of the project. Parks and Recreation has identified \$2.4M in funding from the Waterfront Bond Program to be reallocated to this project: \$1M from Bert Winters Park; \$660,000 in remaining funds from the Light Harbor Boat Ramp project; and \$740,000 from Waterfront Bond reserves. **(PREM) District 1/Countywide (HJF)**

**Background and Policy Issues:** Staff has been exploring the concept of expanding boat trailer parking at the Town of Lake Park's municipal marina for at least 10 years. During the period that Riviera Beach was pursuing a more aggressive redevelopment plan and was attempting to get the County to relocate its boat ramp project from the Light Harbor property, Staff attempted to negotiate an assemblage of properties at the corner of Lakeshore Drive and U.S.-1 next to the Lake Park Marina which could be used as an alternative to the Light Harbor site. The concept was to expand the capacity of the existing boat ramps at the Town's Marina by providing more trailer parking on the adjoining property. Staff discontinued those efforts due to the prices the landowners were demanding, and the fact that Riviera Beach ultimately approved changes to the site plan allowing for development of the boat ramp project on the Light Harbor property.

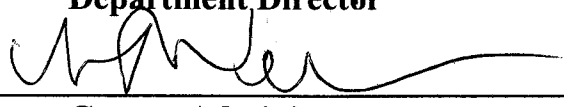
(continued on page 3)

**Attachments:**

1. Location Map
2. SFY Properties
3. Interlocal Agreement
4. Budget Transfer
5. Town of Lake Park's resolution

**Recommended By:**   
Department Director

11/9/10  
Date

**Approved By:**   
County Administrator

11/15/10  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$2,400,000				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$2,400,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No X

Budget Account No:	Fund	3038	Dept	821	Unit	9824	Object	9908	\$740,000
		Program							
Budget Account No:	Fund	3038	Dept	581	Unit	P198	Object	various	\$660,000
		Program							
Budget Account No:	Fund	3038	Dept	581	Unit	P607	Object	6520	\$1M
		Program							
Budget Account No:	Fund	3038	Dept	581	Unit	P732	Object	8101	(\$2.4M)
		Program							

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

A Budget Transfer of \$2.4M within the \$50M GO 05 Waterfront Access Bond Reserve (\$740,000), Light Harbor Marina (\$660,000) and Bert Winters Park Boat Ramp Expansion (\$1,000,000) to Lake Park Marina.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 11/10/10 11-10-10

Contract Development and Control 11/12/10

B. Legal Sufficiency:

Assistant County Attorney 11/15/10

Facilities will be obtaining the required proof of insurance.

C. Other Department Review:

Department Director

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

### **Background and Policy Issues, continued:**

In the last 3-4 years, the owners of South Florida Yachts (SFY) acquired the properties which Staff previously attempted to assemble. SFY now controls the properties fronting U.S.-1 and one parcel extending to Lakeshore Drive as depicted on Attachment 2. SFY has worked with the Town of Lake Park on several iterations of a redevelopment plan for the assembled properties, initially proposing a mixed use project with restaurants, a hotel and retail development. With the protracted downturn in the economy, SFY has significantly downscaled the project and is looking to raise cash by selling a .8-acre parcel at the corner of Silver Beach Road and U.S.-1 to the Town. The Town would use this .8-acre parcel to enlarge their existing boat trailer parking area which will also open up the view of the Marina directly from U.S.-1. SFY will use the cash to pay off debt used to finance acquisition of the properties, enabling SFY to start development of a restaurant now and to expand its redevelopment as economic conditions improve.

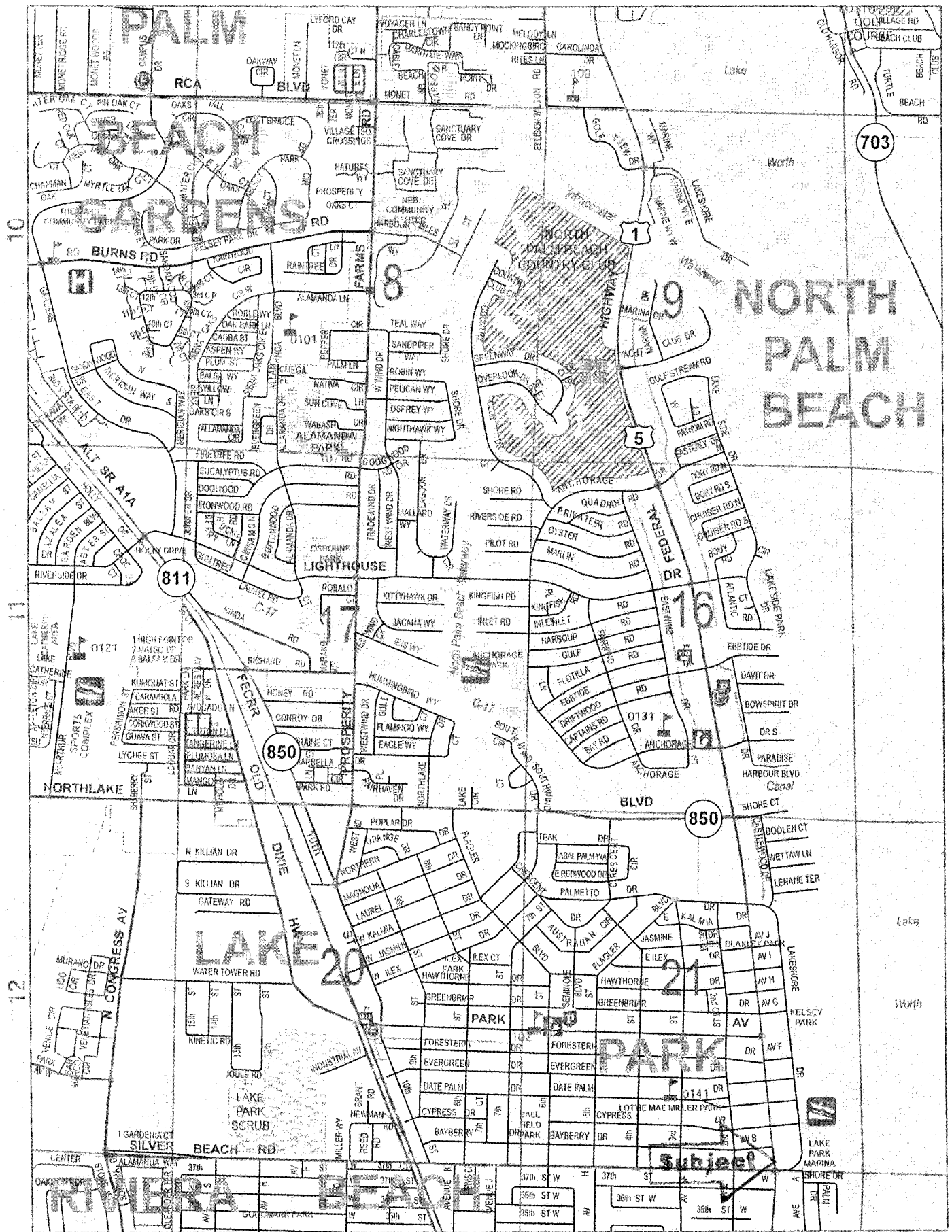
The Town has conceptually approved SFY's development concept, including the closing of Lakeshore Drive to create a pedestrian promenade between SFY's properties and the Marina. The Town has entered into a contract with Leasing of South Florida, Inc., an entity controlled by the owners of SFY, to acquire the .8-acre parcel for \$2.4M, contingent upon receiving a grant from the County for the acquisition.

The purchase price requires some explanation and evaluation. Clearly, at \$68/s.f. the price is above current market valuations. However, SFY/Leasing of South Florida paid \$2M for the land and another \$4-500,000 for the business inventory of Kahn's Marine when SFY acquired the property in 2005. This is consistent with Staff's discussions with the owners of Kahn's Marine who were asking for \$2.7M. While the price is higher than current market value, the value to the Town is great. The ability to expand boat trailer parking immediately adjacent to the existing boat ramp is a substantially more cost effective way of providing increased boat ramp capacity than development of a new ramp. Acquisition of this property will also open up a view of the Marina from U.S.-1 at the entrance to the Town, which hopefully will promote increased utilization of the boat ramp and Marina. SFY will also grant the Town a 17' wide access easement to tie into a curb cut on U.S.-1 and improve access and circulation to the property.

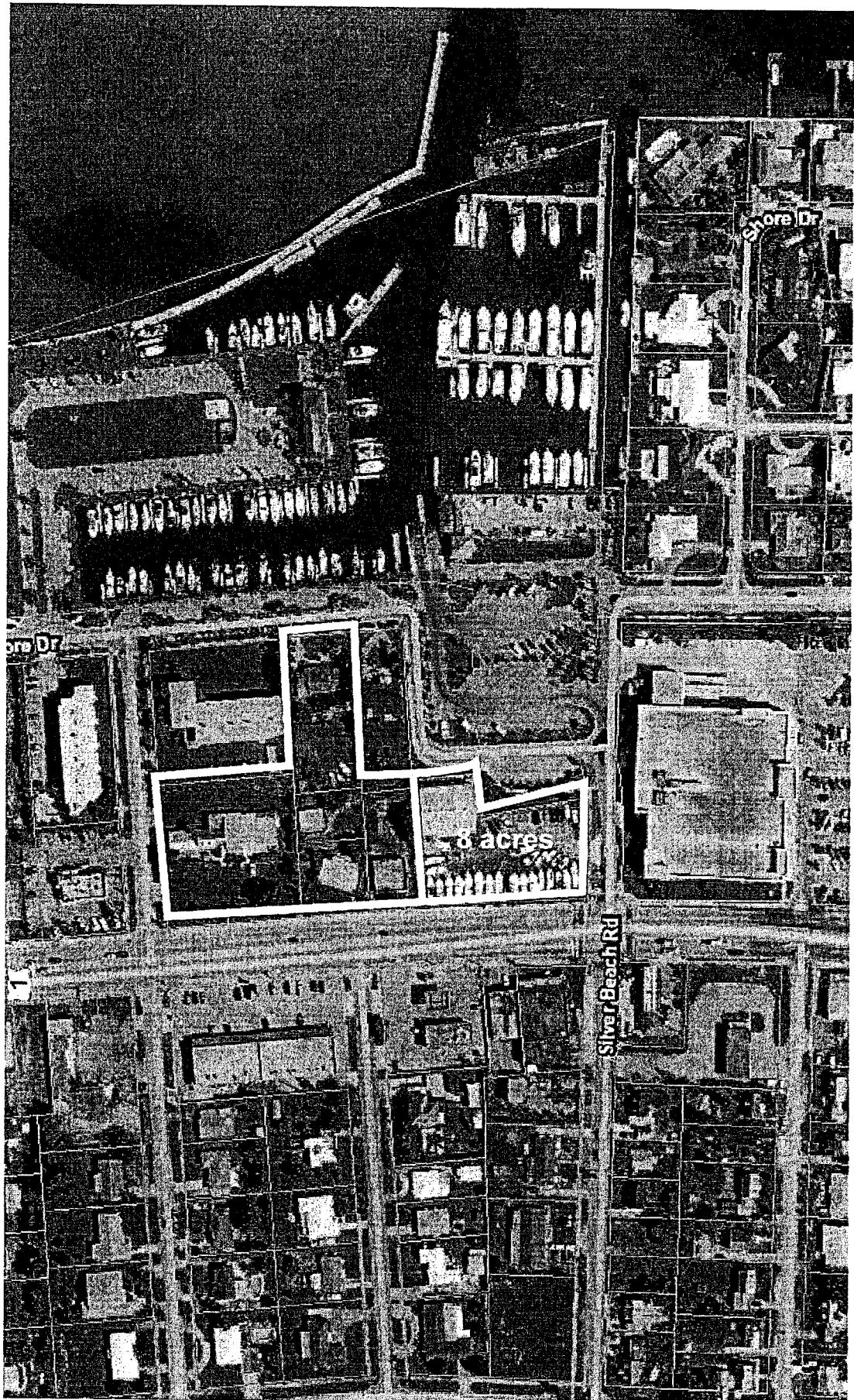
The Interlocal Agreement will provide the Town with \$2.4M in funding for the project. Phase I of the project includes acquisition of the .8 acre parcel and the Town demolishing the existing metal building and adding paving and striping so that it can be used for boat trailer parking. Phase I must be completed and open to the public within 2 years. The Town has plans to perform this work within 3 months of closing on the property.

Phase II includes the closing of Lakeshore Drive and creation of a pedestrian promenade and SFY's development of a restaurant. SFY is in the process of finalizing a lease of an adjoining parcel on Lakeshore Drive to a restaurant operator who plans on opening the restaurant by the end of 2011.

The boat trailer parking lot and the pedestrian promenade must be operated as part of the public marina for use by the general public in perpetuity.



# LOCATION MAP



**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND  
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

**WHEREAS**, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

**WHEREAS**, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

**WHEREAS**, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

**WHEREAS**, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

**WHEREAS**, the TOWN will operate and maintain the Project upon its completion; and

**WHEREAS**, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

**WHEREAS**, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

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

**ARTICLE 1: GENERAL**

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in **Exhibit "D"** (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as **Exhibits "A", "B" AND "C"** respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24



months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

### **ARTICLE 3: FUNDING**

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue



to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

#### **ARTICLE 5: USE OF THE PROJECT**

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

#### **ARTICLE 6: ACCESS AND AUDITS**

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

#### **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

#### **ARTICLE 10: FILING**

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

#### **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

#### **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 14: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

#### **ARTICLE 15: SEVERABILITY**

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 17: THIRD PARTY BENEFICIARIES**

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

#### **ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

# EXHIBIT "A"

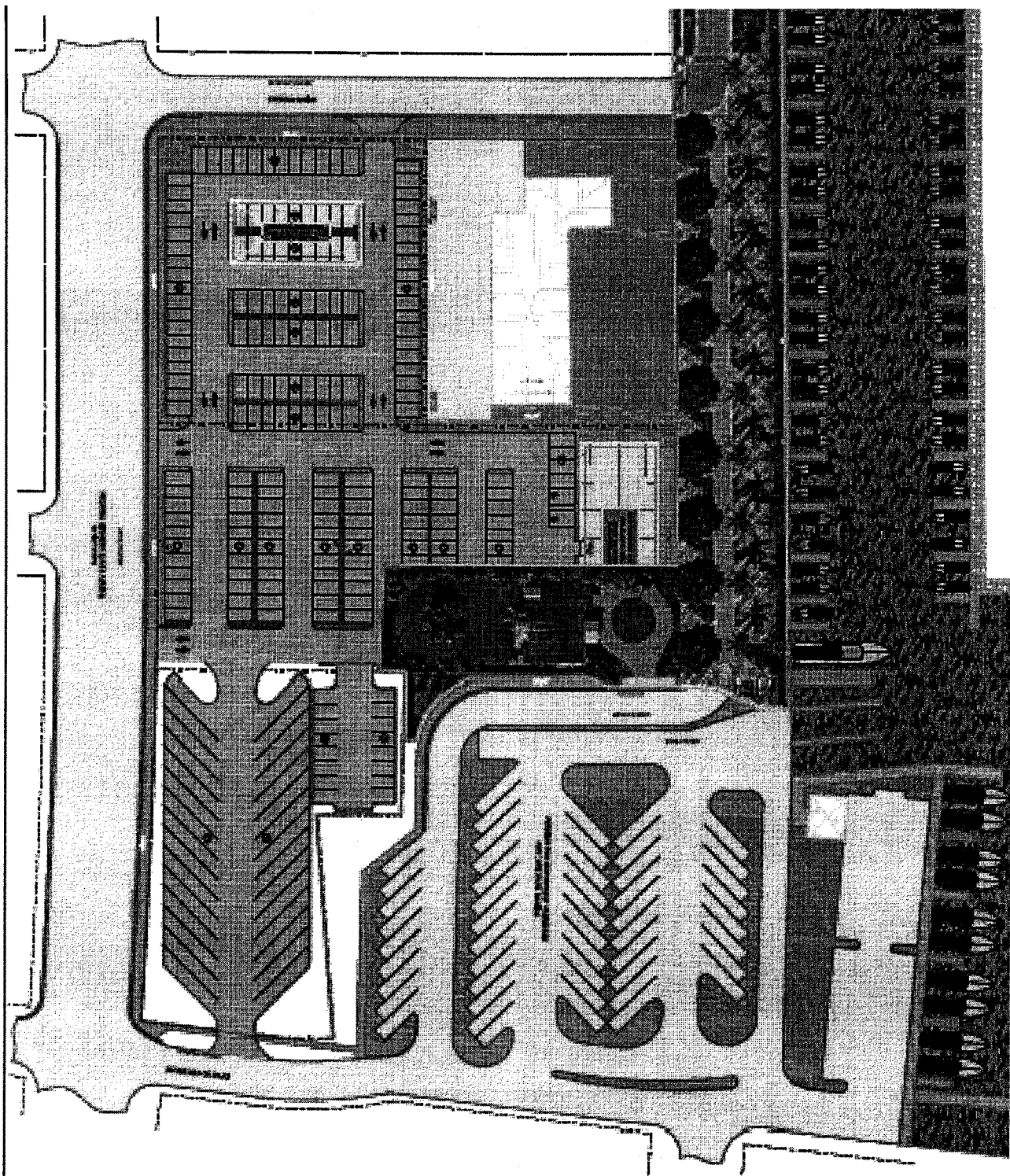
## Project Description

### PHASE I

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b> <b>PHASE II</b>		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

**EXHIBIT "B"**  
**CONCEPTUAL SITE PLANS**

See separate attachment.



Project Name	Project No.
Client Name	Client No.
Architect Name	Architect No.
Engineer Name	Engineer No.
Surveyor Name	Surveyor No.
Scale	Scale
Date	Date

11

1. The building is a large, multi-story structure with a central section that is wider than the wings. The central section contains a large, light-colored rectangular area, possibly a courtyard or a large hall. The building is surrounded by several parking areas, some of which are marked with diagonal hatching. To the right of the main building, there is a long, narrow strip of land with a series of small, rectangular structures, possibly a parking lot or a service area. The plan also shows various internal courtyards and walkways. The overall layout suggests a large institutional or commercial building with a high degree of organization and accessibility.

2. The building is a large, multi-story structure with a central section that is wider than the wings. The central section contains a large, light-colored rectangular area, possibly a courtyard or a large hall. The building is surrounded by several parking areas, some of which are marked with diagonal hatching. To the right of the main building, there is a long, narrow strip of land with a series of small, rectangular structures, possibly a parking lot or a service area. The plan also shows various internal courtyards and walkways. The overall layout suggests a large institutional or commercial building with a high degree of organization and accessibility.

Project Name	Project No.
Client Name	Client No.
Architect Name	Architect No.
Engineer Name	Engineer No.
Surveyor Name	Surveyor No.
Scale	Scale
Date	Date



**EXHIBIT "C"**

**COST ESTIMATE**

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Renovation	\$300,000
<b>Future Projects Dependent on Public Sector Funding and Private Investment</b>		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

**EXHIBIT "D"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**115 Federal Highway**

**KELSEY CITY LTS 16 TO 21 INC (LESS COUNTY RD R/W), 22 TO 24 INC & WLY 92.40 FT OF LTS 28 TO 31, being more particularly described as follows:**

**Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9° 01'57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85°19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West and having a radius of 5759.65 feet, said point being In the Easterly right-of-way of US Highway no. 1 (State Road No.5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2°27'21", distance of 246.86 feet to the point of Intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88°06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10°55'57", a distance of 50.0 feet to the Point of Beginning.**

ATTEST:

TOWN OF LAKE PARK

By: Vivian M. Lemley  
Vivian M. Lemley, Town Clerk

By: Desca DuBois  
Desca DuBois, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: Thomas J. Baird  
Thomas J. Baird, Town Attorney

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
,Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

11-

0093

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 581 102910\*283

FUND 3038 - 50M GO 05 WATERFRONT ACCESS BOND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/29/10	REMAINING BALANCE
<u>Reserves</u>								
3038-821-9824-9908	Reserves - New Projects	1,720,216	1,720,216		740,000	980,216	0	980,216
<u>Light Harbor Marina</u>								
3038-581-P198-6505	Design/Eng/Mgmt- Cip Admin	38,595	38,595		38,595	0	0	0
3038-581-P198-6506	lotb - Infrastructure	33,365	33,365		33,365	0	0	0
3038-581-P198-6520	Park Improvements	26,715	26,715		26,033	682	0	682
3038-581-P198-8201	Contributions-Non-Govts Agncs	562,007	562,007		562,007	0	0	0
<u>Bert Winters Park Boat Ramp Expansion</u>								
3038-581-P607-6520	Park Improvements	1,000,000	1,000,000		1,000,000	0	0	0
<u>Lake Park Marina</u>								
3038-581-P732-8101	Contributions Othr Govtl Agency	0	0	2,400,000		2,400,000	0	2,400,000
TOTAL				2,400,000	2,400,000			

ATTACHMENT # 4

Signatures

Date

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

*[Signature]* 10-29-10  
*[Signature]* 11-10-10

By Board of County Commissioners  
At Meeting of  
November 16, 2010  
Deputy Clerk to the Court

**RESOLUTION NO. 49-10-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY ACCEPTING A GRANT OF \$2.4 MILLION DOLLARS FROM THE COUNTY'S WATER ACCESS GRANT AND; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Florida Statutes Section 163.01 known as the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to provide services and facilities by entering into Interlocal Agreements; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (County) for the issuance of a \$50 million General Obligation Bond to be used for financing the acquisition, construction, and/or improvements to properties which enhance waterfront access in the County ("the Waterfront Access Bond"); and

**WHEREAS**, the Town proposes to acquire property located at 115 Federal Highway to be used to create additional boat trailer parking, vehicle parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina and its surrounding area which would enhance public access to County Waterways; and

**WHEREAS**, the Town has asked County to provide funding from the Waterfront Access Bond for the Project; and

**WHEREAS**, the County has determined that the Project is eligible for funding from the Waterfront Access Bond and agrees to provide the Town funding for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**TOWN OF LAKE PARK**  
Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the official Seal of the Town of Lake Park This  
day of November 2010  
Town Seal  
Florida  
Town Clerk

**SECTION 1.**

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

**SECTION 2.**

That Mayor is hereby authorized and directed to execute the Interlocal Agreement between the County and the Town

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Rumsey who moved its adoption. The motion was seconded by Vice-Mayor Osterman and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	___
VICE-MAYOR PATRICIA OSTERMAN	<u>/</u>	___
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	___
COMMISSIONER JEANINE LONGTIN	<u>/</u>	___
COMMISSIONER KENDALL RUMSEY	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 49-10-10 duly passed and adopted this 20 day of October, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
DESCA DUBOIS  
MAYOR

ATTEST:

Vivian M. Lemley  
VIVIAN M. LEMLEY  
TOWN CLERK  
TOWN OF LAKE PARK  
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

Jessica  
TOWN CLERK  
I do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 20 day of November, 2010  
Town Seal  
FLORIDA  
TOWN CLERK