

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2012

☒ **Consent**

☐ **Regular**

☐ **Workshop**

☐ **Public Hearing**

Department:

Submitted By: Engineering and Public Works

Submitted For: Right-of-Way Acquisition Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to **approve:** a utility reimbursement agreement (Agreement) with Florida Power & Light Company (FPL) regarding FPL's use of a parcel of Palm Beach County (County) owned land, dedicated as canal right-of-way, adjacent to Bridgeman Drive and Florida Mango Road.

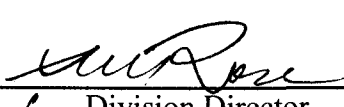
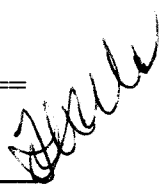
SUMMARY: Approval of this Agreement will allow FPL to provide electrical service to an existing County owned and maintained stormwater pump station, and authorize reimbursement to FPL for utility expenditures resulting from any future County relocation requests related to said pump station. The pump station is needed to address potential flooding within the Westgate community.

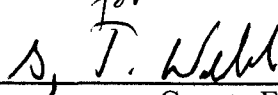
District 2 (MRE)

Background and Justification: On August 16, 2011, the Board of County Commissioners (Board) approved the construction of the L-2 canal stormwater pump station (R2011-1227 thru 1229) under project number 2008910. As part of this project, electrical service to the stormwater pump station is required. The electrical service is for the sole use of the stormwater pump station. FPL sought reassurance that the County will pay for any future County initiated adjustments or relocation of the electrical facilities, and they requested that both the County and FPL enter into the Agreement. FPL has agreed to install the electrical service facilities for the stormwater pump station upon Board approval of the Agreement. This project will help to address the potential flooding within the Westgate community. Staff recommends approval of this Agreement.

Attachments:

1. Location Map
2. Utility Reimbursement Agreement

Recommended by:  9/12/12 
for Division Director Date

Approved by:  9/18/12
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No
-------------------------------------	-----	----

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**** The fiscal impact of this item is indeterminable at this time. Utility reimbursement to FP&L will be based upon future pump station relocation requests by the County.**

C. Departmental Fiscal Review: Alice Kovalainen

III. REVIEW COMMENTS

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

OPMB

Dr. J. Newberg 10/11/12
Contract Dev. and Control
10-1-12 B. Wheeler

**B. Approved as to Form
and Legal Sufficiency:**

Marken R. Platt 10/2/12
Assistant County Attorney

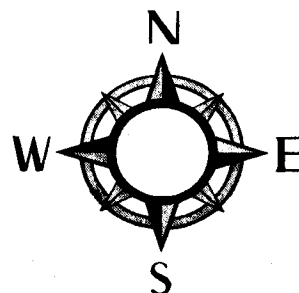
C. Other Department Review:

Department Director

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



Attachment #1



Return To: Right-of-Way Acquisition Section
Name: Palm Beach County Engineering
Address: Post Office Box 21229
West Palm Beach Florida 33416
Attn: Tripp Cioci
Account No.: 1010 W/C BOX 1066

This Instrument Prepared By:
Name: Marlene R. Everitt, Esq.
Assistant County Attorney
Post Office Box 21229
West Palm Beach, Florida 33416

Project No.: 2008910
Project Name: Lakeside MHP - L-2 Canal Pump Station
Parcel No.: 00-43-43-29-00-000-3010

**UTILITY REIMBURSEMENT AGREEMENT
PALM BEACH COUNTY, FLORIDA**

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between the COUNTY OF PALM BEACH whose mailing address is Palm Beach County Engineering & Public Works, 2300 North Jog Road West Palm Beach, Florida 33411 Attn: Mr. Omelio Fernandez, P.E., Director, Roadway Production (hereinafter, the "County"), and FLORIDA POWER & LIGHT COMPANY whose mailing address is 700 Universe Blvd., Juno Beach, Florida 33408-0420, (hereinafter, the "Utility").

WHEREAS, the County has an existing storm water Pump Station, generator, fuel tank and other accessories, needed to address potential flooding within the Westgate L2 Canal area, (hereinafter, "County Equipment");

WHEREAS, the County has requested, and the Utility has agreed, subject to the following conditions, to construct the Utility's electrical service facilities (hereinafter "Facilities") in the public right-of-way owned by County, (hereinafter "Property"), described in Exhibit "A" attached hereto and made a part hereof to serve the Pump Station;

WHEREAS, if applicable, the County is willing to pay to have the Facilities constructed so that the benefits of each may be retained; and

WHEREAS, the Utility has agreed to maintain the Facilities for the duration of this Agreement consistent with the FPL Tariff.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate the Facilities on, within, and upon all the Property in accordance with the County's applicable current minimum standards for such facilities as of the date of such construction. Any relocation of the Facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any relocation of the Facilities by the Utility or hereafter require the Utility to alter, adjust, relocate, rearrange, in whole or in part, the Facilities (as they currently exist or as they may later be modified, upgraded, or otherwise altered by any required agency permit) (collectively, "Relocate" or "Relocation") from within the Property for any reason whatsoever, notwithstanding any language to the contrary in any applicable permit, franchise agreement or otherwise, and prior to any such Relocation by Utility, the County or other governmental agency which subsequently gains control over the Property, shall provide Utility with a substitute location, satisfactory to Utility, obtain any easements that may be necessary, and shall pay Utility for the costs of any such Relocation now or in the future. County shall also reimburse Utility for all costs to locate, expose, protect or support the Facilities, in the event of future construction or excavation in close proximity to the Facilities, when such services are required by County. County shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Facilities in the Property.

Project No.: 2008910
Project Name: Lakeside MHP - L-2 Canal Pump Station
Parcel No.: 00-43-43-29-00-000-3010

2. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 1 above, including the right, but not obligation, to trim such trees, bushes, and undergrowth which might endanger or interfere with the operation and safety of the Facilities.
3. The Utility agrees to repair any damage to the County Equipment caused by Utility.
4. These terms and conditions shall be attached as an addendum to the permit, if any, required by the County for location of the Facilities on the Property.
5. This agreement is not assignable except to the State of Florida or other governmental agency for the purposes described herein.
6. If the County desires to subsequently abandon or discontinue use of the Property, and ownership of the land is transferred to a private party, County, as a condition of and prior to any such sale, abandonment, or vacation, shall grant Utility an easement satisfactory to Utility for the Facilities then existing within the Property or require the transferee to so grant Utility an easement satisfactory to Utility at the time of transfer. If ownership of the Property is transferred to another governmental agency, that governmental agency shall take the Property subject to the terms and conditions of this Agreement.
7. If the County desires to subsequently sell or transfer ownership of the Property to another governmental agency, County, as a condition of said sale or transfer of the Property to another governmental agency, shall require the future governmental agency to assume the terms and conditions of this Agreement (including, without limitation, the costs outlined in section 1 of this Agreement).
8. This Agreement shall be recorded in the Official Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written.

[Signatures follow on next page]

[Balance of page intentionally left blank]

Project No.: 2008910
Project Name: Lakeside MHP - L-2 Canal Pump Station
Parcel No.: 00-43-43-29-00-000-3010

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk (or Deputy Clerk)

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Approved as to Terms
and Conditions

By: _____
County Attorney

By: A.J. Walt

STATE OF FLORIDA
COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this _____ day of
_____ 2012, by _____, Chairman, Board of
County Commissioners, who is personally known to me and who did not take an oath.

Signature

Print Name

Gene E. Beck
Witness Signature
Signature
Gene E. Beck
Print Name of Witness

FLORIDA POWER & LIGHT COMPANY
By: John R. Harey

John R. Harey
Print Name

Director
Title

Aua Escoto
Witness Signature

Aua Escoto
Print Name of witness

STATE OF FLORIDA
COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this 26th day of
September 2012, by John R. Harey, who is personally known to
me, or who supplied _____ as identification, and who
did/did not take an oath.

SEAL



VIVIAN JIMENEZ
MY COMMISSION # EE 021241
EXPIRES: September 30, 2014
Bonded Thru Budget Notary Services

Vivian Jimenez
NOTARY PUBLIC

266-LGL REV.

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING WITHIN A PORTION OF THE L-2 CANAL AS DESCRIBED IN OFFICIAL RECORD BOOK 619, PAGE 344 AND ROAD PLAT BOOK 5, PAGE 81, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL ALSO LYING WITHIN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BRIDGEMAN DRIVE AN 80 FOOT RIGHT-OF-WAY ACCORDING TO THE PLAT OF BELVEDERE HEIGHTS, AS RECORDED IN PLAT BOOK 24, PAGE 163 OF SAID PALM BEACH COUNTY PUBLIC RECORDS AND THE CENTERLINE OF FLORIDA MANGO ROAD AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON PALM BEACH COUNTY RIGHT-OF-WAY MAP DRAWING NO.3-64-108 AND ROAD BOOK 5, PAGE 81, OF SAID PALM BEACH COUNTY PUBLIC RECORDS; THENCE NORTH 88°26'40" WEST ALONG THE CENTERLINE OF SAID BRIDGEMAN DRIVE AS LAID OUT AND IN USE, A DISTANCE OF 353.42 FEET; THENCE NORTH 01°27'06" EAST, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID BRIDGEMAN DRIVE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 01°27'06" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°26'40" EAST PARALLEL WITH AND LYING 10 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH RIGHT-OF-WAY LINE OF SAID BRIDGEMAN DRIVE, A DISTANCE OF 149.00 FEET; THENCE NORTH 01°33'20" EAST, A DISTANCE OF 11.14 FEET; THENCE SOUTH 88°26'40" EAST, A DISTANCE 20.00 FEET; THENCE SOUTH 01°33'20" WEST, A DISTANCE OF 21.14 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID BRIDGEMAN DRIVE; THENCE NORTH 88°26'40" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF BRIDGEMAN DRIVE, A DISTANCE OF 168.98 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 1913 SQUARE FEET (0.0439 ACRES) MORE OR LESS.

SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990) BEARING OF SOUTH 01°55'44" WEST ALONG THE NORTH-SOUTH QUARTER SECTION LINE SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL/HIGH RISK) REQUIRED BY THIS SURVEY.


THIS INSTRUMENT PREPARED BY CRAIG S. PUSEY, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

THE FILE NAMES ARE PROJECT NUMBER 2008910, 8910L2.ZAK, S-1-12-3308.DGN.

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


CRAIG S. PUSEY P.S.M.
FLORIDA CERTIFICATE NO. 5019

8/23/12
DATE


PROJECT NO. 2008910	SHEET 1	PROJECT: (A PORTION OF) L-2 CANAL STORMWATER PUMPING STATION PARCEL DESCRIPTION		SCALE: 1" = 50' APPROVED: C.S.P. DRAWN: E.A.O. CHECKED: C.W.M. DATE: 8/14/12 FIELD BOOK NO.	NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-12-3308.DGN	DRAWING NO. S-1-12-3308							

EXHIBIT "A"



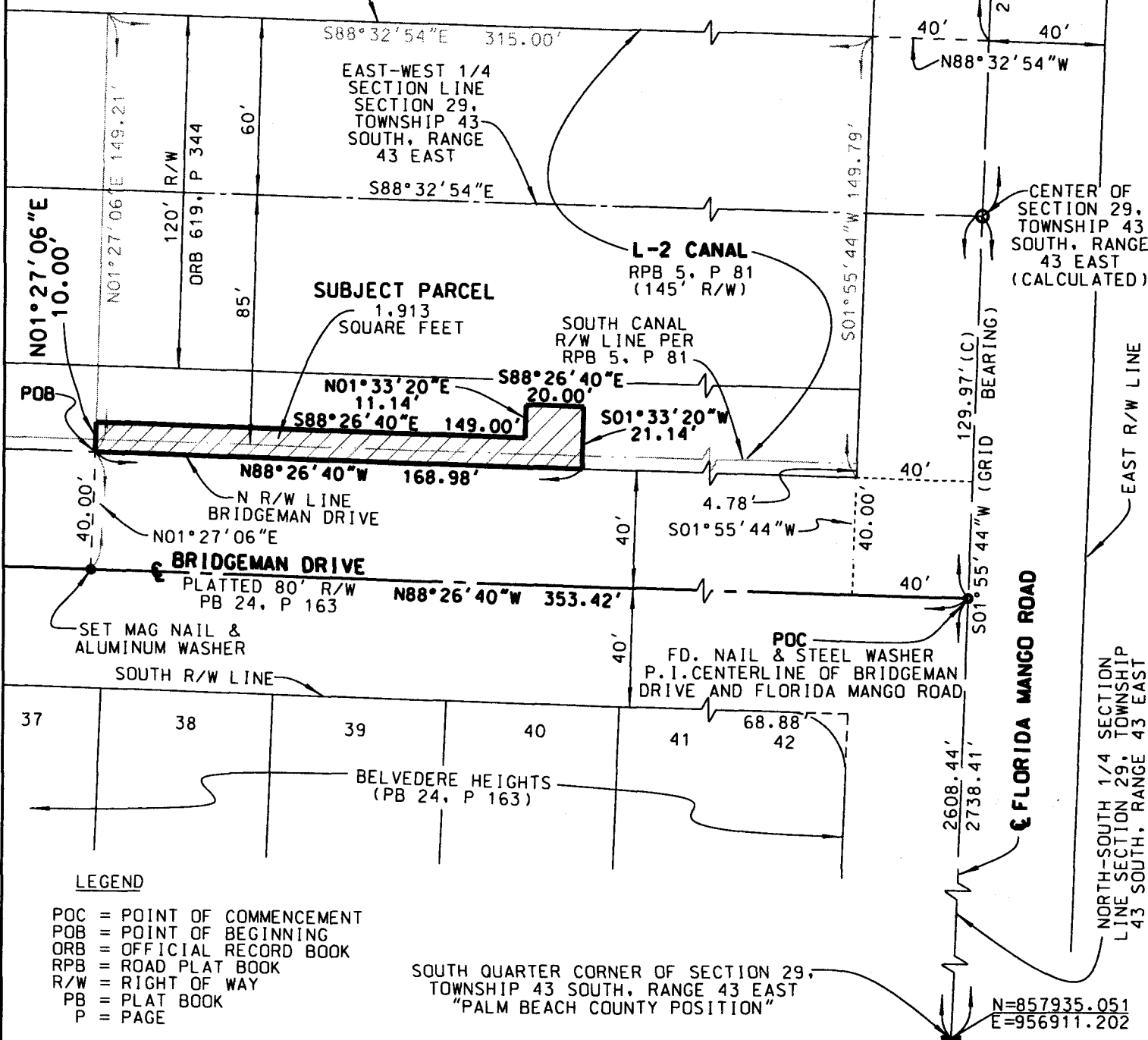
SCALE: 1" = 50'

NORTH QUARTER CORNER OF SECTION 29,
TOWNSHIP 43 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

N=863414.234
E=957095.725

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
AS READJUSTED BY PALM BEACH
COUNTY IN 1998
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE
PLANE TRANSVERSE MERCATOR
PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.0000449
GROUND DISTANCE X SCALE FACTOR =
GRID DISTANCE

NORTH CANAL R/W LINE
& SOUTH LINE OF PARCEL
ORB 8432, P 1461



LEGEND

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
ORB = OFFICIAL RECORD BOOK
RPB = ROAD PLAT BOOK
R/W = RIGHT OF WAY
PB = PLAT BOOK
P = PAGE

SOUTH QUARTER CORNER OF SECTION 29,
TOWNSHIP 43 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

N=857935.051
E=956911.202