

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	April 2, 2013	[X] Consent [] Ordinance	[] Regular [] Public Hearing	
Department:	Facilities Developm	ent & Operations		
	I.	EXECUTIVE BRIEF		

Motion and Title: Staff recommends motion to approve: a U.S. Army Corps of Engineers (USACE) Consent to Easement to construct a staging dock extension at Burt Reynolds Park, Jupiter.

Summarý: In February 2011, the Board approved a USACE Consent to Easement (R2011-0119) for the extension of the staging dock to 279'. During the construction of the dock, the dock permit was modified to reduce the height of the dock and increase the easement area from 0.02 acres to 0.03 acres to accommodate the proposed construction. This Consent to Easement will replace and supersede the USACE Consent to Easement granted to Palm Beach County dated February 18, 2011. The USACE requires a \$300.00 administrative fee for processing the consent. (PREM) District 1 (HJF)

Background and Justification: In 2006, the USACE issued the County a permit to construct a new staging dock on the west side of the Park. The County completed a \$2.9 million expansion project for Burt Reynolds Park in the fall of 2007, which included the construction of a staging dock in the Intracoastal Waterway. The dock was originally designed to be 6' wide and 289' long. However, due to questions regarding ownership of submerged lands, the County was only able to construct 110' of staging dock. In 2008, the Town of Jupiter purchased Fullerton Island, including a small section of the submerged lands located adjacent to the Park. In October 2010, the Florida Inland Navigation District awarded the County a \$75,000 Waterways Assistance Program grant to assist in the extension of the staging dock. Additional funding for the dock expansion will be through the 2004 \$50 Million Waterfront Access and Preservation General Obligation Bond Issue. The current plans call for the dock to be extended to 279'. The dock and to increase the easement area in order to accommodate the construction of the dock. Extension of the staging dock will enhance the utilization of the boat ramps and will allow boaters to load/unload passengers and gear before entering or exiting the ramps to minimize congestion. Construction of the dock expansion is expected to begin in April 2013.

Attachments:

1. Location Map

2. Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way (2)

3. BAS

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Department Director	Date'	
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County Administrator	Date	
	Department Director	Department Director Date / Department Director J(1/12)

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: A.

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures		<u></u>			
Operating Costs	<u>300.00</u>				
External Revenues					. <u> </u>
Program Income (County)		m			
In-Kind Match (County					
NET FISCAL IMPACT	<u>300.00</u>			<u></u>	
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current B	udget: Yes	<u> </u>	No		
Budget Account No: Fund	<u>3038</u> Dept Program	<u>581</u>	Unit <u>P702</u>	Object <u>(</u>	<u>5505</u>

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

3-6-13 Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

OFMB Fiscal and/or Contract Development Comments: A.

OFMB ß

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B. Legal Sufficiency:

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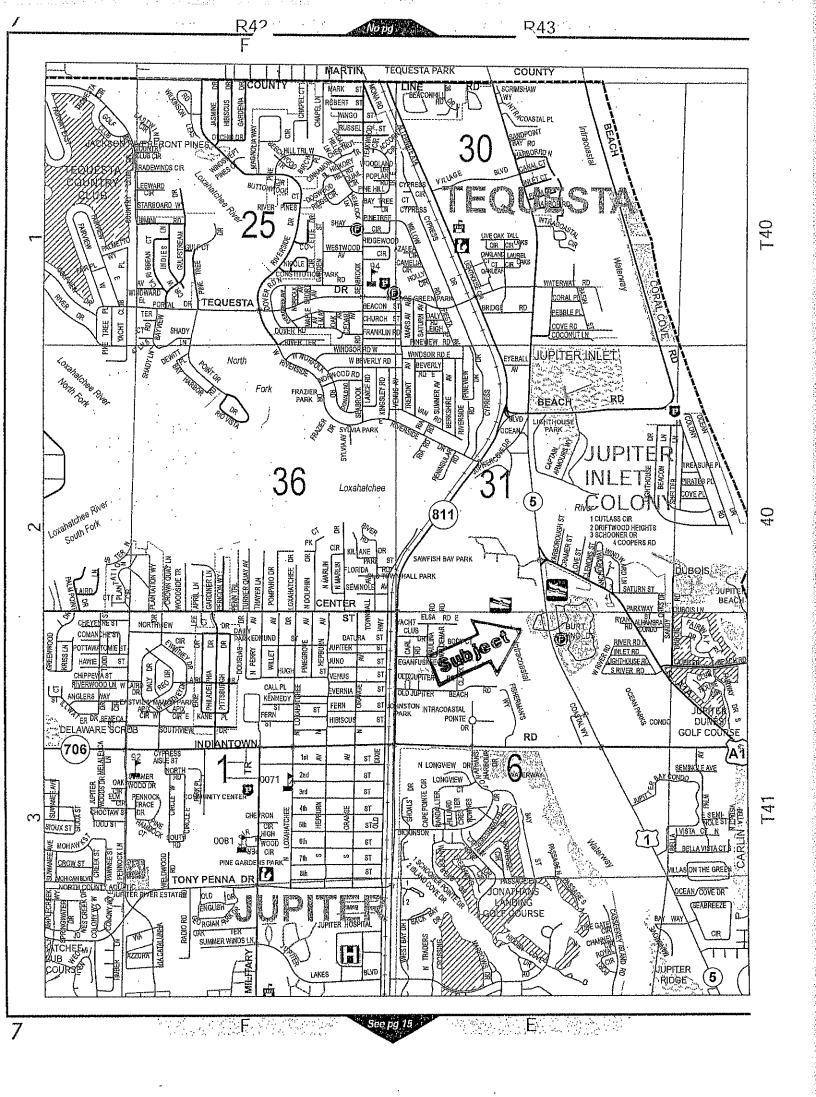
3/15/13 Assistant County Attorney

C. **Other Department Review:**

Department Director

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

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LOCATION MAP

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

Consent No. DACW17-9-13-0056 Project: Intracoastal Waterway, Jacksonville to Miami, Palm Beach County, Florida Tract Nos. 524 and 526

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 of Management and Disposal Branch, Real Estate Contracting Officer, 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, Jacksonville to Miami, Palm Beach County, Florida; and

WHEREAS, the Grantee has requested permission to construct, use, maintain, and remove a dock in, on, across, over, and under a portion of the lands identified as Tract Nos. 524 and 526, Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida. The area comprising 0.03 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 on behalf of the United States, this consent shall replace and supersede Department of the Army Consent to Easement No. DACW17-9-10-0090 granted to Palm Beach County, Florida on 18 February 2011.

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 has 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. 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. 2006-01227, incorporated herein by reference. That no additional structures shall be constructed waterward of the Government's right-of-way line and that any structures currently within the right-of-way must be removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

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 _____ 2013.

UNITED STATES OF AMERICA

By:

MARK E. BENNETT Chief of Management and Disposal Branch

AGREED TO AND ACCEPTED

COUNTY:

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By:

ATTEST:

By:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

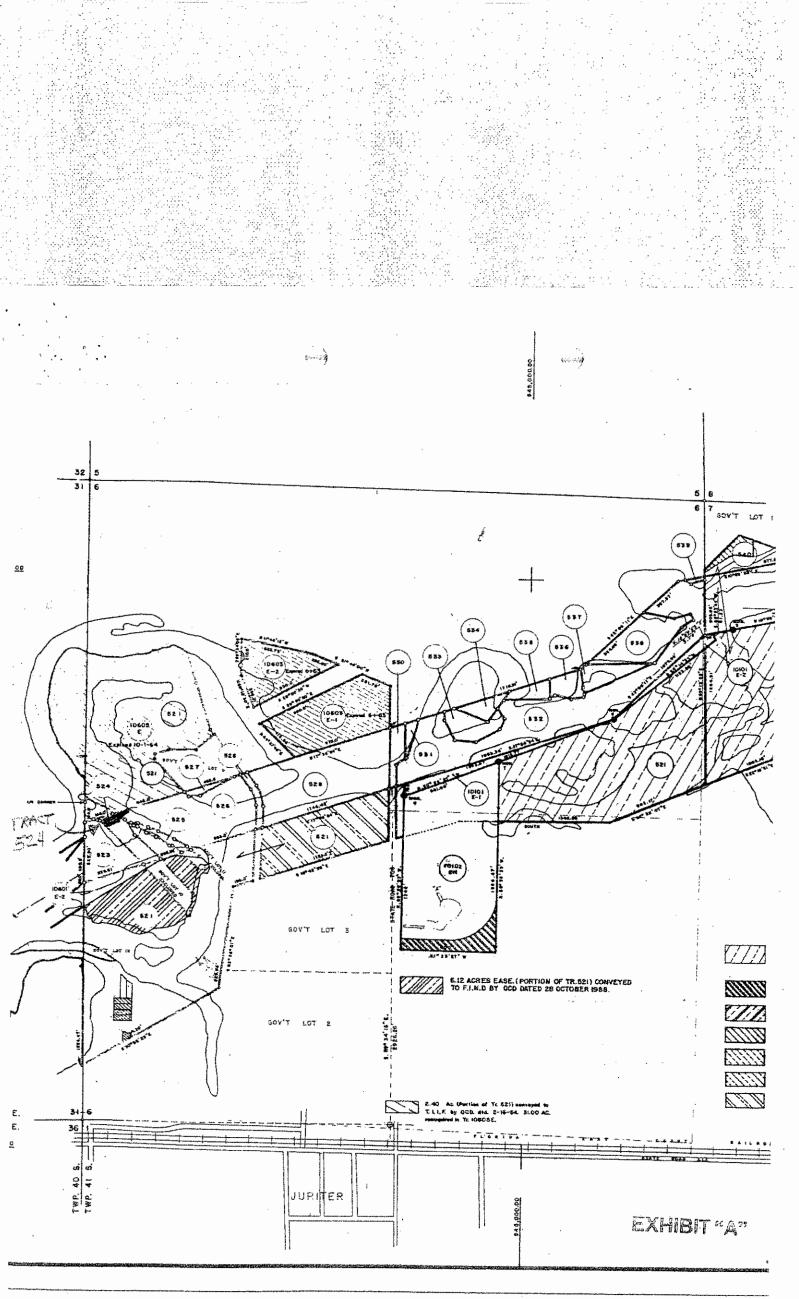
CONDITIONS By: Ret An muy Wonf

Steven L. Abrams, Mayor APPROVED AS TO TERMS AND

CERTIFICATE OF AUTHORITY

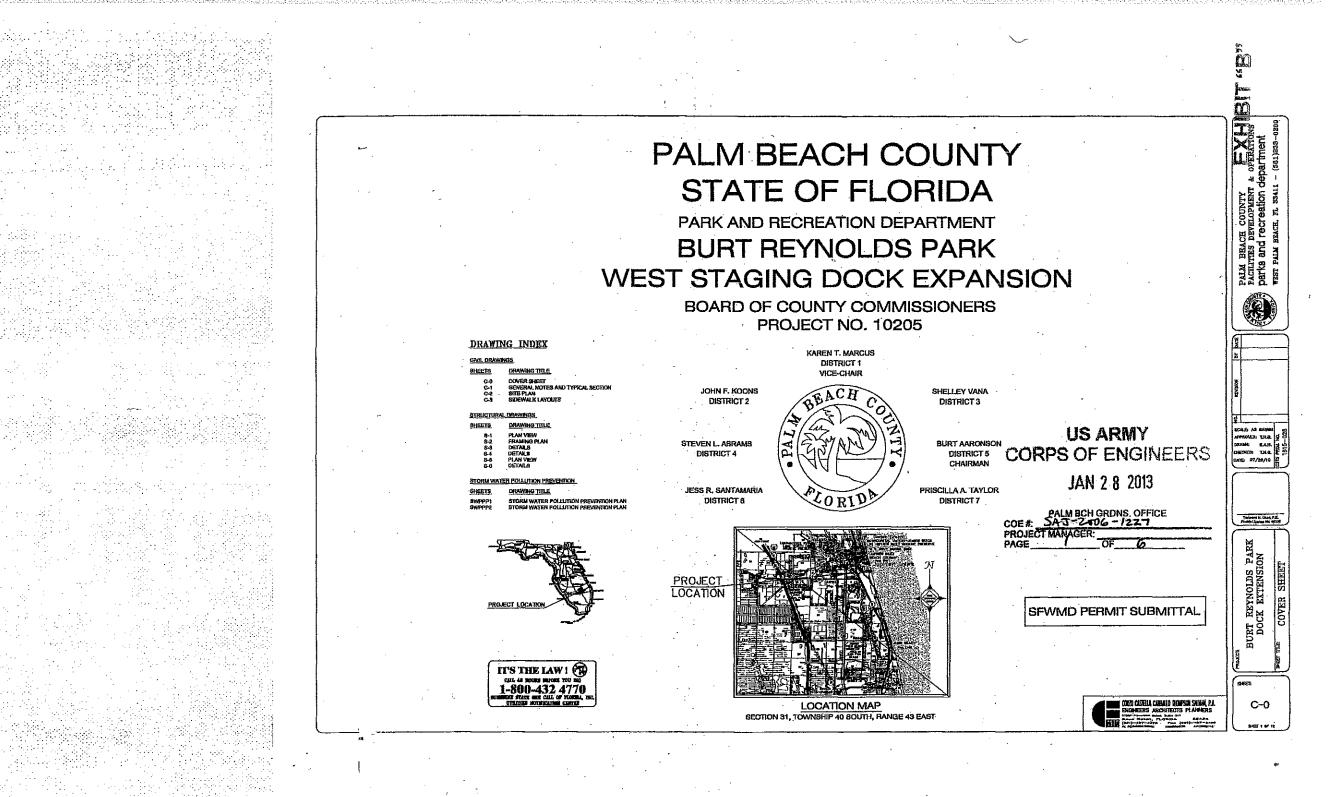
I, ______, certify that I am the of the Board of County Commissioners, Palm Beach County, Florida; that ______ who signed the foregoing instrument on behalf of the grantee was then _______ of Palm Beach County Board of County Commissioners. I further certify that the said officer was acting within the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

(Signature)



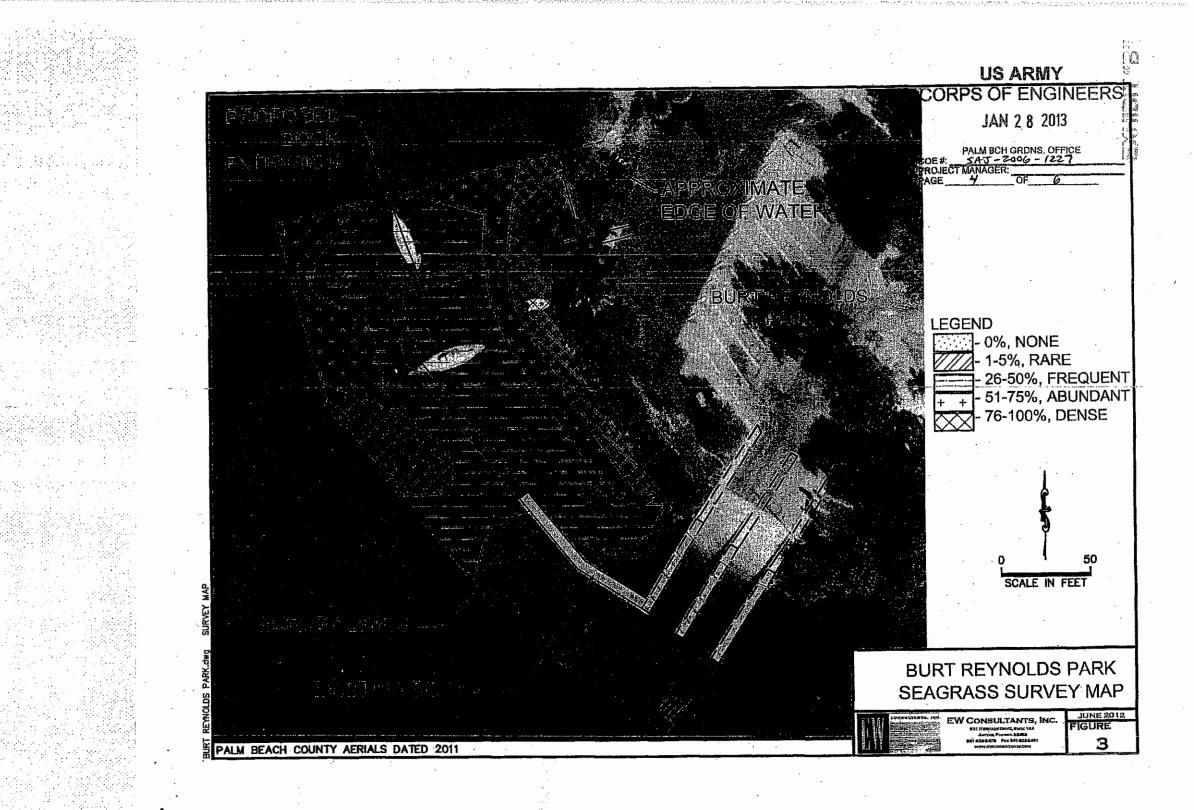
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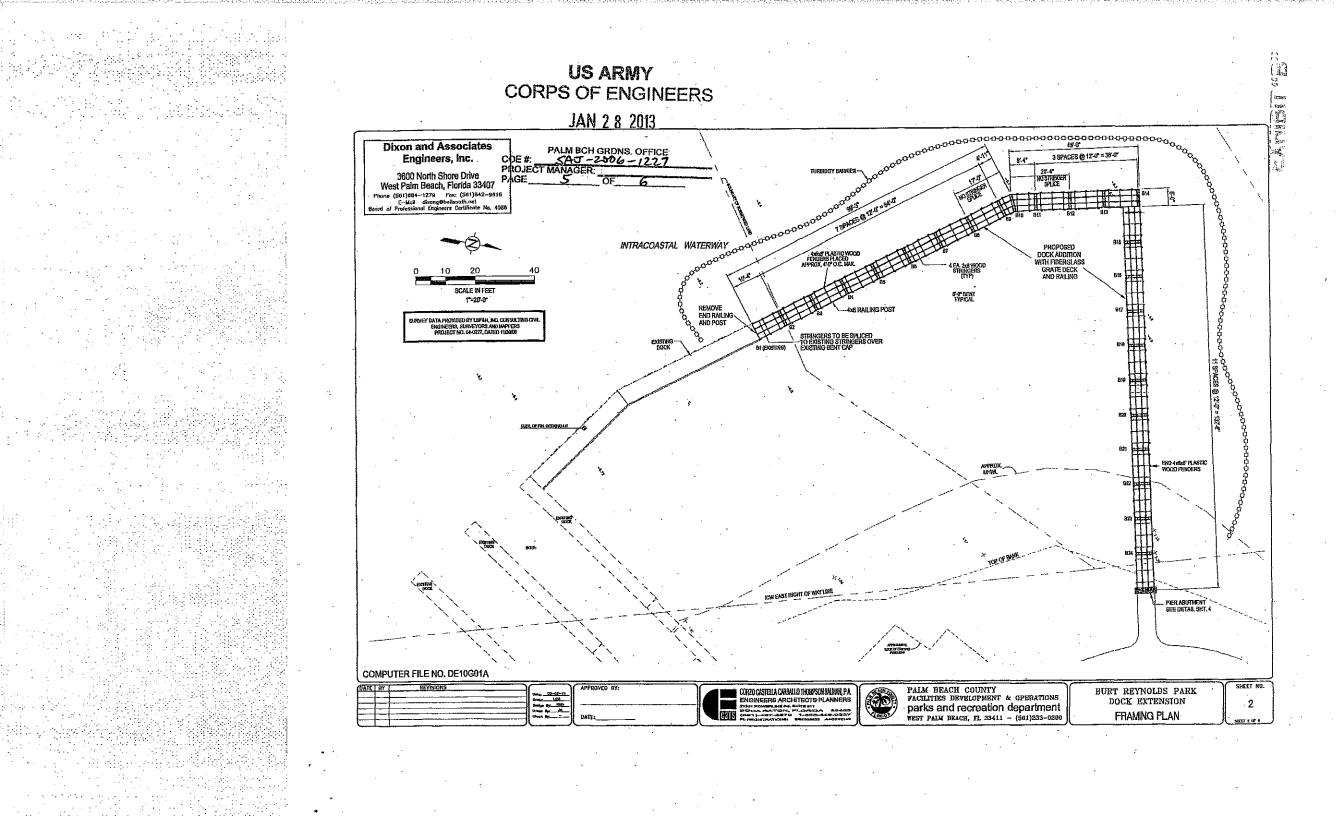
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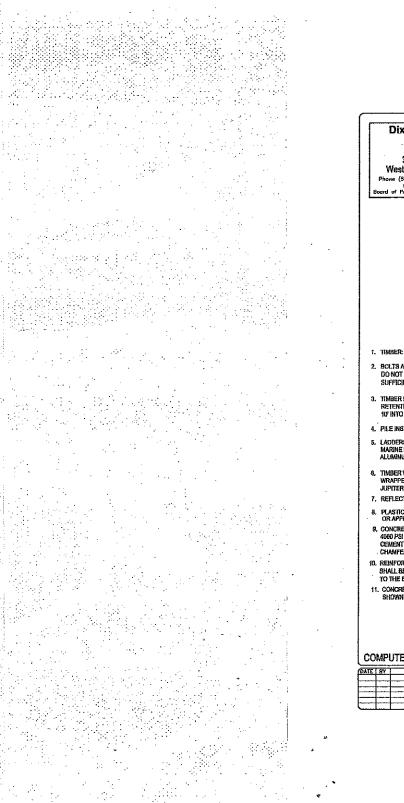


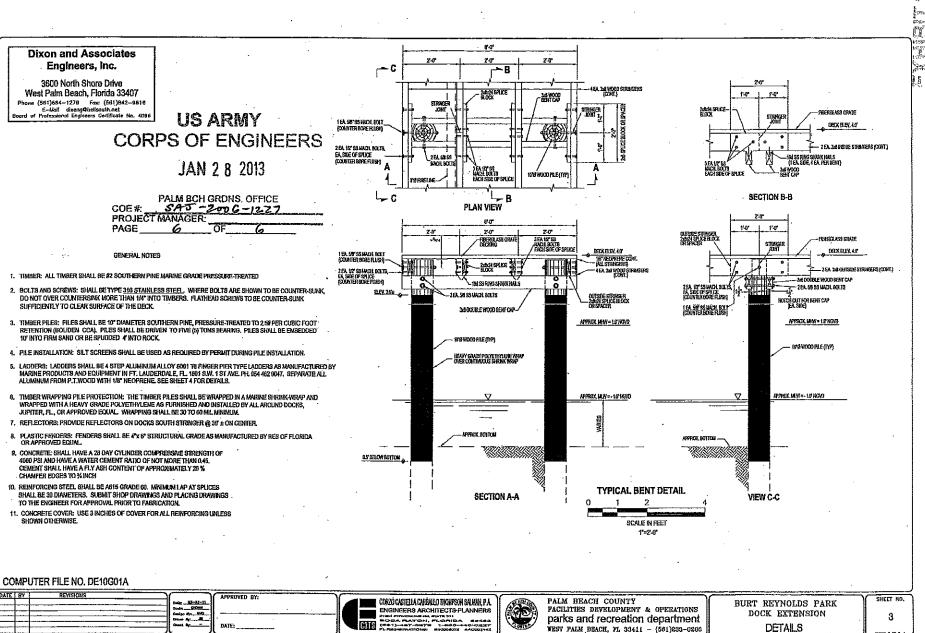




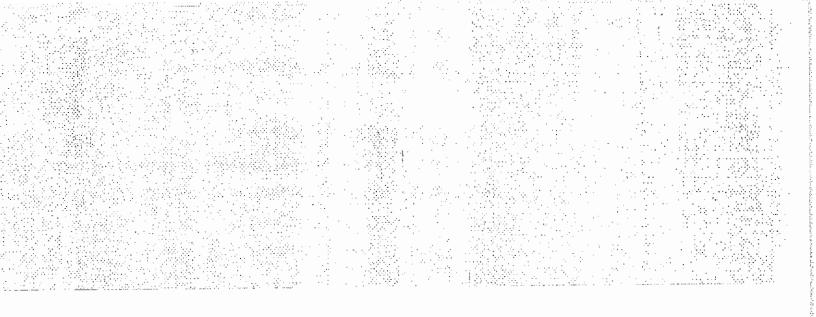








DETAILS



# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/28/2013	REQUESTED BY: Margaret Jackson	PHONE: 233-0212
PROJECT TITLE: Burt Reynolds Pa	rk – Dock Extension	PROJECT NO.:
ORIGINAL CONTRACT AMOUNT		BCC RESOLUTION#:
REQUESTED AMOUNT: \$300.00		DATE:
CONSULTANT/CONTRACTOR: I	AO USAED Jacksonville	

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Permit processing for the Department of Army Consent to Easement to use Corps of Engineers right-of-way to construct a staging dock extension in the Intracoastal Waterway at Burt Reynolds Park in Jupiter.

CONSTRUCTION	
VENDOR SERVICES	
STAFF COSTS**	
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	\$300.00

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

### BUDGET ACCOUNT NUMBER:

FUND: 3038	DEPT: 581	UNIT: P702	овл:6505	SUB OBJ:
		EACH ACCOUNT: (chec	、 、	
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