

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 22, 2013       Consent       Regular  
    Ordinance       Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff requests Board direction:** regarding the status of projects under the \$50M Waterfront Access Bond Issue, including the Riviera Beach Marina and Lake Park Marina Projects.

**Summary:** Staff has prepared a report updating the status of each individual project allocated funding under the \$50M Waterfront Access Bond Issue approved by the voters in November of 2004. Recently, concerns have been raised regarding the design of the Riviera Beach Marina renovations. In addition, the Town of Lake Park has requested a modification of the Interlocal Agreement for funding assistance for its Marina project. Both projects are reviewed in the status report. **(PREM) Countywide (HJF)**

**Background and Policy Issues:** The attached project status report provides updated summary information of each of the projects allocated funding from the Waterfront Access Bond and an updated accounting of the monies remaining unspent. Three projects remain with outstanding issues and those projects are discussed below.

**Lake Park Marina**

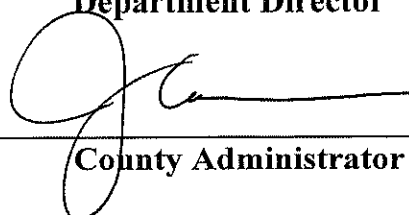
On November 16, 2010, the County and the Town entered into an Interlocal Agreement (R-2010-1943) which provided the Town with \$2.4 Million for acquisition of .8 acres of land adjacent to the Marina for expansion of boat trailer parking. The Town closed on the acquisition in December 2010 using the County's grant funding. The Interlocal Agreement required the Town to complete the boat trailer parking lot renovation within 24 months, which the Town did. The Interlocal Agreement also requires that the Town close the southernmost section of Lake Shore Drive and construct a pedestrian promenade within 60 months.

Continued on page 3

**Attachments:**

1. Status Report/Funding Allocation
2. Lake Park Modification Request
3. Lake Park Marina Task Force Report
4. Current Riviera Beach Marina Conceptual Plan
5. Email from Fane Lozman re Riviera Beach Marina
6. Letter from Riviera Beach City Manager Ruth Jones

Recommended By:       10/18/13  
Department Director      Date

Approved By:       10-18-13  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>    *    </u>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No _____			
<b>Budget Account No:</b>	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

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

\* No fiscal impact.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

Susan Neary 10/18/13  
 OFMB *HN* 10/17  
*SP* 10/18/13  
*SB* 10/18

Dr. J. Jacobson 10/18/13  
 Contract Development and Control

**B. Legal Sufficiency:**

H. J. L. 10/18/13  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

In 2011, residents within the Town objected to the closure of Lake Shore Drive, and discussions with Town Staff confirmed that the Town was hesitant to pursue closure of the road. On June 7, 2011, the Board directed that a letter be sent to the Town informing the Town that the County would require all phases of the project, including closure of Lake Shore Drive and construction of the promenade, to be completed in accordance with the Interlocal Agreement. In response, the Town Commission voted to proceed with development of all phases of the project as set forth in the Interlocal Agreement.

However, the closure of Lake Shore Drive remains a hot button political issue within the Town. Staff has worked with the Town Manager in an attempt to craft a compromise solution which meets both parties' objectives. As outlined in the attached letter from the Town Manager, the Town would agree to close the northbound lane of traffic, reconfigure the median and relocate existing parking spaces. The result is that southbound lane of Lake Shore Drive would remain open, and the area for the promenade would be shifted closer to the Marina. As a practical matter, until such time as redevelopment of the properties west of Lake Shore Drive occurs, it will be difficult to legally close Lake Shore Drive. This compromise offers the ability to create a useable promenade in the interim period and provides a good portion of the contemplated benefits of the promenade – a walkway and gathering spot along the water. What it fails to achieve is a seamless flow of pedestrian traffic from redeveloped areas to the water. However, with the limited traffic flow over Lake Shore as it exists today, it is unlikely that even once redevelopment takes place, pedestrian access would be hindered by a single lane of traffic. The Town has also indicated that it would (and currently does) close Lake Shore Drive during special events.

The other modification to the Interlocal Agreement that the Town has requested is to reconfigure the trailer parking lot to improve the internal circulation. This will result in the loss of 3 boat trailer spaces and 10 passenger vehicle spaces. However, the reconfigured spaces will be larger to accommodate the larger boats using this ramp. Attached is a report on the proposal prepared by the Town's Marina Task Force. Staff concurs with the Task Force's recommendations and believes that it would represent a substantial improvement over the existing configuration which is in compliance with the Interlocal Agreement. The Town Manager doubts that there is political support for the expenditure of funds to accomplish the reconfiguration without an agreement to allow for at least one lane of Lake Shore Drive to remain open.

If the Board supports the Town's request, then Staff will prepare an amendment to the Interlocal Agreement for Board approval at a subsequent meeting.

### **Riviera Beach Marina**

Amendment Number 2 to the Interlocal Agreement with the City of Riviera Beach (R2012-1032) provided \$5 million in grant funding to the City for Phase 1 of the City's project to completely replace the existing seawall and docks at the Marina. The City completed Phase 1 by December 31, 2012 as required. The project turned out exceptionally well. While Phase 1 of the project was timely completed and open for use by the public by the December 31, 2012 completion deadline, not all invoices were received and paid by the City by that date. The Interlocal Agreement only required construction to be complete and open to the public, and does not address processing of invoices after the completion date. A companion agenda item is being submitted to extend the project completion date solely to allow for processing of reimbursement to the City. Approximately \$1,024,000 remains to be reimbursed to the City.

Recently, Mr. Fane Lozman has questioned several aspects of the City's Marina project:

1. **Dry Storage.** Mr. Lozman objects to the City's demolition of the old dry storage facility, claiming that the City represented the City would restore the dry storage building. This issue was discussed in the November 17, 2009 Agenda Item 5G-2 (R-2009-2012) approving Amendment 1 to the Interlocal Agreement, the November 30, 2010 Agenda Item, and the May 24, 2011 workshop. The Conceptual Plan attached as Exhibit B to Amendment 2 to the Interlocal approved by the Board on July 10, 2012 (R-2012-1032), clearly shows that the City proposed to construct a parking area where the old dry storage building was located.

2. **Dockage/mega yacht slips.** Mr. Lozman claims that the City changed its plans for the southern 1/3 of the Marina to remove existing slips and convert the docks into mega yacht slips. Since the workshop on May 24, 2011, the City's conceptual plans for the Marina improvements have shown 2 long marginal docks (parallel park) which could accommodate larger vessels, including mega yachts. The Conceptual Plan attached to Amendment 2 hereto shows 3 long marginal docks. As depicted on the Plan, and as discussed with the City, these slips/docks would provide flexibility to accommodate varying lengths of boats: both numerous small boats as depicted, 3 or 4 mega yachts or some combination of large and small boats.

The Interlocal Agreement contains no specific restrictions on the slip length, number of slips or types of boats. The Agreement only requires that the project be developed consistent with the Conceptual Plan. Phase 1 of the project was constructed in accordance with the Conceptual Plan. The City is in the final design stages of Phase 2, which from Staff's review of the latest drawings, appears to be entirely consistent with the Conceptual Plan. Phase 2 has one long marginal dock designed with utility hookups to support numerous boats. Phase 3, which includes the balance of the area with long marginal dockage, will be designed and developed in the future.

3. **State Dedication.** Mr. Lozman claims that the State Dedication that allows rent free use of the submerged lands upon which the Marina is constructed must be converted into a lease as a result of the reconfiguration of the Marina to accommodate larger boats (mega yachts). A long term lease of a portion of the Marina to a commercial operator such as Rybovich would clearly violate the Dedication. Allowing first come, first served, temporary dockage for mega yachts arguably is a public recreational use allowed by the dedication. As currently proposed, long marginal docks, in and of themselves, should not present a problem. However, the use and operation of those docks will be key. Until such time that the City finalizes its design plans for Phase 3 and the City provides more detail on use and operation thereof, it is difficult to fairly evaluate whether those docks will present a problem with the Dedication.
4. **Grants/ Competition/Rental rates.** Mr. Lozman raises concerns regarding a proposal by the City to raise rental rates. To date, the City has only changed its ordinance to allow changes to the Marina rental rates to be accomplished by resolution, and has not increased rental rates. However, the City does contemplate increasing the rates. Please refer to the attached correspondence from the City regarding rates and a comparison to rates charged by other marinas. The Interlocal Agreement contains no restrictions on rates charged by the City. There are restrictions in various grants received by the City which require competitive rates. In addition, other marinas are concerned with the potential for the City to undercut their rates.

### **Riviera Beach/Lockheed Martin Pier**

The County entered into a Tri-Party Agreement with the City of Riviera Beach and Lockheed Martin for the development of a joint use dock/fishing pier serving Lockheed Martin's facility and the County's Light Harbour Park. Funding was from a \$1.6M OTTED grant, \$400,000 from Lockheed Martin and \$400,000 from the County. The project was completed and opened to the public on September 22, 2011. Staff has been working with the City to process reimbursement requests. In reviewing the Tri-Party Agreement, Staff discovered a technical glitch. The Agreement provided for automatic termination in the event that all permits for the project were not obtained within 18 months after the effective date, (August 2008). Permitting for this project was extremely complex, several interim permits were obtained, but the final Army Corp of Engineers permit was not obtained until July of 2010. Staff continues to work with the City to compile all required documentation in support of the City's reimbursement requests and will process an amendment to the Tri Party Agreement to waive this condition.



# Parks and Recreation Department

## Fund 3038

\$50M GO 05 Waterfront Access

### Project Totals

Dept	Unit	Unit Name	Original Project Amount	Interest Projects	Transfers and/or Amendments	Total Project Amount	Expenditures	Encumbrances	Balance Unspent
810	7301	Cost of Issuance			440,903	440,903	440,903	0	0
821	9824	Reserves			434,730	434,730	0	0	434,730
411	B397	Waterfront-Sailfish	10,000,000		36,714	10,036,714	10,036,714	0	0
411	B398	Waterfront-PB Yacht Center	14,000,000			14,000,000	14,000,000	0	0
581	P198	Moroso Park	3,000,000		-1,160,000	1,840,000	1,440,002	400,000	-2
581	P456	Burt Reynolds Park Improvements	300,000		175,000	475,000	450,706	0	24,294
581	P572	Delray Intracoastal Park/Pass-through			414,811	414,811	414,811	0	0
581	P594	Waterway Park	2,500,000	400,000		2,900,000	497,404	95,769	2,306,827
581	P605	Dubois Park Marina	2,700,000	1,350,000	-437,203	3,612,797	3,612,798	0	-1
581	P606	Belle Glade Marina	3,000,000		-29,000	2,971,000	2,453,487	517,514	-1
581	P607	Bert Winters Park Boat Ramp Expansion	1,500,000		-1,000,000	500,000	77,314	30,677	392,008
581	P608	Boynton Beach Marina	2,000,000			2,000,000	2,000,000	0	0
581	P609	Currie Park Boat Ramp Expansion	1,500,000		-1,500,000	0	0	0	0
581	P610	Jaycees Park Boat Docks	500,000		-500,000	0	0	0	0
581	P611	Obidacian Boat Ramps	1,000,000		-1,000,000	0	0	0	0
581	P612	Pahokee Marina	3,000,000			3,000,000	3,000,000	0	0
581	P613	Phil Foster Boater Support Facilities	1,000,000	500,000		1,500,000	1,490,579	0	9,421
581	P614	Riviera Beach Marina	4,000,000		1,000,000	5,000,000	3,975,084	1,024,916	0
581	P641	Peanut Island Lagoon		300,000	-94,045	205,955	205,955	0	0
581	P665	Pahokee Eco-Islands		150,000	-4,592	145,408	145,408	0	0
581	P689	Lantana Sportman's Park			300,000	300,000	30,990	269,010	0
581	P702	Burt Reynolds Park Staging Dock		150,000		150,000	111,959	0	38,041
581	P709	Juno Park Boat Ramp Restroom Replacement		250,000		250,000	0	0	250,000
581	P714	Okeehetee South Park Boating Center		1,327,000	-376,955	950,045	91,147	22,864	836,034
581	P729	City of Lake Worth Bryant Park Boatramps			200,000	200,000	200,000	0	0
581	P732	Lake Park Marina			2,400,000	2,400,000	2,400,000	0	0
821	7400	Arbitrage Costs			1,086,449	1,086,449	1,086,449	0	0
581	P753	Dubois Park Property Acquisition				0	0	0	0
581	P761	Fullerton Island		0		0	0	0	0
381	M703	Slwid Sand Trans Plant Recons			45,000	45,000	0	0	45,000
581	P777	Bert Winters Park PBMI Land Acquisition			1,005,334	1,005,334	1,005,333	0	1
381	3079	Fullerton Island Restoration			400,000	400,000	191,906	208,094	0
		<b>Total</b>	<b>50,000,000</b>	<b>4,427,000</b>	<b>1,837,146</b>	<b>56,264,146</b>	<b>49,358,949</b>	<b>2,568,843</b>	<b>4,336,353</b>

ATTACHMENT 1

**\$50M GO Waterfront Access Bond Reserve  
Fund 3038  
As of October 16, 2013**

Current Reserve Balance <3038-821-9824>	\$426,470
Reserve Funding for Future Arbitrage Payments	-\$158,444
Remaining Reserve Balance	\$268,026

Reserve funding will be needed to balance fund due to significant reduction in interest earned for FY2013

**Current Funded Projects:**

Bert Winters Park Boat Ramp Expansion design 60% complete; expected to bid in fall 2014	\$423,666
Burt Reynolds Park Improvements (west side of park; project included expanding boat trailer parking and other boater-related enhancements) substantially complete; final project closeout pending	\$24,295
Burt Reynolds Park Staging Dock (west side of park) substantially complete; final project closeout pending	\$38,042
Juno Park Boat Ramp Restroom Replacement design to start in 2014	\$250,000
Okeeheelee South Park Boating Center design 95% complete; expected to bid in fall 2014	\$729,516
Phil Foster Boater Support Facilities funding reserved until concessionaire agreement approved	\$9,423
Slwid Sand Trans Plant Recons (ERM project) under construction; payments pending	\$45,000
Waterway Park design 95% complete; expected to bid in early 2014	\$2,409,004
	\$3,928,946



Office of the  
Town Manager

## ATTACHMENT 2

September 17, 2013

Mr. Robert Weisman, P.E.  
Palm Beach County Administrator  
Palm Beach County Governmental Center  
301 North Olive Avenue  
West Palm Beach, FL 33401

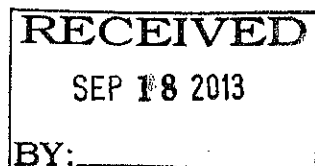
RE: Modification to Interlocal Agreement-Boat Trailer Parking and  
Increased Public Access to the Lake Park Marina (R2010-1943).

Dear Mr. ~~Weisman~~: *Bob*

This letter shall serve as the Town's request to have the Board of County Commissioners consider modifying the above referenced Interlocal Agreement (ILA) between the Town of Lake Park and Palm Beach County. As discussed, we are not asking to modify the ILA itself, but rather Exhibit "A" to the original agreement. There are two modifications that we are asking for. First is a modification to how the upper lot (acquired with PBC funds) will be integrated with the existing lower lot (for purposes of ease of access, flow of traffic and safety concerns involving the elimination of egress of boat trailer traffic directly onto Federal Highway). The second modification is to better identify which portion of Lake Shore Drive will be closed to accommodate the proposed pedestrian promenade.

Included with this letter are two documents. The first is a copy of the portion of Exhibit "A" from the ILA with the Town's proposed modifications. You will find them in red legislative format. The second document is an aerial map of the area that the Town is proposing to close for the pedestrian promenade. You will notice that what we have done is to keep Lake Shore Drive completely open to southbound traffic, but we have closed the northbound loop for the proposed pedestrian promenade. We have placed the 12 parking spaces that are currently on the northbound loop and will plan on moving them over to the southbound lane. This proposed modification to Lake Shore Drive will also impact the median, the swale and the drainage; but those are all items that the Town of Lake Park is willing to undertake if the BCC finds the modified language in Exhibit "A", Phase II (A), as proposed herein, to be acceptable.

None of this would have been possible if it were not for the outstanding guidance and cooperation that we received from Ross Hering. He has been tremendously helpful in crafting a number of ideas to get us to this point where I believe these proposed modifications serve the best interest of both the Town and Palm Beach County.



535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

After you have had an opportunity to review what I have outlined herein, please let me know how you think we can best proceed.

Very truly yours,

A handwritten signature in cursive script that reads "Dale".

Dale S. Sugerman, Ph.D.  
Town Manager  
TOWN OF LAKE PARK

cc: Members of the Lake Park Town Commission  
Ross C. Hering, Director of Facilities Development & Operations Department  
Nadia DiTommaso, Lake Park Community Development Director  
Jamie Hart, Lake Park Marina Director  
David Hunt, Lake Park Public Works Director  
Vivian Mendez, Town Clerk/Deputy Town Manager



EXHIBIT "A"

Project Description

B.	Boat Trailer Parking Lot Renovation	<p><i>This phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land as well as the integration of the existing lower lot with the upper lot. With the integration of the two lots, the traffic pattern through the integrated lots, as well as ingress and egress onto Silver Beach Boulevard, will be modified to ensure that a much safer flow of boat trailer traffic will be reached. The acquired upper lot will provide an additional 30 27 (twenty seven) boat trailer parking spaces along with 16 6 (six) 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 37% and thus enable more pedestrians and boaters to access the water.</i></p>
<p align="center"><b>Future Projects Dependent on Public Sector Funding and Private Investment</b></p> <p><b>PHASE II</b></p>		
A.	Pedestrian Promenade	<p><i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close approximately 460 feet of the northbound lane of traffic of the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity(see new "Exhibit E" attached hereto) 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></p>



**LEGEND**

 Proposed Pedestrian Promenade

 Lake Shore Drive Improvement Area

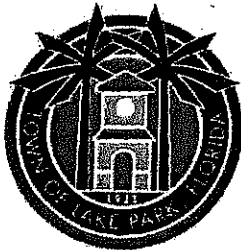
Cypress Drive

North Federal Highway

Silver Beach Road

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ATTACHMENT 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 15, 2013

Agenda Item No. *Tab 9*

Agenda Title: Review and Response to the Marina Task Force Report

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
  - NEW BUSINESS
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA
  - OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 4/18/13

Dale S. Sugerman, Town Manager  
Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ TBD Funding Source: Acct. # N/A <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Report from the Marina Task Force dated March 11, 2013
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____  Please initial one.

Summary Explanation/Background:

On March 11, 2013 I filed with the Town Commission the Report from the Marina Task Force. A copy of that report is included with this Agenda Request Form.

In summary, the Marina Task Force made the following recommendations:

- 1) Implement the integration of the two parking areas based upon the conceptual parking plan enclosed within Attachment A of the report.



- 2) Change the traffic flow pattern of the entire parking areas based upon the traffic pattern enclosed within Attachment B of the report.
- 3) Develop and implement a new locational and wayfinding scheme of signage as identified in Attachment C of the report.
- 4) Modify the parking fee structure based upon the schedule outlined in the report.
- 5) Approach Palm Beach County to request a modification to the existing Interlocal Agreement.

**Recommended Motion:**

Guidance and direction on some or all of the 5 recommendations is requested of the Town Commission.

## **MEMORANDUM**

**TO:** Honorable Mayor and Members of the Town Commission  
**FROM:** Dale S. Sugerman, Town Manager  
**DATE:** March 11, 2013  
**SUBJECT:** Report from the Marina Task Force

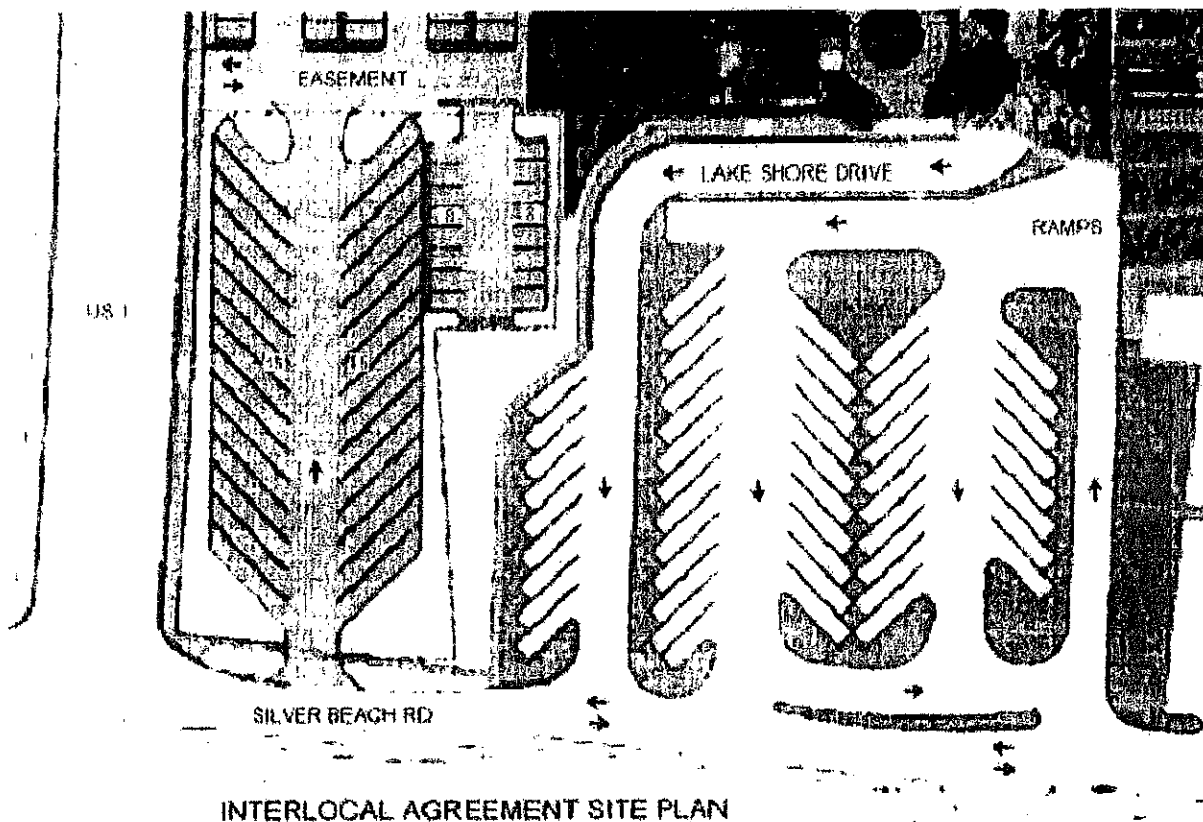
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In August of 2012 the Town Commission appointed 5 citizens and as town manager I appointed 4 staff members plus myself to a Marina Task Force. The 5 citizen appointees included Diane Bernhard, Wayne Creber, Erin Flaherty, Brent Headberg, and Jorge Quintero. The other four staff members included Marina Director James Hart, Public Works Director David Hunt, Project Manager Richard Pittman, and Finance Director Blake Rane. The Marina Task Force was given three specific assignments and six months to complete those assignments. The assignments included:

- 1) Dealing with parking at the Marina (including the configuration of the existing lot and better integration of the corner lot at US 1 and Silver Beach Road).
- 2) Dealing with traffic flow at the Marina (including abandoning the current right-of-way of Lake Shore Drive which cuts through the lower parking lot, reconfiguring the existing lot to accommodate the larger trucks and boat trailers, tearing down the existing wall, and integrating the corner lot).
- 3) Developing alternatives for enhancing revenues both through a reconfiguration of the existing lots, and finding a way to better utilize our daily boat launch ramp and supporting facilities.

The Task Force met once a month, for six consecutive months between the months of September 2012 and February 2013. What follows below is the final report from the Task Force.

**Dealing with Parking**

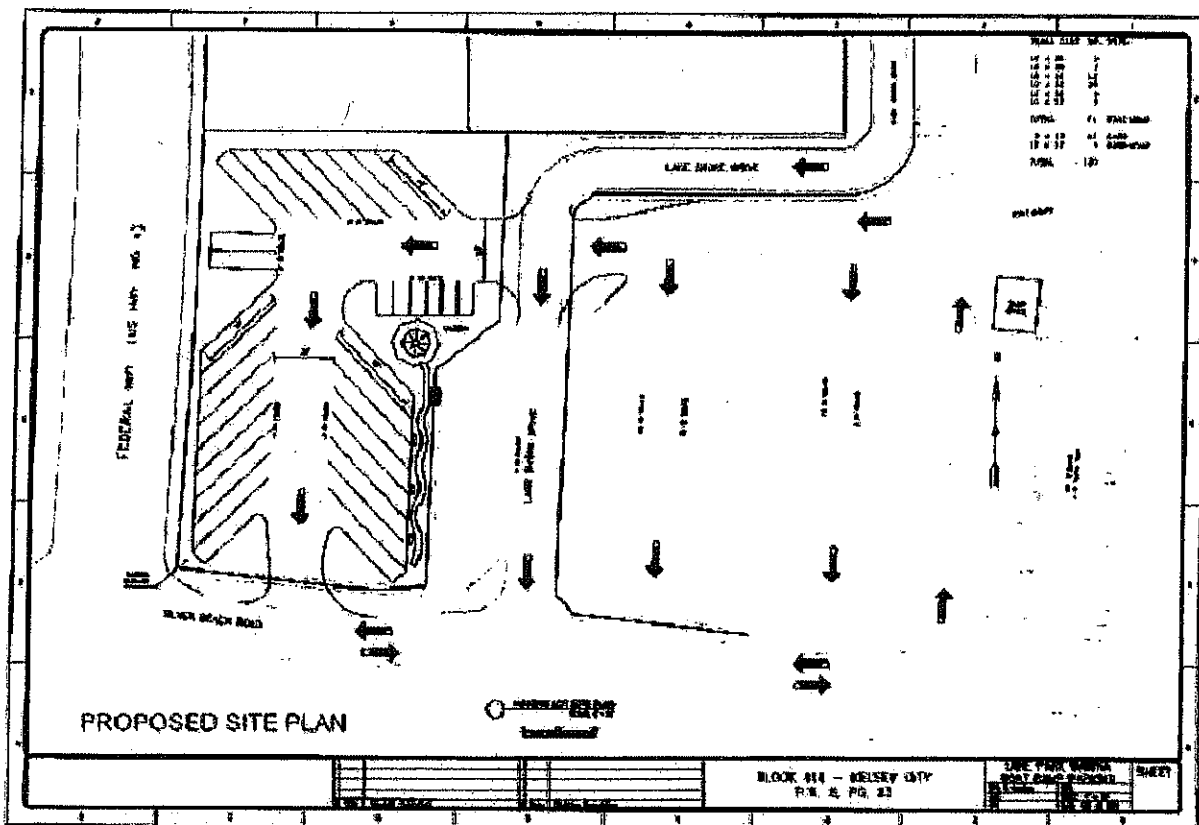


Displayed above is the existing parking configuration as proposed in the Interlocal Agreement between the Town of Lake Park and Palm Beach County which funded the acquisition of the upper parking lot along Federal Highway. It reflects the existing parking lot configuration with the exception of the 16 proposed standard sized car parking spaces which have yet to be constructed.

When one analyzes the current use of the existing parking lots (both the lower existing parking lot and the upper recently purchased parking lot) it is apparent that the parking stalls do not easily accommodate the size of the largest rigs that trailer boats to the facility, launch their boat and then park in the parking lot. Many trucks with large trailers actually jump the wheelstops in the lower lot because the length of the truck and trailer do not fit within the existing parking spaces in the lower lot. If they didn't jump the wheelstop, the back end of the trailer would hang into the travel lane. Also, many of

these larger rigs do not park in the upper parking lot (which can handle the larger rigs) because movement into and out of the upper parking lot is difficult at best.

The first effort of the Task Force was to develop a conceptual parking plan to integrate the lower and the upper lot, with as many larger (55' and 50') parking spaces as physically possible fitting into the upper parking lot only; such that the lower parking lot would not need any significant reconfiguration and costs could be held to a minimum.



The conceptual parking plan above, which has been developed with the help of Task Force member Brent Headberg, would accommodate eight 55' and nine 50' parking spaces in the upper lot (see also Attachment A). As proposed, the reconfigured upper lot can be easily reached after the boat is launched at the ramp.

Once the upper and the lower parking lots are physically reconfigured, the overall parking space count would result in the following total parking spaces being available throughout the Marina:

### Parking Space Configuration

<u>Size of Parking Spaces</u>	<u>Number</u>	<u>Type</u>
10' x 55'	8	Vehicle & Trailer
10' x 50'	9	Vehicle & Trailer
10' x 45'	36	Vehicle & Trailer
10' x 40'	12	Vehicle & Trailer
10' x 38'	2	Vehicle & Trailer
10' x 30'	<u>9</u>	Vehicle & Trailer
Trailer spaces	76	
9' x 19'	42	Automobile
12' x 19'	<u>4</u>	Handicapped
Automobile spaces	46	
<b>Total Parking Spaces</b>	<b>122</b>	

In advance of the development of the proposed conceptual parking plan for both the upper and lower parking lots, including the creation of eight 55' parking spaces and nine 50' parking spaces in the upper lot, a survey was conducted over a period of approximately three weeks by Marina staff of the number and lengths of the larger rigs typically using the facility. Results showed that there were approximately seven (7) larger rigs ranging from 50' to 55' in length that parked in the lower lot during the survey time frame from 9/21/12 to 10/15/12. The number of larger rigs in the 50' to 55' size range represented approximately 12% of the total number of rigs surveyed; or approximately 7 out of a total of 60 rigs. The number of larger rigs in the 50' plus size range would typically be higher during the summer season when the boat ramp facility is at its peak use.

The proposed conceptual parking plan (Attachment A) depicts 27 large parking spaces and 6 car parking spaces in the upper parking lot. The InterLocal agreement (ILA) between Palm Beach County and the Town of Lake Park for the acquisition of the upper parking lot calls for an "additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces" (see Section 2.01, Exhibit "A", Phase I, No. B of the InterLocal Agreement R2010, 1943, dated November 16, 2010). Obviously, the proposed



conceptual parking plan does not meet the exact intent of the ILA. That being said, it is the belief of the Marina Task Force that the proposed conceptual parking plan results in a much better parking scheme than what was envisioned when the ILA was approved by Palm Beach County and the Town of Lake Park.

The proposed conceptual parking plan is a much better parking scheme for a number of reasons. First and foremost, as proposed, it provides an adequate number of very large parking spaces such that larger rigs will have easily accessible parking spaces in the upper lot where they will not have to jump any wheelstops to fit into a properly sized parking space. Second, the proposed conceptual plan has been designed to increase the utilization of both the existing lot and the upper parking lot due to the proposed interconnectivity of the two lots. Finally, and possibly most importantly, the reconfigured parking plan greatly enhances safety for boat-hauling traffic. All of the traffic movements have been internalized to the parking areas; with no ingress or egress from U.S. Highway 1 (Federal Highway). All internal travel lanes are one-way, thus ensuring that no rig will be put into a position of having to back up (but to leave from a parking space). Finally, any rig which leaves the parking lot must do so via the signalized intersection of Federal Highway and Silver Beach Road.

The conceptual parking plan creates 25 large (45', 50' and 55') boat trailer parking spaces, 2 smaller trailer spaces (38') and 6 standard parking spaces in the upper lot. While the Interlocal Agreement calls for "30 additional boat trailer parking spaces (without any indication of size) along with 16 standard vehicle parking spaces" (emphasis added), the proposed conceptual parking plan better utilizes the existing space of the upper parking lot to meet the demand for the much needed longer trailer spaces. While the Task Force attempted to develop a conceptual parking plan which satisfied the Interlocal Agreement, the resulting plan better addresses market demands and will increase utilization of the upper lot through improved traffic flow.

Since the proposed conceptual parking plan cannot meet the exact intent of the ILA, Palm Beach County will have to be approached for acceptance of the proposed conceptual parking plan via a modification of the Interlocal Agreement.

The conceptual parking plan is just that; it is conceptual. If the proposed parking plan is to become a reality, it would have to be designed by a licensed professional engineer, and all of the appropriate permits would have to be obtained before this project could be bid out to a licensed contractor to undertake the necessary construction. No budget estimates have been developed at this time. Should the Town Commission wish to proceed with the proposed parking plan, then a budget would have to be developed.

#### **Dealing with Traffic Flow**

At present, the traffic circulation through both the lower parking lot and the upper parking lot is not working effectively. Anyone who would like to park their truck and trailer in the upper parking lot has to negotiate a series of tight turns to get into the lot, and then negotiate an awkward set of maneuvers to exit the upper parking lot onto U.S. 1. To that end, the Task Force has developed a safer plan of traffic flow which corrects the current conditions, ultimately directing the flow of all truck and trailer traffic to utilize the signalized light at U.S. 1 and Silver Beach Road. This makes for a much safer movement when exiting the Marina site.

The new pattern of traffic flow includes the following dynamics:

- Lake Shore Drive would remain southbound only from Cypress Drive to Silver Beach Road.
- The traffic pattern through the eastern (lower) parking lot remains the same. The western (upper) lot can only be accessed from Lake Shore Drive or from the boat ramp drive aisle.
- All traffic patterns along the parking aisles with pull-in parking spaces are conveniently set up as one-way only parking.
- A new access drive will be constructed at the point where trailers traveling south on Lake Shore Drive can make an easy right hand turn into the upper parking lot (at the western-most 90° bend in the road). This new access drive to the upper parking lot is also directly in line with the boat ramp, providing easy access between the ramp and the upper parking lot.

While not a physical improvement, it will also be necessary to redefine the existing right-of-way of Lake Shore Drive in as much as current and future plans have moved Lake Shore Drive to the west; but the legal description has not been adjusted accordingly.

To summarize, boat trailer traffic will enter the Marina either from Lake Shore Drive or Silver Beach Road, eventually driving to the southeast corner of the property. All vehicles would then turn left (to the North) at the eastern most traffic aisle, continuing northbound until reaching the boat ramp. The boat could then be launched and the vehicle and empty trailer would travel westward to one of the appropriate parking aisles (with oversized rigs being directed to the upper parking lot). A traffic flow map can be found in Attachment B.

Another topic dealing with traffic flow addressed by the Task Force was the issue of signage (both locational and wayfinding). The Task Force recognized that appropriate signage both along the U.S. 1 roadway corridor and near and within the Marina property is critical. Therefore, a full report with recommendations and alternatives was developed by Task Force member Jorge Quintero. The members of the Task Force have fully endorsed Mr. Quintero's work. A copy of his report and recommendations can be found in Attachment C.

Finally, although it was not a specific assignment, the Task Force considered the topics of landscaping and architectural features, such as a gazebo or pergola. Colors were also discussed and the Task Force would like the ultimate plans to include signage and architectural features with *Lake Park Yellow* and existing tan as the basic colors used throughout the Marina property. The conceptual parking plans do identify locations for potential architectural features which should be built to match the existing Marina color and design scheme.

**Developing Alternatives for Enhancing Revenue**  
**(Lot Reconfiguration and Boat Ramp)**

The Marina Task Force studied the topic of enhancing revenues, based upon a reconfiguration of the two parking lots as well as the use of the boat ramp facility. The Task Force developed a plan wherein the Lake Park Harbor Marina facility would do everything that it could to encourage an increased usage of the facility. To that end, it was suggested that we should encourage use of the facility by providing free boat ramp launch services (currently we charge \$10.00 per launch) and that we concentrate on generating additional revenue by charging for the use of the parking facilities as well as the current availability of some of the slips for daytime or weekend use (short-term only).

In addition, it has been suggested by the Task Force that a variety of launch, park, and dock options should be offered to weekend transient boaters. The following fee schedule has been developed:

Launch fee:	No charge.
Parking (in numbered spaces):	\$2.00 per hour with a 5 hour minimum*.
Daytime launch, park, and dock:	\$25.00**
Launch, park, and weekend dock:	\$49.00/night up to a 3 night maximum**
Annual non-commercial daytime parking pass:	\$50.00 to \$75.00***
Annual commercial parking pass:	\$150.00**

\* Using the current parking meter kiosk system.

\*\* Special use passes to be purchased at the Dockmaster's office.

\*\*\* Members of the Task Force could not agree on a final fee for this service and therefore a range of costs has been outlined in the report.

### **Summary**

In summary, the Marina Task Force is making the following recommendations:

- Implement the integration of the two parking areas based upon the conceptual parking plan enclosed herein (Attachment A).
- Change the traffic flow pattern of the entire parking areas based upon the traffic pattern enclosed herein (Attachment B).
- Develop and implement a new locational and wayfinding scheme of signage (Attachment C).
- Modify the parking fee structure based upon the schedule outlined above in this report.
- Approach Palm Beach County to request a modification to the existing Interlocal Agreement.

On behalf of the Town Commission, myself, the members of the staff, and the residents of the Town of Lake Park, I would like to thank all members of the Marina Task Force for their incredible hard work, their tremendous insight into the subject, their individual and collective skills, and the end product which has resulted in this Report.

Respectfully Submitted,

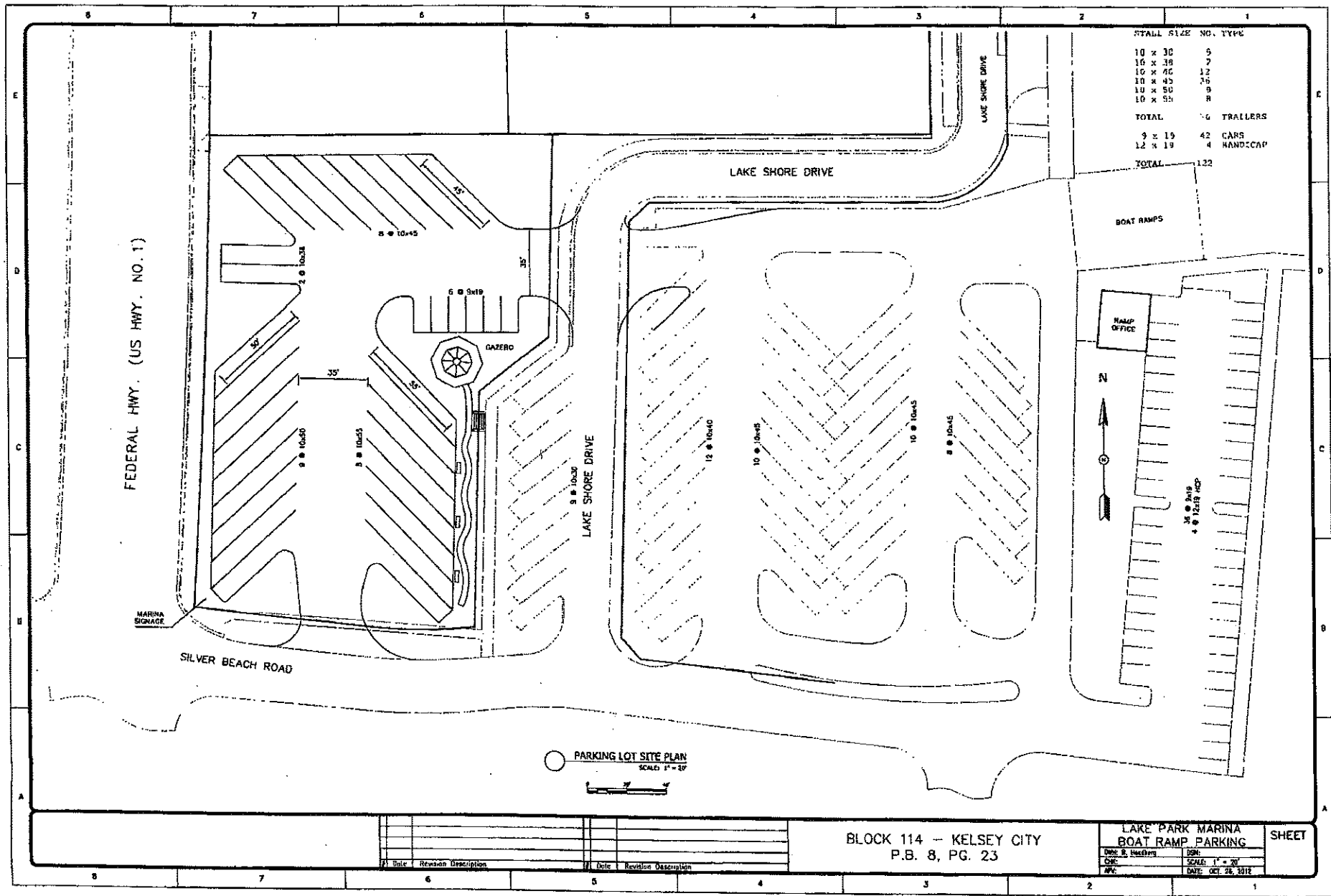


Dale S. Sugerman, Ph.D.  
Town Manager

cc: Members of the Marina Task Force

ATTACHMENT

A



STALL SIZE	NO. TYPE
10 x 30	5
10 x 38	7
10 x 40	12
10 x 45	26
10 x 50	9
10 x 55	9
<b>TOTAL</b>	<b>66 TRAILERS</b>
9 x 15	42 CARS
12 x 19	4 HANDICAP
<b>TOTAL</b>	<b>122</b>

FEDERAL HWY. (US HWY. NO. 1)

MARINA SIGNAGE

SILVER BEACH ROAD

LAKE SHORE DRIVE

LAKE SHORE DRIVE

LAKE SHORE DRIVE

GAZERO

6 x 19

10 x 45

10 x 45

10 x 45

10 x 45

10 x 45

10 x 45

10 x 45

10 x 45

10 x 45

10 x 45

PARKING LOT SITE PLAN  
SCALE: 1" = 30'

Date	Revision Description	Date	Revision Description

BLOCK 114 - KELSEY CITY  
P.B. 8, PG. 23

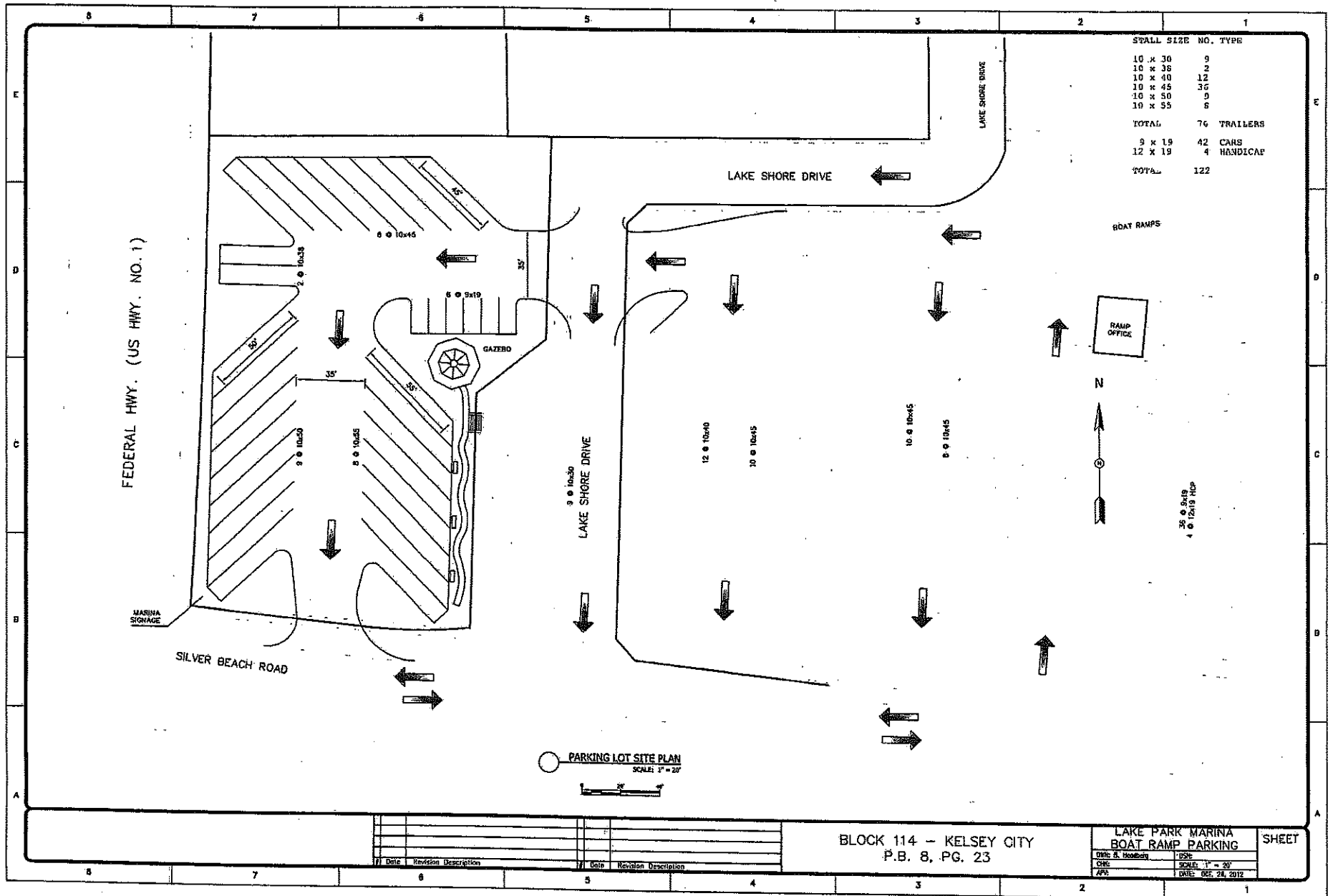
LAKE PARK MARINA  
BOAT RAMP PARKING  
DWG. BY: [Signature]  
CHK: [Signature]  
APP: [Signature]  
SCALE: 1" = 30'  
DATE: OCT 26, 2012

SHEET

ATTACHMENT

B





STALL SIZE	NO.	TYPR
10 x 30	9	
10 x 36	2	
10 x 40	12	
10 x 45	36	
10 x 50	9	
10 x 55	6	
<b>TOTAL</b>	<b>76</b>	<b>TRAILERS</b>
9 x 19	42	<b>CARS</b>
12 x 19	4	<b>HANDICAP</b>
<b>TOTAL</b>	<b>122</b>	

**PARKING LOT SITE PLAN**  
SCALE: 1" = 20'

No.	Date	Revision Description	No.	Date	Revision Description

BLOCK 114 - KELSEY CITY  
P.B. 8, PG. 23

LAKE PARK MARINA  
BOAT RAMP PARKING  
DWG. B. Boudreau  
CNC  
APR  
SCALE: 1" = 20'  
DATE: OCT. 24, 2012

SHEET

ATTACHMENT

C

## ATTACHMENT C

### **Marina Signage Report and Recommendations.**

By Jorge Quintero

Looking at the directional metal signs the Town has placed on US 1 and Dixie highway that include the Town logo and a background of blue with white letters. I don't know what the dimensions of the signs are, or the height that they need to be, but I am assuming that the Town can craft the signs to meet the required height and dimensions. I attempted to use the font style that appeared to me closest in appearance to the existing signs. What I am showing for the "Lake Park" letters is the font known as @MingLiu. The marina letters are Arial Bold, but in both cases they should be the same as what has been used on the current signs.

The following sign would be placed on the east side of US 1, facing south, at the corner of Cypress Drive and US 1. It would direct northbound traffic to turn right on Cypress Drive.

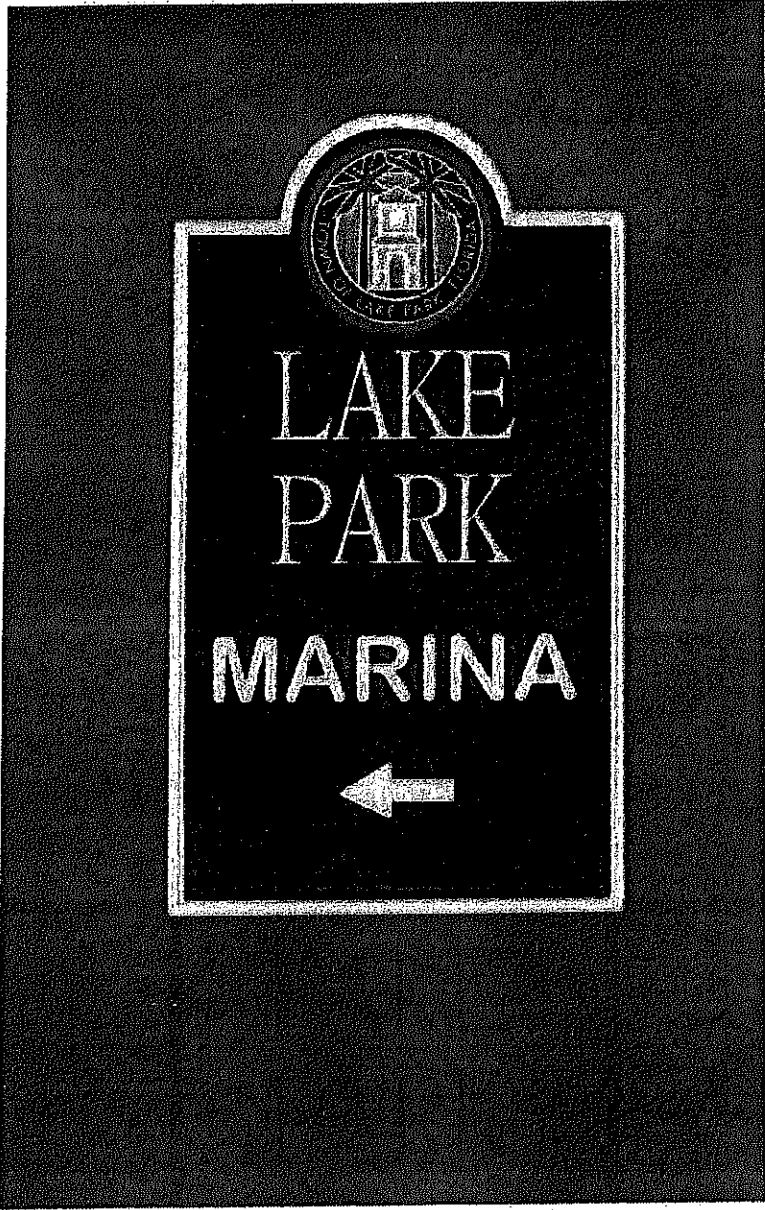


LAKE  
PARK

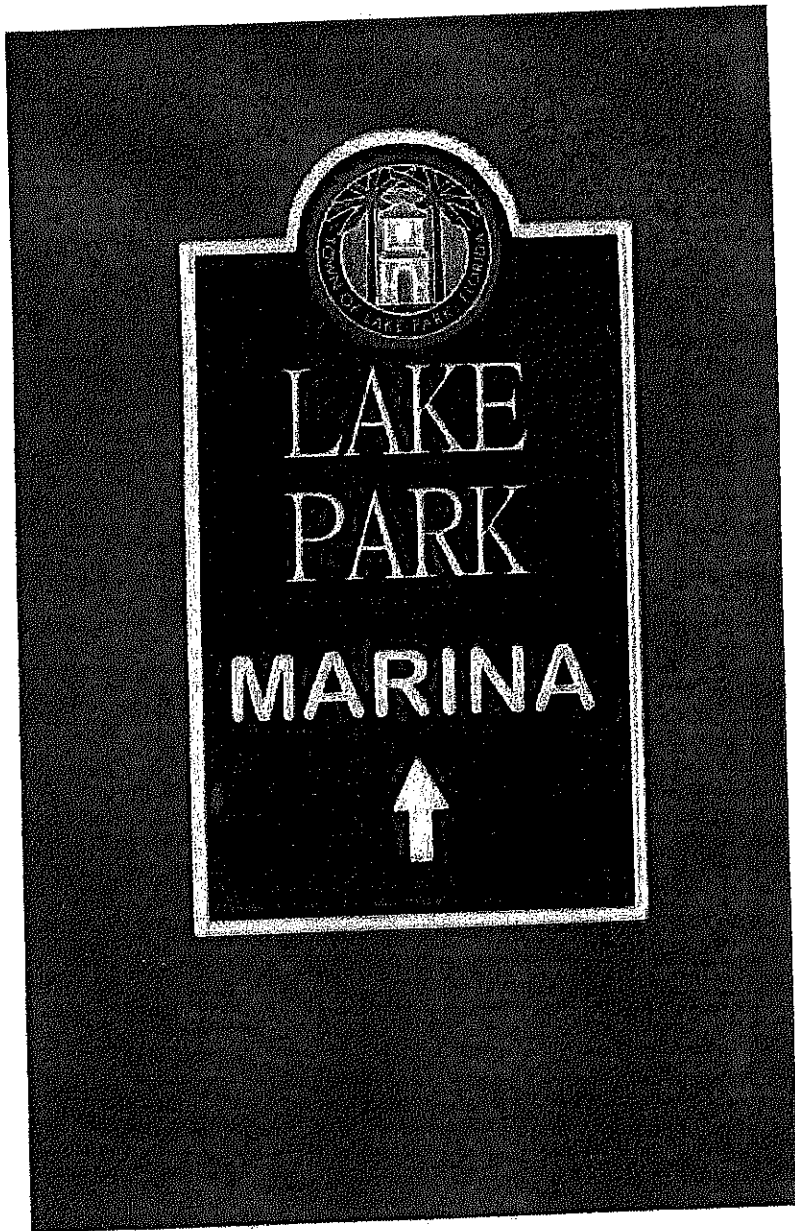
MARINA



The following sign would be placed on the west side of US 1, facing north, either within the R.O.W. or within east/west drainage easement the Town owns in the vicinity of the Dunkin Donuts store. It would direct south bound traffic to turn left onto Cypress Drive.



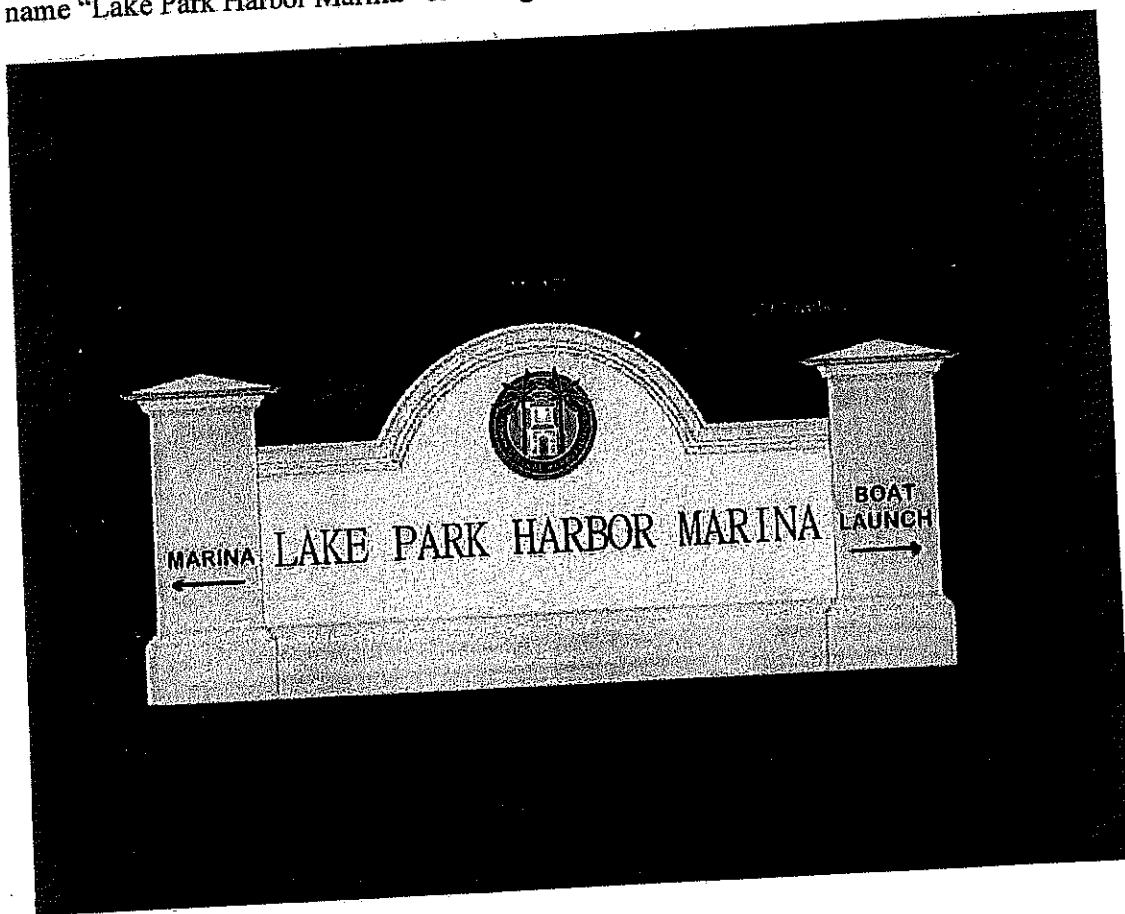
If a suitable location can be found, I think it would be helpful to have the following sign somewhere further north on US 1, perhaps just behind the northernmost Town entry sign at US 1 and Palmetto. It would direct southbound traffic toward the marina.



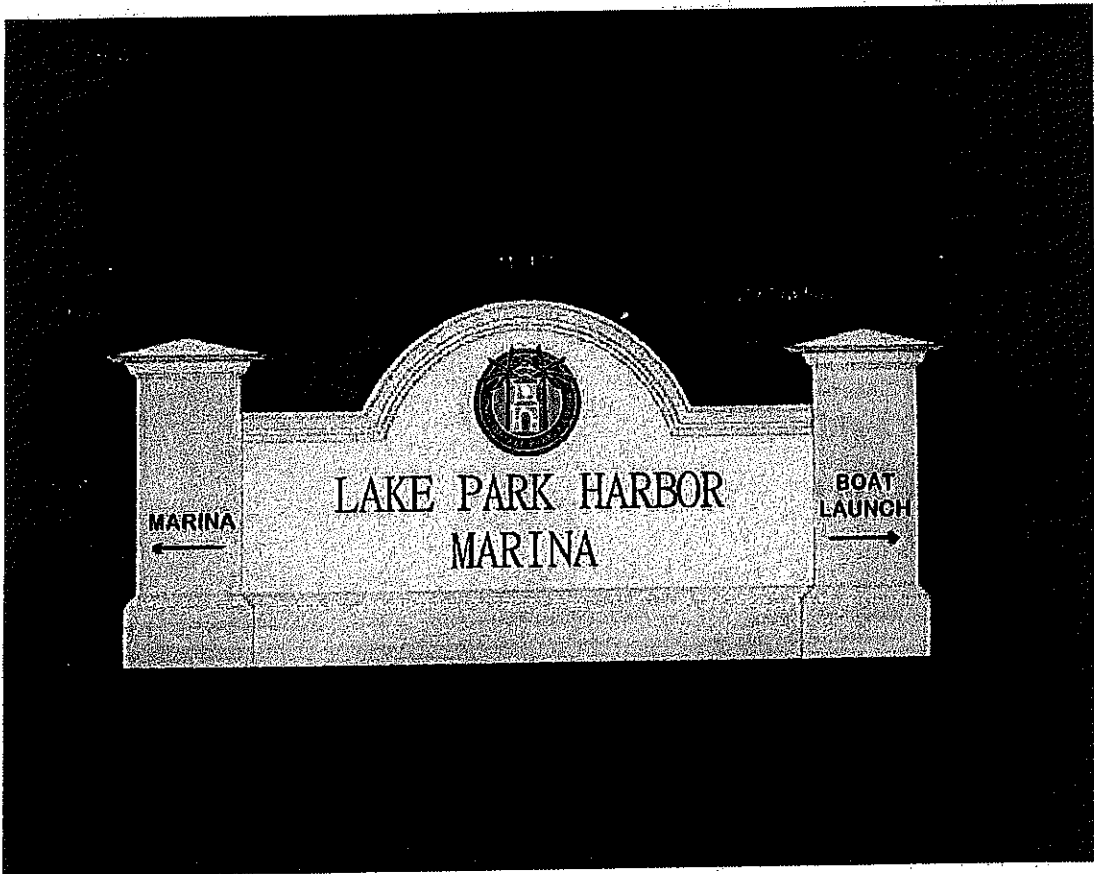
In addition to the directional signs, I was asked to consider additional options to the monument sign at the intersection of US 1 and Silver Beach Road. I was asked to present the signs with either the Town logo or the Marina logo, and to present them with the entire name "Lake Park Harbor Marina" on one and two lines, as well as the shortened name "Lake Park Marina" on a single line.

I was also asked to include colors utilized on the existing town entry signs, which I was told was sort of yellow and tan. They appeared more beige and tan to me, but for purposes of this presentation, I am utilizing yellow and tan. Colors are difficult to match on computer screens as the screen colors themselves will vary significantly. For purposes of these drawings, the colors are meant primarily to indicate where the contrasting colors occur. The actual colors should be verified by staff. Fonts are the same as those used on the directional signs.

Here are the versions utilizing the Town logo. The first one is with the long version name "Lake Park Harbor Marina" on a single line.



This version is with the Town logo and the long-version name on two lines.

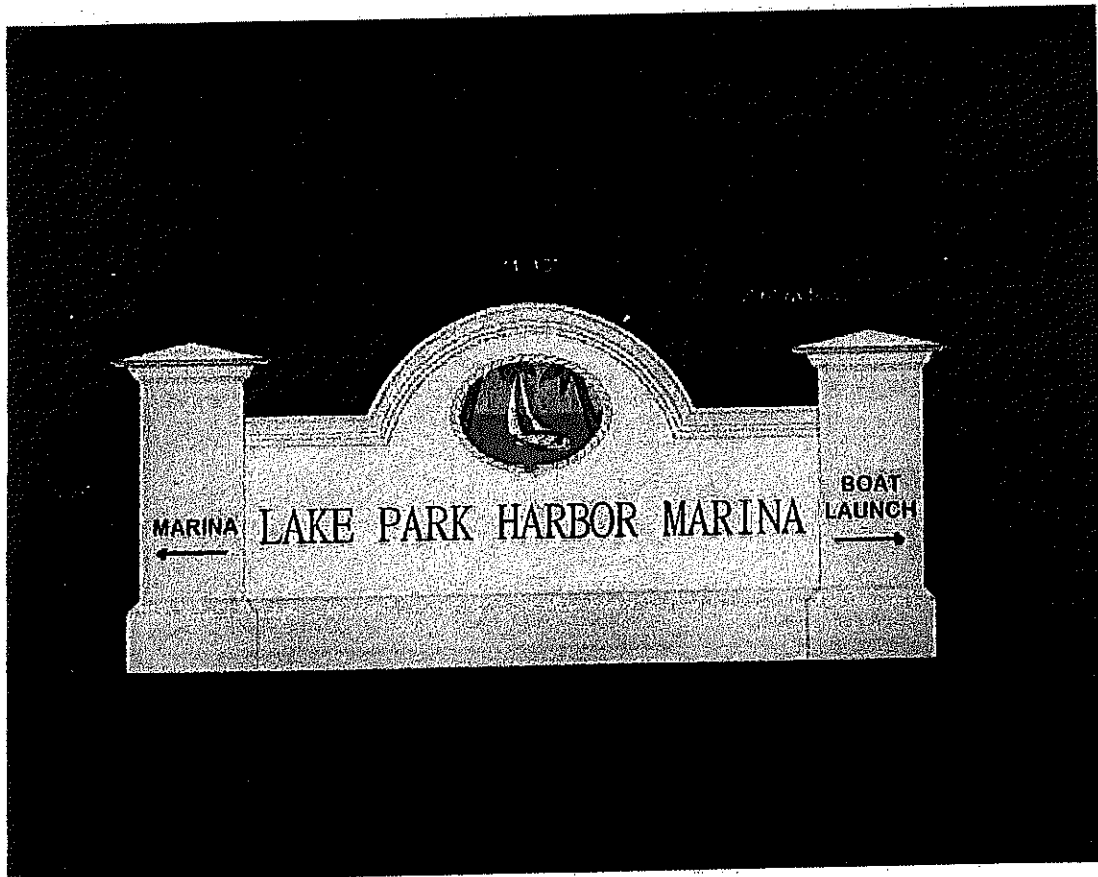




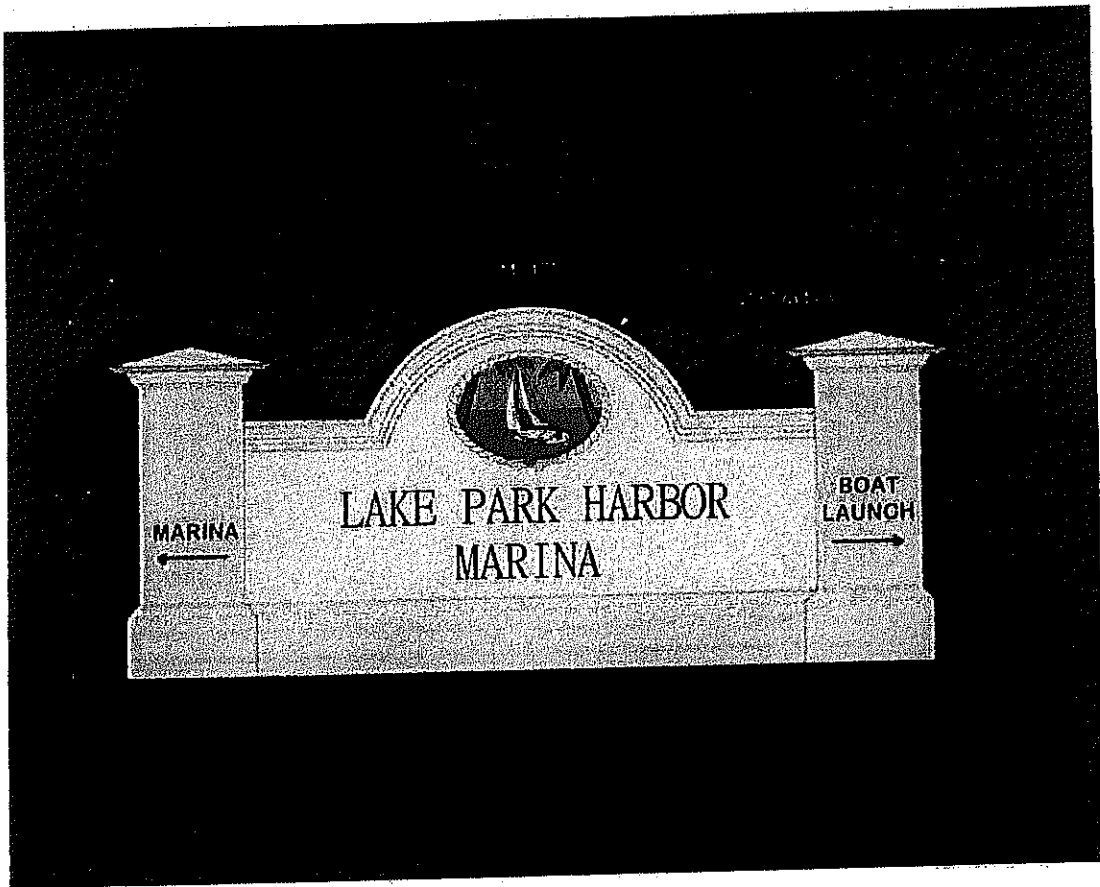
Here is the version with the Town logo and the shortened name "Lake Park Marina".



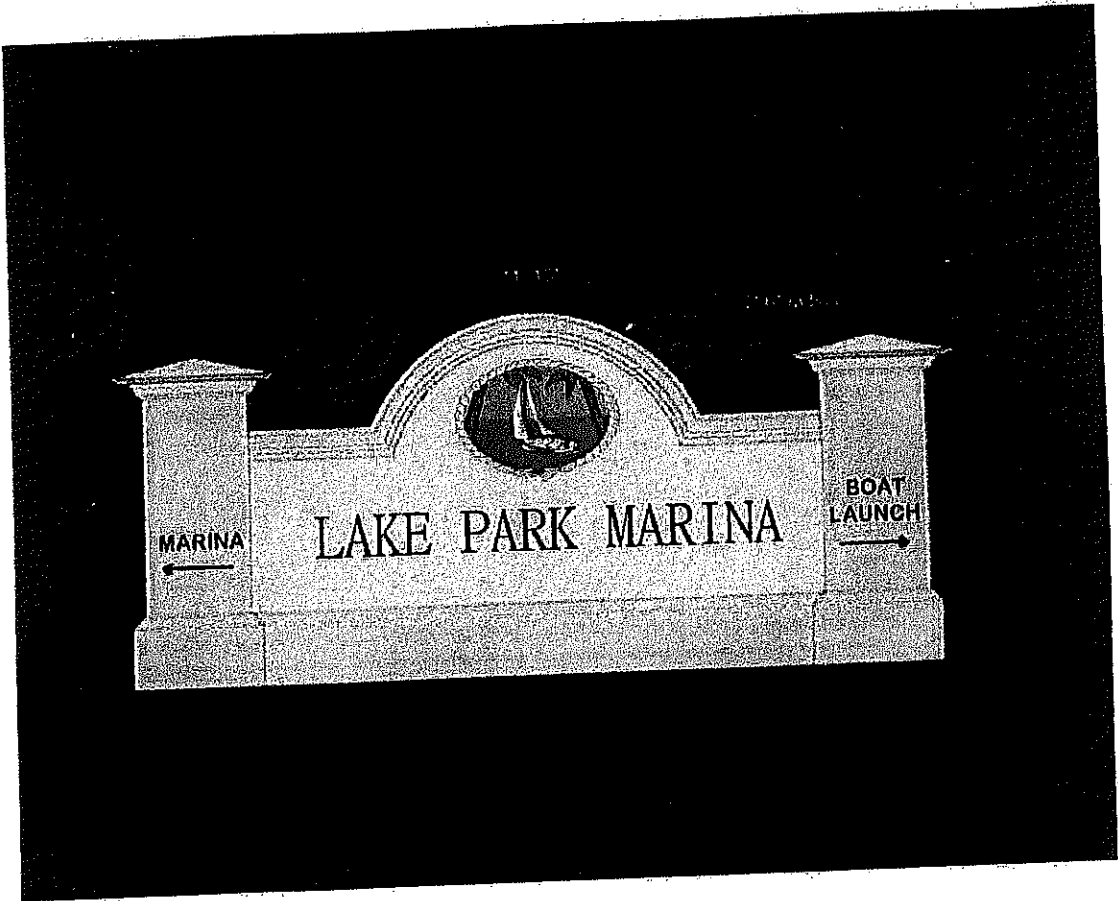
The next three versions utilize the marina logo. The first one presents the long version name "Lake Park Harbor Marina":



This one uses the marina logo with the long-version name on two lines.

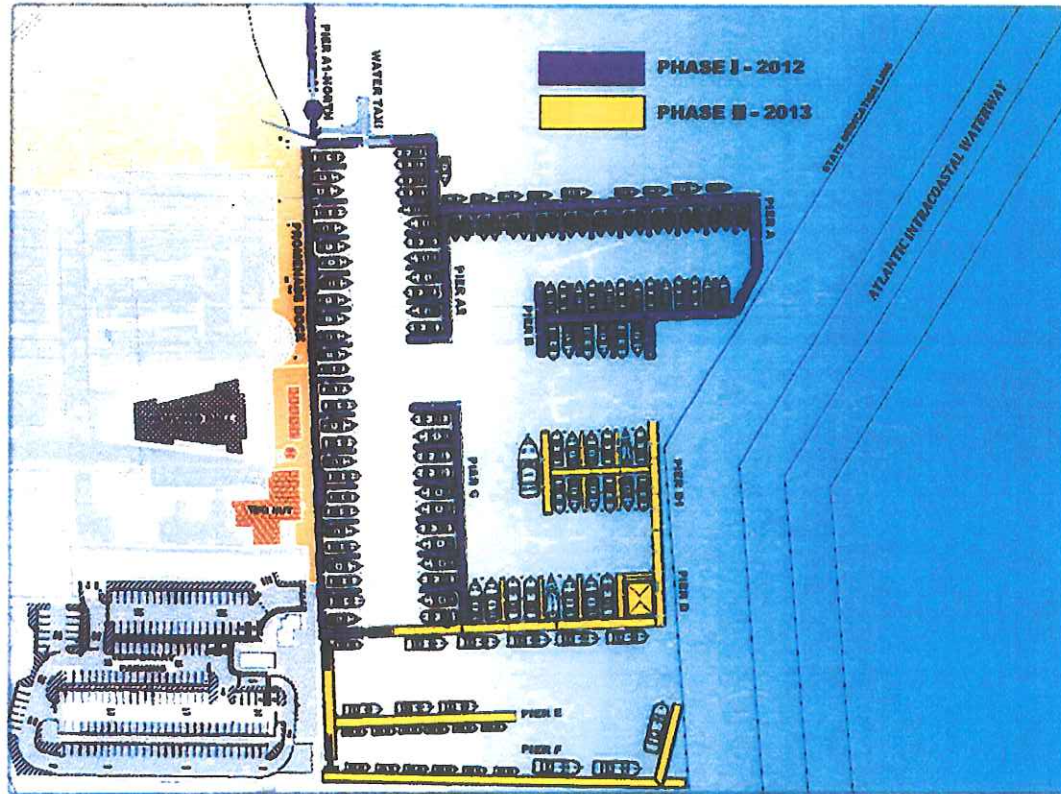


The last version utilizes the marina logo with the shortened name "Lake Park Marina".





# CITY OF RIVIERA BEACH – 2012 / 2013 MUNICIPAL MARINA IMPROVEMENTS



**THOMAS A. MASTERS**  
**BILLIE E. BROOKS**  
**DAWN S. PARDO**  
**JUDY L. DAVIS**  
**CEDRICK A. THOMAS**  
**SHELBY L. LOWE**

**MAYOR**  
**CHAIRPERSON**  
**CHAIR PRO TEM**  
**COUNCILPERSON**  
**COUNCILPERSON**  
**COUNCILPERSON**

## PROJECT HIGHLIGHTS

- SLIPS TO ACCOMMODATE 40' – 60' VESSELS
- MARGINAL AND TRANSIENT DOCKAGE TO 300'
- CONCRETE FLOATING DOCKS
- PERIMETER FLOATING BREAKWATER
- FIXED ALUMINUM PROMENADE DOCK
- WATER TAXI DOCK WITH STAGING PLATFORM
- SMALL VESSEL COMMUNITY DOCK
- NEW AND IMPROVED FUEL DOCK
- UPGRADED ELECTRIC, WATER AND SEWER
- WI-FI, PHONE AND CABLE

## PROJECT SPONSORS



Florida's Dynamic Waterfront Community



**ATTACHMENT 5**

**Ross Hering**

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**From:** Robert Weisman  
**Sent:** Friday, August 16, 2013 2:18 PM  
**To:** Eric Call; Verdenia Baker; Jon Van Arnam; Ross Hering; Audrey Wolf  
**Cc:** Shannon LaRocque; Liz Bloeser  
**Subject:** FW: Riviera Beach Marina  
**Attachments:** scott woolam letter sept 12 2008.pdf

**Importance:** High

Fyi.

---

**From:** Fane Lozman [mailto:sp500trd@att.net]  
**Sent:** Friday, August 16, 2013 1:58 PM  
**To:** Robert Weisman  
**Cc:** 'Woolam, Scott'; Al Pefley  
**Subject:** RE: Riviera Beach Marina  
**Importance:** High

Mr. Weisman

Yesterday afternoon I confirmed with the head of Rybovich that the final design of the southern portion of the Riviera Beach marina, currently under construction, has been dramatically changed to accommodate two megayacht slips. Each of these two holding slips will be able to moor megayachts up to 275 feet in length.

During the City's multiple presentations to the County Commission over the last six years, the southern portion of the marina was graphically depicted as having the same historical recreational use that it had prior to the passage of the County's waterfront access bond. Below are two aerial photos of the marina. The first photo is of the entire facility prior to the new docks being put in. The second photo is a slice of the first, and shows just the southern 1/3 of the marina. The second photo clearly show

that there were always 56 (fifty six) slips to moor recreational vessels in the water, along with the adjacent dry storage barn that could accommodate another 500 vessels in racks. The City did not refurbish the dry storage barn that it represented it would do, and instead tore it down as part of its megayacht plan. The City's contentions that the dry storage barn could not be inexpensively restored are absolutely untrue. Dawn Pardon and others who have close relationships with the master developer are spewing this nonsense in their lame attempt to try and justify why they voted to remove 500 slips that the citizens of Riviera Beach voted to keep for county residents.

The City's secret reduction of the southern slips from 56 to 2, is very significant. The County Commission may not have granted the City its multiple extensions to spend its five million dollar share of the waterfront access bond if the Commissioners were aware that the grant would be used to take away public access. This denial of access is exacerbated in the dramatic rate increase (i.e. the adjacent Lake Park marina has much lower rates) and has turned into a bidding war where only the rich will be able to afford a slip at the Riviera Beach marina. The removal of the 500 dry storage slips and 54 water slips, has resulted in a facility that will accommodate only 20% of the vessels it used to four years ago. Riviera Beach was very deliberate in its bait and switch tactics that it played on the County Commission when presenting the marina redevelopment plans. It is only appropriate that the City should pay a penalty for its repeated, false representations to the County Commission.

I had a conversation this week with Scott Woolam, a senior manager in the State lands division at the Florida Department of Environmental Protection. Scott has always been concerned about how the Riviera Beach marina is being used. I have attached one of the many letters he has sent to the City expressing his concern. The City has made the same misrepresentations to Scott, that it made to the County Commission. The major problem with the conversion of the lower 1/3 of the marina from 56 recreational slips to only two megayacht slips, is that this now creates a substantial industrial component for the marina. These two megayacht "holding slips" are to be used by the Rybovich industrial boatyard that is 7 blocks north of the Riviera Beach marina. This conversion of recreational slips to industrial slips is certainly not a recreational enhancement of the facility. As such, the free use of State lands pursuant to a **State dedication** that requires the recreational use of the marina, is no longer true. Since 1966, the City's has had the free use of the State submerged lands that the City marina is built on. Now that the City has converted the facility, the State dedication will have to be revoked and the submerged lands put under a **State submerged land lease**. This lease will cost the city taxpayers a significant amount of money each year, further causing marina rates to rise, and denying access to the average county resident who would want to use the facility.

A review of Ruth Jones letter shows that it is just evasive nonsense that does nothing to directly answer your questions. I had a conversation with James Hart, the director of the adjacent City of Lake Park marina, and he told me that there were no minimum slip



length rates at his facility. For example, if a tenant's vessel is 20 feet long, they only charge for 20 feet. The new Riviera Beach rate structure has a 34 minimum length rate component, which means regardless of how short the tenant's vessel is, they must still pay for a minimum of 34 feet. Lake Park can also only accommodate a vessel 80 feet in length, which is a positive design feature as compared to one for megayachts, because it maximizes the total number of slips available to the public.

I have consistently shown over the years that Ruth Jones has a history of being dishonest in the performance of her public duties. It makes one wonder, if she can even recognize anymore the difference between truth and fiction. For example, in her letter she states that "the City may also enter into a management agreement for the marina if it so chooses." That is completely untrue, and Jones knows it because this subject has been discussed repeatedly at City Council meetings that Jones has offered direct guidance on. I am a member and financial supporter of the Citizens Task Force.

The task force was spearheaded by Ms. Emma Bates, and she told me, prior to her untimely death, that it was the defining accomplishment of her life and that I should keep up the fight. The taskforce successfully completed a signature drive to put a referendum on the 2010 ballot that requires the City to both operate and manage the City marina along with not converting it into an industrial boatyard. This referendum passed in November 2010, and all the legal attempts over the last three years to overturn the referendum have failed. The latest Court order, issued earlier this year by 15<sup>th</sup> Judicial Circuit Judge Glenn Kelley, affirmed that the language of the Citizens Task

Force referendum was valid. Not surprisingly though, the City has ignored Judge Kelly's ruling, and has been frantically trying to hold a special election for a new referendum that would counter the impact of the Citizen's Task Force referendum.

Your office can confirm with Susan Bucher as to the City Council's rabid behavior, in wanting an "immediate" special election. Many Councilmembers want to again sue the Supervisor of Elections. This would be the second time in the last three years that Riviera Beach has sued the Supervisor. The City lost the first time, and the County taxpayers were left holding the bag because the Supervisor was not reimbursed for all her attorney fees. The City's new lawsuit would be to try and force (or intimidate) Ms. Bucher into having a special election prior to March 2014. In a conversation I have had with Ms. Bucher, I learned that because of a major upgrade of the County wide voting system, the earliest her office could accommodate a special election for any municipality would be March 2014.

I would encourage you or your staff to confirm the key points I have addressed in this email. The direct feedback from Scott Woolam, Susan Bucher, Andrew DeGraffenreidt (the task force attorney) and James Hart will be quite useful if you decide to hold Riviera Beach accountable for the misrepresentations that it made to the County Commission.

I believe there are only three remedies to deal with the Riviera Beach's bait and switch scam that it played on the County Commission: i.) do nothing, ii.) demand the return of

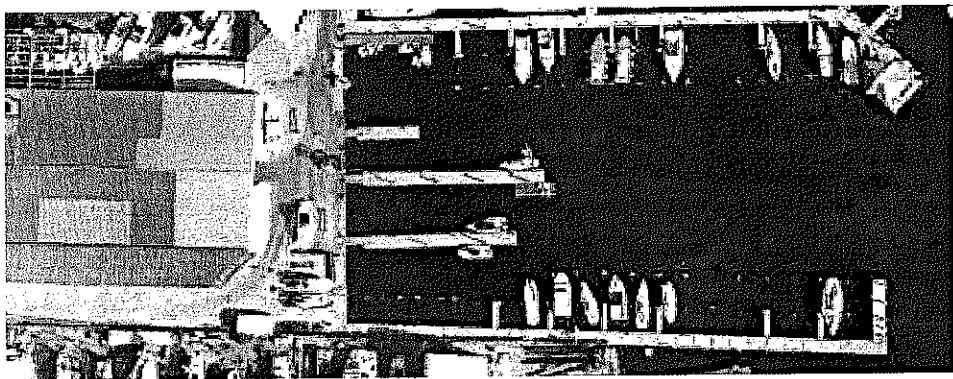
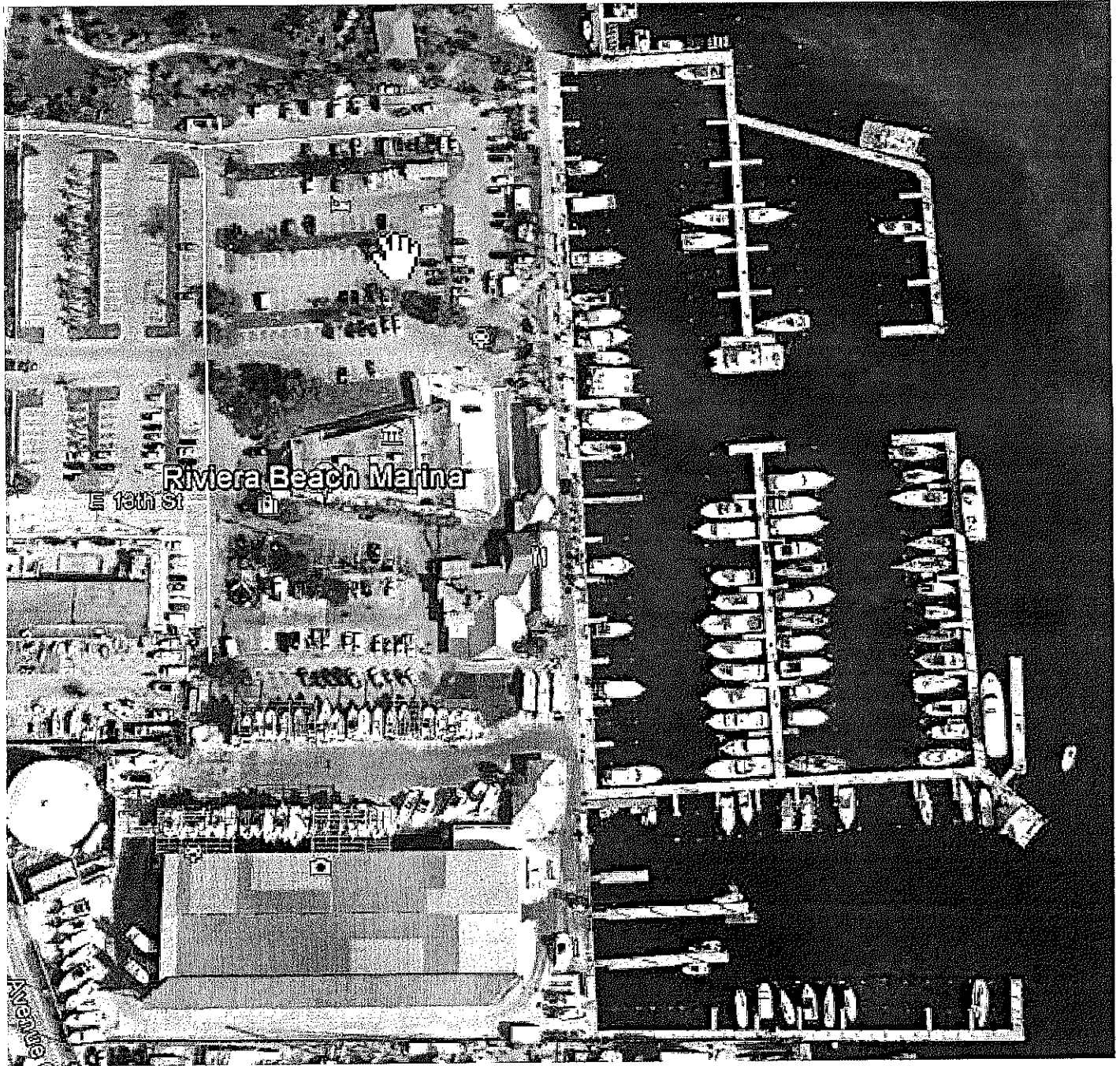
the five million dollars, or iii.) demand that the City convert the two megayacht slips back to the 56 slip configuration, roll back the rate increase so the rates are not higher than the Lake Park marina, and remove the 34 foot minimum vessel rate requirement. My first choice would be demand the return of the five million dollars, because members of the Riviera Beach City Commission have financial relationships with the marina master developer (Viking) that would forbid them from complying with a requirement to roll back the conversion of the two megayacht slips to the historical 56 slip configuration along with putting any type of cap on the rate increase.

Thanks for your diligence in reviewing this matter. Please forward me a response so that I know this email did not get stuck in your spam folder.

Sincerely yours,

Fane Lozman

[www.fanelozman.com](http://www.fanelozman.com)





## Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kottkan  
Lt. Governor

Michael W. So  
Secretary

September 12, 2008

Riviera Beach Marina  
Mr. Edwin C. Legue  
200 E. 13th Street  
Riviera Beach, FL 33404

**COPY**

**Re: Board of Trustees Dedication No. 24438-A**

The Department of Environmental Protection (DEP) on behalf of the Board of Trustees of the Internal Improvement Trust Fund has recently received complaints in regard to the marina from more than one member of the public.

The Board of Trustees Dedication No. 24438-A was dedicated to the City of Riviera Beach (City) for municipal park and recreational purposes limited to a marina complex, concessions and associated facilities for the use of the general public. Further restrictions stated the marina facilities should be under the strict control of the City.

In order to ensure compliance with these Dedication requirements please send the following information to DEP for review upon the receipt of this letter.

- A marina map containing referenced slip numbers
- A list of current slip occupants with slip number and type of vessel moored (Type: commercial, recreational, tour, diving, fishing, etc...) together with the current amount charged for the use of the slip.
- A list of upland activities currently occurring on the upland adjacent to the marina. Please include business name and the operating entity.
- A copy of all advertisements. (newspaper, magazine, internet and published dockage rate sheet)
- A Profit and Loss Statement for the City of Riviera Beach last fiscal year.

I note, that the Department acting on behalf of the Board of Trustees, wants to ensure that this facility is a public facility, open to the public on a first come first serve basis. This means short term leases of no more than one year duration and no club memberships. We ensure that the facility is open to a large segment of the boating population. We would have concerns if the city and the vendor convert this into a facility into marina only available to large vessels and charge rates that would price the general population of boaters out of the marina.

Thank you in advance for your cooperation. If you have any questions in regard to the requested information, please contact me at (850) 245-2720.

Sincerely

Scott Woolam, Chief

Department of Environmental Protection/Division of State Lands  
Bureau of Public Land Administration

**COPY**

**COPY**

7006 3450 0002 8413 4045

**U.S. Postal Service**  
**CERTIFIED MAIL, RECEIPT**  
 (Domestic Mail Only, No Insurance)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Postage \$ \_\_\_\_\_  
 Certified Fee \$ \_\_\_\_\_

Return Receipt (Endorsement Fee) \_\_\_\_\_  
 Restricted Delivery (Endorsement Fee) \_\_\_\_\_

Postmark Here

**Riviera Beach Marina**  
**Mr. Edwin C. Legue**  
**200 E. 13th Street**  
**Riviera Beach, FL 33404**

City, State, and ZIP+4®  
 Street, or PO Box  
 City, State, and ZIP+4®

PS Form 3811, August 2005 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) \_\_\_\_\_

C. Date of Delivery 9-19-08

Is this address different from item 1?  Yes  
 No

**Riviera Beach Marina**  
**Mr. Edwin C. Legue**  
**200 E. 13th Street**  
**Riviera Beach, FL 33404**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7006 3450 0002 8413 4045**

ATTACHMENT 6



CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD. • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4010 FAX (561) 840-3353

OFFICE OF  
CITY MANAGER

*Sent via email only*

August 13, 2013

Robert Weisman  
County Administrator  
Palm Beach County Government  
301 N. Olive Avenue  
West Palm Beach, FL

Dear Bob:

This correspondence is provided in response to your email of August 6, 2013, as it relates to statements of Fane Lozman questioning the public use intent of the City as it relates to the marina.

On August 7, 2013, the City Council adopted on second reading, an amendment to Chapter 13 of the Code of Ordinances, entitled "Parks and Recreation; Article IV, Entitled "Marina Operations," revising Section 13-76, "Rental Rates and Miscellaneous Charges" removing marina set rates from the City's code so that the Marina Director may recommend changes to the dockage fees by way of resolution instead of by ordinance change. City staff will be recommending a rate increase in the near future.

As you know the City and CRA are undertaking a major renovation of the City's aging marina. In this process, a review of the rates of marinas in our immediate area reveal that even with the proposed rate increase Riviera Beach Marina rates are still below the area average. (See Attachment A.) At our current rate we are the least expensive marina in the area with the exception of Lake Park which reduced its rates recently. Considering the location of the Lake Park Marina and the distance to the inlet, it makes sense that it would have lower rates than we do. Riviera Beach Marina has not raised rates in over five years and in fact reduced and eliminated the bulkhead fees for commercial customers for almost two years during the height of the economic downfall and construction.

Further, the Interlocal Agreement between the County and Riviera Beach requires the City to operate as a public marina, maintain ownership and provide access to all Palm Beach County residents. The City may also enter into a management agreement for the marina if it so chooses. There are no rate restrictions in the Interlocal Agreement, and that is best as the City needs a rate increase to meet its requirement of effectively operating and maintaining the marina.

Finally, the County's \$5 million grant was leveraged and the City obtained additional funding for seawall and dock replacement. According to FIND and FWC grant provisions, the City must keep its rates competitive to ensure proper maintenance funds are available. The attached file provides a listing of the restrictions by grant. (See Attachment B.)

Please be assured that the City is mindful of its obligation to provide a well maintained marina for its citizens and the citizens of the County. Thank you for the opportunity to dispel any belief that we are acting contrary to that obligation.

Please feel free to contact me if you require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Ruth C. Jones". The signature is written in black ink and is positioned above the typed name.

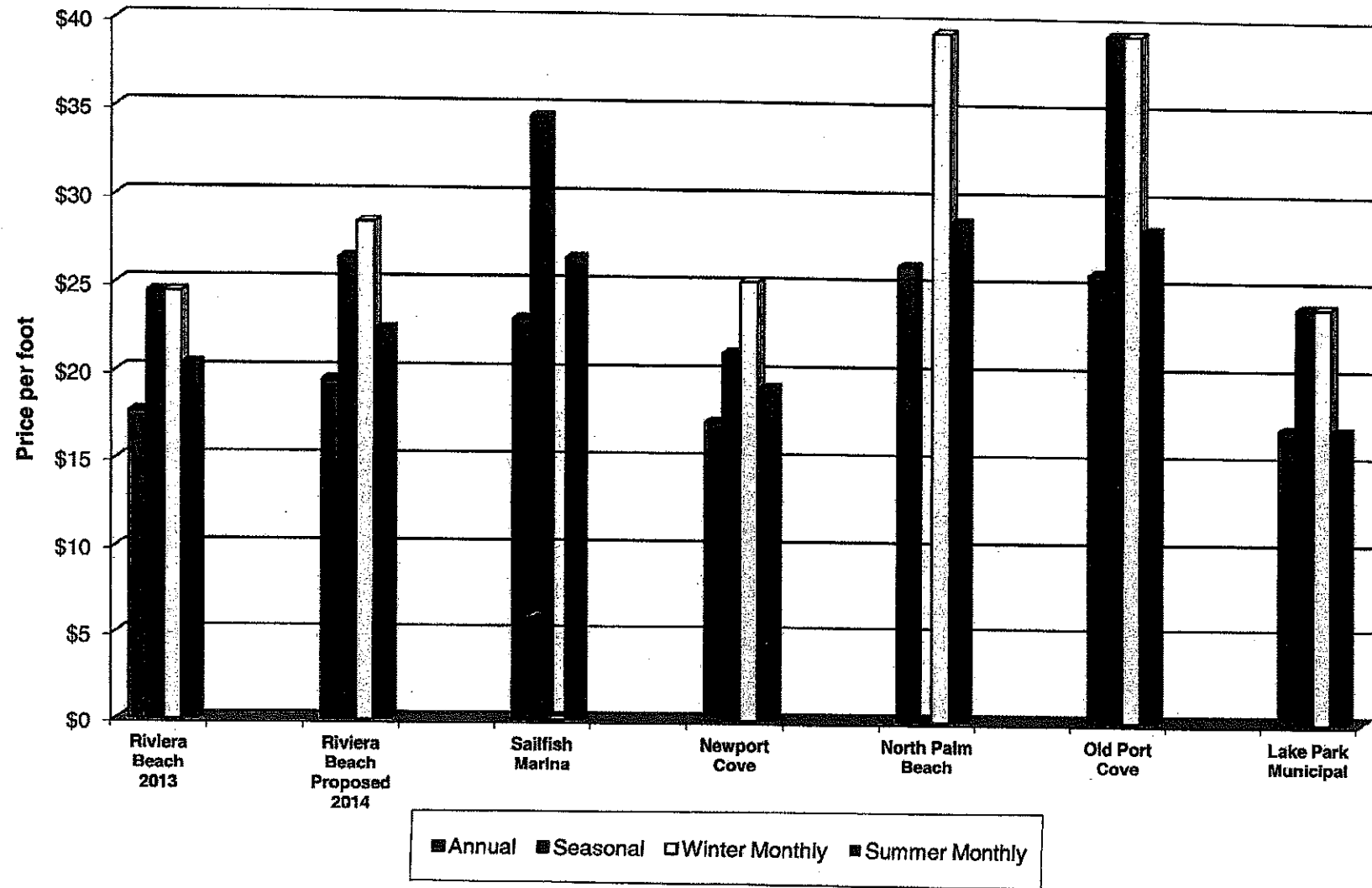
Ruth C. Jones  
City Manager

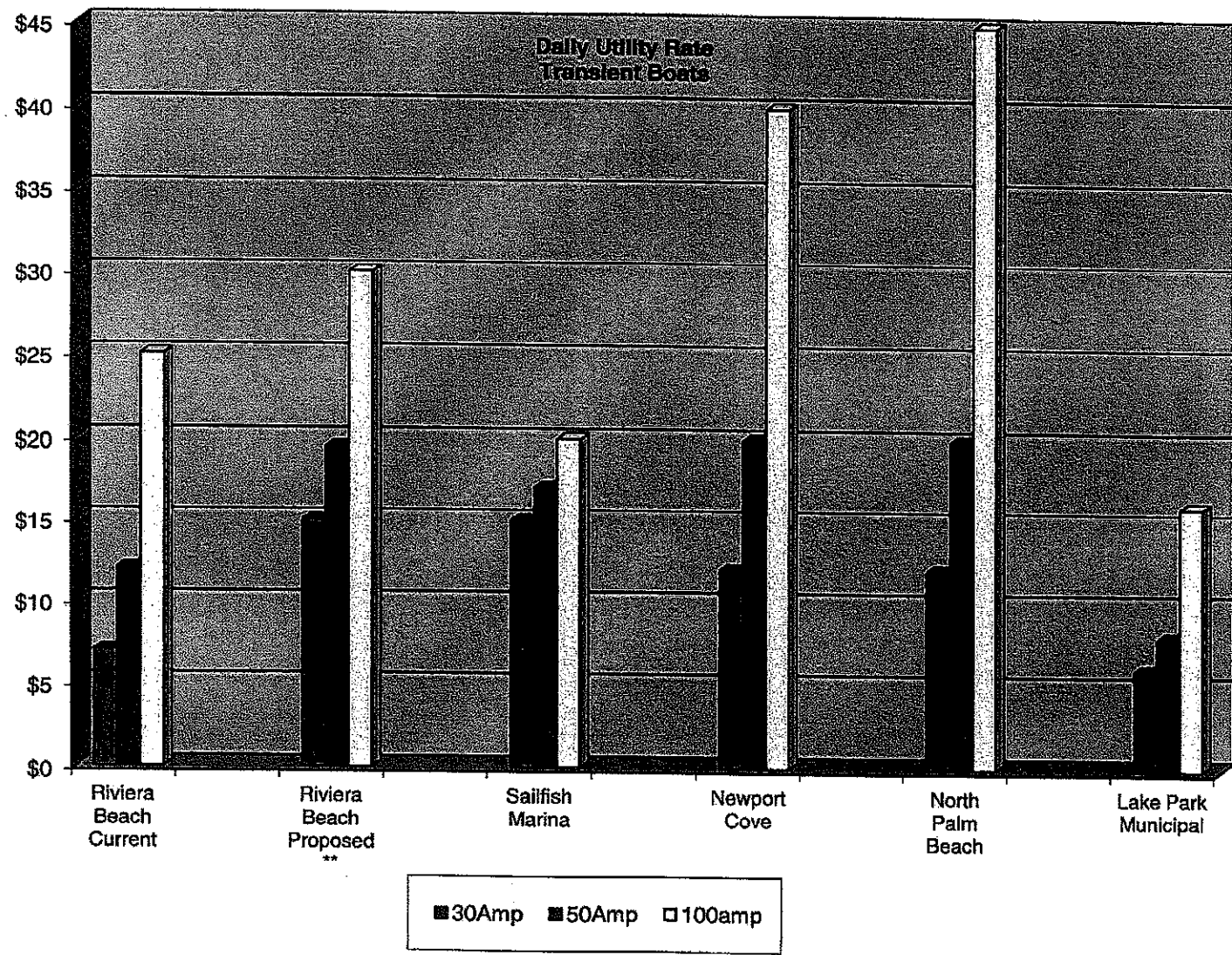
Cc: Mayor and City Council  
Randy Sherman, Finance and Administration Director  
Ed Legue, Marina Director  
Pamala H. Ryan, City Attorney



# **ATTACHMENT A**

### 50' Boat Rate

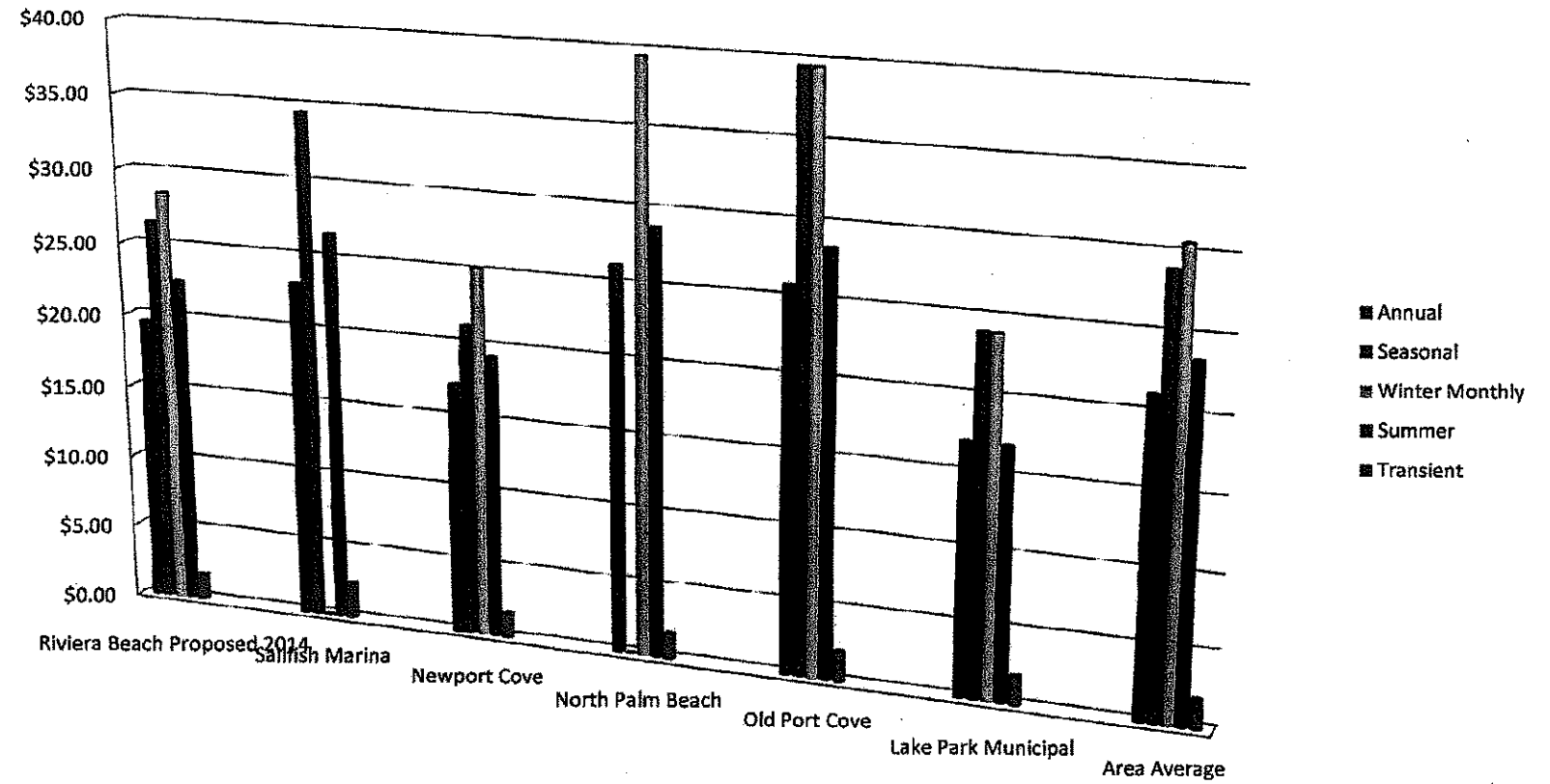




Rate Comparisons Wet Slips based on a 50ft slip						
Marina	Annual	Seasonal	Winter Monthly	Summer Monthly	Daily	
Riviera Beach 2013	17.70	24.50	24.50	20.50	1.75	
Riviera Beach Proposed 2014	\$19.50	\$26.50	\$28.50	\$22.50	\$1.75	See note *
Sailfish Marina	\$23.07	\$34.50	na	\$26.58	\$2.50	Over 36' \$3.00
Newport Cove	\$17.22	\$21.22	\$25.22	\$19.26	1.75	45' rate
North Palm Beach	\$26.20	na	\$39.54	\$28.80	\$1.75	Boat US Discount
Old Port Cove	\$25.85	\$39.54	\$39.54	\$28.43	\$2.00	
Lake Park Municipal	\$17.00	\$24.00	\$24.00	\$17.00	\$2.00	Charter \$20 PF
Area Average	\$21.17	\$28.88	\$30.56	\$23.43	\$1.96	
*Commercial Boats + \$2.00 per foot						
Electrical Rates						
Marina	30Amp	Monthly 50Amp	100amp	30Amp	Daily 50Amp	100amp
Riviera Beach Current	\$30.00	\$50.00	\$100.00	\$7.00	\$12.00	\$25.00
Riviera Beach Proposed **	Meter	Meter	Meter	\$15.00	\$19.50	\$30.00
Sailfish Marina	\$130.00	\$180.00	\$240.00	\$15.00	\$17.00	\$20.00
Newport Cove	\$110.00	\$160.00	\$360.00	\$12.00	\$20.00	\$40.00
North Palm Beach	\$120.00	\$170.00	\$390.00	\$12.00	\$20.00	\$45.00
Lake Park Municipal	meter	meter	meter	\$6.00	\$8.00	\$16.00

\*\* A \$35.00 monthly flat fee will be implemented for all other utilities other than electric, electric will be metered and billed separately

### Comparison with Area Average



# **ATTACHMENT B**

## Marina Project Construction Grant Restrictions

### 1. Palm Beach County Water Access Grant (PBCWAG)

On November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"). In 2007, Palm Beach County approved a \$5 million grant to the City of Riviera Beach for improvements to the City Marina (Project). In July 2010, the County entered into "Amendment Number 2 to Interlocal Agreement Between Palm Beach County and the City of Riviera Beach for Funding of the Expansion and Renovation of the Riviera Beach Marina." Grant restrictions in Amendment No. 2 are primarily contained in Article 4 (Ownership, Operation and Maintenance of the Project).

The general provisions of Amendment No. 2, including various restrictions associated with the grant, are as follows. Amendment No. 2:

- a. Modified the Project Description, Conceptual Site Plan and Cost Estimates attached to the Interlocal Agreement. (Article 1, Section 1.03, as modified.)
- b. Revised the date for completion of Phase I of the Project to December 31, 2012. (Article 2, Section 2.06, as amended.)
- c. Revised the legal description of the property (Article 1, Section 1.05) upon which the Project was to be constructed to include only the area in which the seawall/bulkhead, piers and docks will be constructed. The Project was defined as follows.  
  
"Complete demolition and replacement of all seawalls, piers, docks, finger piers, gangways, and pilings, including required dredging, together with complete replacement of utilities serving the foregoing, including potable water, electric, sewer, cable, phone, wi-fi, and lighting. The project shall also include all engineering studies, design and environmental permitting necessary to implement construction and installation of the foregoing."
- d. Clarified that the County funding is for only Phase I of the Project and authorized reimbursement of previous expenditures by the City, including design and engineering fees. (Article 3, Section 3.01, as replaced.)
- e. Required the City to operate the Marina as a public marina for use by the general public for a thirty (30) year term starting with the date of execution of Amendment No.2. (Article 5, Section 5.02, as amended.)
- f. Acknowledged that the Project is a portion of the larger Marina, the upland portions of which the City intends to redevelop with a mix of public and private uses including, without limitation, restaurants, a public market, community centers, retail shops, a hotel and parking garages providing public access to and increased usage of the waterfront. (Article 4, Section 4.05, as replaced.)

- g. Provided that if the City ceased to operate the Marina as a public marina or transferred ownership of all or a material part of the Project to a party or parties not now a part of the inter-local agreement, other than another governmental entity that agrees to assume, in writing, the City's obligations under the interlocal agreement, City shall reimburse County in-full. (Article 4, Section 4.05, as replaced.)
- h. Allowed the City to enter into a management or operating agreements with a marina management company for operation of the Marina, and/or a development and management agreement with the Riviera Beach Community Redevelopment Agency, or the master developer for redevelopment of the upland portions of the Marina consistent with the goal of providing public access to and increased usage of the waterfront. (Article 4, Section 4.05, as replaced.)
- i. Warranted that the Project would serve as waterfront access to and be open to and benefit all residents of Palm Beach County, and shall be available to residents of Palm Beach County on the same cost and availability basis as to residents of Riviera Beach. (Article 5, section 5.01.)
- j. Warranted that the City would 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. (Article 5, section 5.01.)

Construction, repair, and renovation projects using Water Access Grant funds were completed in December 2012.

## 2. Palm Beach Metropolitan Planning Organization (MPO) Water Taxi Grant

Funding was provided through the MPO from the Florida Department of Transportation for the design, permitting, construction, and installation of a water taxing docking facility and related improvements located at the Riviera Beach Municipal Marina. the grant was initially entered into on July 20, 2006 for \$96,910 and later amended on August 8, 2008 and August 4, 2010 to extend the completion date and increase the amount to \$196,910. Construction was completed in December 2012.

Section 9 (Grantee's Contribution) of the "Second Amendment to Grant Agreement by and Between Palm Beach Metropolitan Planning Organization and the City of Riviera Beach (Related to 14<sup>th</sup> Street Dock)" notes that the City will:

- a. Fund all costs to complete the Project in excess of \$196,910;
- b. Be responsible for all of the ongoing operating costs and expenses of maintaining and operating the Facility and related improvements;
- c. Insure that the Facility and related improvements are open and accessible to public and used for the provision of water taxi services for a period of no less than ten (10) years; and,
- d. Maintain and operate in conformity with all Federal, State, and local laws, rules, and regulations, the Facility, related improvements, and all means of access,



ingress, and egress.

"Attachment A" (Water Taxi Dock Description) provides that the water taxi dock gangway installed "will be ADA accessible and railings will be installed in appropriate locations for passenger safety."

3. Florida Inland Navigation District (FIND I - Engineering) Grant

The FIND I - Engineering grant agreement was executed on November 16, 2009. The grant covered the planning, designing, engineering, and/or permitting activities associated with the renovation and reconstruction of the City's Municipal Marina. The \$475,000 grant was to be matched 100% by other City resources.

- a. Section 15 (Non-discrimination) requires that the City guarantees that the project will be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision. It also provides that adequate parking shall be available.
- b. Section 16 (Site Dedication) provides that the City agrees that the project shall be dedicated for the public use for a minimum period of twenty-five (25) years after completion and that such dedication be in the form of a deed, lease, management agreement or other legally binding document. The City must record evidence of the dedication in the Public Records of Palm Beach County.
- c. Section 18 (Project Maintenance) provides that the City shall operate, maintain, and manage the project for the life of the project improvements and will pay all expenses required for such purposes.
- d. Section 26 (Transference) provides that if the City transfers ownership or management of the project to another entity other than another governmental entity that agrees to assume, in writing, the City's obligations under the grant agreement, FIND retains the right to full reimbursement from the City for grant funds extended for the project.

4. Florida Inland Navigation District Project Agreement (FIND I - Construction) Grant

The FIND I - Construction agreement was executed on November 8, 2010. The grant contributes no more than fifty (50) percent of the cost to complete the project with a maximum grant commitment not to exceed \$850,000. Construction was completed in December 2012.

- a. Section 15 (Non-discrimination) requires that the City guarantees that the project will be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision. It also provides that adequate parking shall be available.
- b. Section 16 (Site Dedication) of the Project Agreement provides that:

- (1) The City agrees that the Project site "shall be dedicated for the public use for a period of twenty-five (25) years prior to or immediately following completion of the Project, such dedication to be in the form of a deed, lease, management agreement or other legally binding document;"
  - (2) Any change in such dedication "shall require the prior approval of the District;" and,
  - (3) The City "shall record evidence of such dedication within the Public Records of the County in which the Project is located."
- c. Section 18 (Project Maintenance) of the Project Agreement provides that the City agrees to operate, maintain, and manage the Project for the life of the Project improvements and will pay all expenses required for such purposes.
- d. Section 27 (Transference) provides that if the City transfers ownership or management of the project to another entity other than another governmental entity that agrees to assume, in writing, the City's obligations under the grant agreement, FIND retains the right to full reimbursement from the City for grant funds extended for the project.

5. Florida Inland Navigation District Project Agreement (FIND II - Construction) Grant

The FIND II - Construction agreement was executed on January 17, 2012. The grant contributes no more than fifty (50) percent of the cost to complete the project with a maximum grant commitment not to exceed \$1,500,000.

- a. Section 15 (Non-discrimination) requires that the City guarantees that the project will be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision. It also provides that adequate parking shall be available.
- b. Section 16 (Site Dedication) of the Project Agreement provides that:
- (1) The City agrees that the Project site "shall be dedicated for the public use for a period of twenty-five (25) years prior to or immediately following completion of the Project, such dedication to be in the form of a deed, lease, management agreement or other legally binding document;"
  - (2) Any change in such dedication "shall require the prior approval of the District;" and,
  - (3) The City "shall record evidence of such dedication within the Public Records of the County in which the Project is located."
- c. Section 18 (Project Maintenance) of the Project Agreement provides that the City agrees to operate, maintain, and manage the Project for the life of the Project improvements and will pay all expenses required for such purposes.

d. Section 27 (Transference) provides that if the City transfers ownership or management of the project to another entity other than another governmental entity that agrees to assume, in writing, the City's obligations under the grant agreement, FIND retains the right to full reimbursement from the City for grant funds extended for the project.

6. Florida Fish and Wildlife Conservation Commission, Boating Infrastructure Grant Program (BIG P), (FWC Contract No. 10270)

The BIG P agreement was executed on March 17, 2011. The maximum grant commitment shall not exceed \$1,780,823. Grant funds were used for engineering, and for construction to replace a section of the seawall and slips off the seawall, and replacing the Northern section of the Marina with new floating docks. Construction was completed in December 2012.

The "Duties of the Grantee" section of the agreement provides as follows.

a. Section 9 (Site Dedication and Conversion)

- (1) Facilities constructed must have a useful life of at least twenty (20) years and must be operated and maintained for their intended purpose during the period.
- (2) The land owned that is developed with Program funds shall be dedicated for a minimum of twenty (20) years as a site for the use and benefit of the public.
- (3) The dedication shall be recorded by the City in public property records.
- (4) Land under control other than by City ownership (lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) and developed with Program funds shall be managed by the City for a minimum of twenty (20) years from the completion date in the Project "Certificate of Completion."
- (5) Title to all improvements shall be retained by the City.

b. Section 10 - If the City converts any or all of the Project to other than FIND approved uses, the City shall:

- (1) Replace the facilities, resource or site at its own expense with a Project acceptable to FIND of comparable scope and quality; or,
- (2) Return all amounts paid by FIND for the original Project.

c. Section 13 (Operation and Maintenance)

The City shall provide and be responsible for any and all costs associated with ordinary and routine operations and maintenance of the Project, including any and all personnel, equipment, or service and supply costs.

d. Section 15 (Transient Dock Fees)

The City agrees that all fees derived from usage of the funded project will be used for the operation and maintenance of the marina facilities.

7. Florida Fish and Wildlife Conservation Commission, Florida Boating Improvement Program (FBIP) Grant Agreement (Contract No. 10224 - Riviera Beach Marina Infrastructure Replacement)

The Florida Boating Improvement Program (FBIP) Grant, in the amount of \$495,734, was used to replace fixed concrete docks on the North side of the Marina with modern floating concrete docks. Construction was completed in December 2012.

a. Section 14 of the Grant Agreement

The City shall provide and be responsible for any and all costs associated with ordinary and routine operations and maintenance of the Project, including any and all personnel, equipment or service and supply costs.

b. Section 20 of the Grant Agreement

(1) The land owned by the City that is developed with Program funds shall be dedicated for a minimum of twenty (20) years as a site for the use and benefit of the public.

(2) The dedication shall be recorded by the City in public property records.

(3) Land under control other than by City ownership (lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) and developed with Program funds shall be managed by the City for a minimum of twenty (20) years from the completion date in the Project "Certificate of Completion."

(4) Title to all improvements shall be retained by the City.

c. Section 21 of the Grant Agreement

If the City converts any or all of the Project to other than FIND approved uses, the City shall:

(1) Replace the area, facilities, resource or site at its own expense with a Project acceptable to FIND of comparable scope and quality; or,

(2) Return all amounts paid by FIND for the original Project.

**Riviera Beach Municipal Marina  
Project Construction Grant Restrictions Summary**

	PBCWAG	MPO/Water Taxi	Find I - Engineering	FIND I - Construction	FIND II - Construction	BIG P	FBIP
1. Operate Marina as a public marina for use by the general public.	30 years Recorded dedication.	10 years	25 years Recorded dedication.	25 years Recorded dedication.	25 years Recorded dedication.	20 years Recorded dedication.	20 years Recorded dedication.
2. If City transfers ownership to party not now part of the inter-local agreement, other than another governmental entity that agrees to assume City's obligations under the agreement, City shall reimburse grantor.	✓	N/A	✓	✓	✓	N/A	N/A
3. Allow City to enter into a management or operating agreements with a marina management company for operation of the Marina.	✓	N/A	N/A	N/A	N/A	N/A	N/A
4. Allow City to enter into management or operating agreements for the Marina.	✓	N/A	N/A	N/A	N/A	N/A	N/A
5. Warrant that Marina will serve as waterfront access to and be open to and benefit all residents of Palm Beach County, and be available to residents of Palm Beach County on the same cost and availability basis as to residents of Riviera Beach.	✓	N/A	N/A	N/A	N/A	N/A	N/A
6. Warrant that, with respect to use of the Marina, City will not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, or sexual orientation.	✓	N/A	✓ <small>(includes residency)</small>	✓ <small>(includes residency)</small>	✓ <small>(includes residency)</small>	N/A	N/A
7. Upon completion, the Marina shall remain the property of the City.	✓	N/A	N/A	N/A	N/A	N/A	N/A
8. City warrants that it has the financial ability to operate and maintain the Marina.	✓	✓	✓	✓	✓	✓	✓
9. City shall maintain Marina in accordance with industry standards.	✓	N/A	✓	✓	✓	N/A	N/A
10. Match required for Grant.	N/A	N/A	100%	100%	100%	100%	100%
11. All transient dock fees will be used for operation and maintenance of marina facilities.	N/A	N/A	N/A	N/A	N/A	✓	N/A

