

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

Meeting Date: **January 13, 2015** ☒ **Consent** ☐ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Fifth Amendment to Declaration of Easements for Off-Site Parking (R96-878D) with Jupiter Stadium, Ltd. and Aries Land Acquisition, LLC; and,

B) Amended and Restated Parking Agreement (R98-183D) (Agreement) with Jupiter Stadium, Ltd. and Aries Land Acquisition, LLC.

Summary: Roger Dean Stadium (Stadium) is located adjacent to the Abacoa Town Center in the Town of Jupiter. Through a Declaration of Easements for Off-Site Parking (Declaration), the Abacoa Town Center is required to supply not less than 2,020 parking spaces to serve the Stadium, with 500 of those 2,020 spaces currently being made available at the Abacoa Campus of Florida Atlantic University (FAU). Management and other responsibilities for all required spaces are the subject of a tri-party Parking Agreement. In response to the latest development initiative in the Abacoa Town Center, the distribution of parking spaces within the various phases of the Town Center as originally contemplated in the Declaration and Parking Agreement has changed. As a result, these amendments make conforming changes to the distribution of Stadium parking spaces for consistency with the envisioned build-out of the Town Center while continuing to require 2,020 parking spaces to serve the Stadium. All parties have cooperated to ensure that adequate parking facilities will remain available to concurrently serve the Town Center and Stadium. To that end, a Parking Management Plan has been prepared which is supported by all parties and both teams, has been approved by the Town of Jupiter, and is being incorporated into the Declaration and Agreement by reference. This Agreement also establishes terms by which Jupiter Stadium, Ltd. (JSL) will be allowed to use Aries Land Acquisition, LLC's (Aries') undeveloped properties in the Town Center for baseball parking purposes, and deletes provisions regarding the construction of additional parking spaces on Stadium grounds by JSL and a maximum \$10,000 obligation of Aries related thereto. All other terms of the existing Declaration and Parking Agreement remain materially unchanged. **(PREM) District 1 (HJF)**

Background and Justification: On December 26, 1996, the Board of County Commissioners entered into a Declaration of Easements for Off-Site Parking with Abacoa Development Company and JSL. The Declaration was subsequently amended four times, including January 13, 1998 (R98-97D), February 3, 1998 (R98-184D), November 16, 1999 (R99-2215D) and November 21, 2006 (R2006-2550). The associated Parking Agreement with Abacoa Development Company and JSL was entered into on February 3, 1998 and was subsequently amended on November 16, 1999 (R99-2214D) and November 21, 2006 (R2006-2550). Aries has succeeded to the interest of Abacoa Development Company.

Continued on Page 3

Attachments:

1. Location Map
2. Fifth Amendment to Declaration of Easements for Off-Site Parking
3. Amended and Restated Parking Agreement
4. Disclosures of Beneficial Interests

Recommended By:

Army Wolf
Department Director

1/5/12
Date

Approved By:

County Administrator

1/7/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: 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:

[Signature] 12/29/14
OFMB 12/29 12/29

[Signature] 1/6/15
Contract Development and Control

B. Legal Sufficiency:

[Signature] 1/6/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification Continued: These latest amendments are required to conform to the distribution of Stadium parking spaces that result from the further development of the Abacoa Town Center as approved by the Town of Jupiter. Terms are also being incorporated that allow JSL to utilize Aries' undeveloped Town Center properties for baseball parking in any of the upcoming five years in exchange for Aries being permitted to forego a \$16,000 annual management fee due to JSL in each of those years and with no requirement that JSL share with Aries any revenues collected from parking fees. The parties and both teams have identified that opportunity as being in their best financial and operational interest. All parties have also agreed to, and both teams support entering into, an Amended and Restated Parking Agreement as opposed to further amending the existing Parking Agreement.

Aries has submitted a copy of their non-discrimination policy which is consistent with the policy of Palm Beach County, and JSL has affirmed that its non-discrimination policy is in conformance with the County's policy. Although not required by law, the attached Disclosure of Beneficial Interests identifies Marjorie C. Rendina, Miami Marlins, LP, St. Louis Cardinals, LP and JS Stadium, Inc. as the beneficiaries of these amendments.