

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 10, 2015

Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to accept: an Assignment and Assumption of Utility Easement (Assignment) from the City of Belle Glade (City) on land owned by the Trustees of the Internal Improvement Trust Fund of the State of Florida (State).

Summary: As a result of the recent transfer of assets from the Glades Utility Authority, the County owns a 12" water main located at the Belle Glade State Municipal Airport. However, the easement for the water main, originally granted to the City by the State, still remains in the City's name, and needs to be assigned to the County. The Palm Beach County Water Utilities Department (WUD) is in the process of replacing the existing water main with a new 16" water main, and has requested that the State grant an additional easement area for the proper installation, maintenance and service of the new pipe. The State requires that the existing easement be assigned prior to their processing of an amendment to increase the easement area. The Assignment form has been provided by the State and requires approval by the Board of County Commissioners (BCC). District 6 (MJ)

Background and Justification: On September 10, 2013, (R2013-1174) the BCC approved a Consultant Services Authorization (CSA) No. 8 with Holtz Consulting Engineers, Inc to provide design services for the installation of a 16" water main along State Road 15 in Belle Glade (WUD No. 13-052). This project includes the replacement of the existing 12" water main with a 16" water main along the Belle Glade State Municipal Airport. After this Assignment has been fully executed, the State will begin processing the amendment to increase the size of the easement to allow for the installation of the larger water main. The new 16" water main will improve the service level and system reliability in the Belle Glade area.

Attachments:

1. Location Map
2. Four (4) Originals Assignment and Assumption of Easement Number 24925
3. Copy of Easement Number 24925

Recommended By:

Jim Stebbins
Department Director

2-11-15

Date

Approved By:

Sharon R. Byrd
Assistant County Administrator

2/24/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund _____	Dept _____	Unit _____	Object _____	

Is Item Included in Current Budget? Yes ___ No ___

Reporting Category **N/A**

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

No Fiscal Impact

C. Department Fiscal Review: Debra Moxie

III. REVIEW COMMENTS

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

 Mary 2/13/15
 OFMB *KN JP*
2/12 2/13

 Ann Jo Jacobson 2/18/15
 Contract Development and Control

B. Legal Sufficiency:

 [Signature] 2/19/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

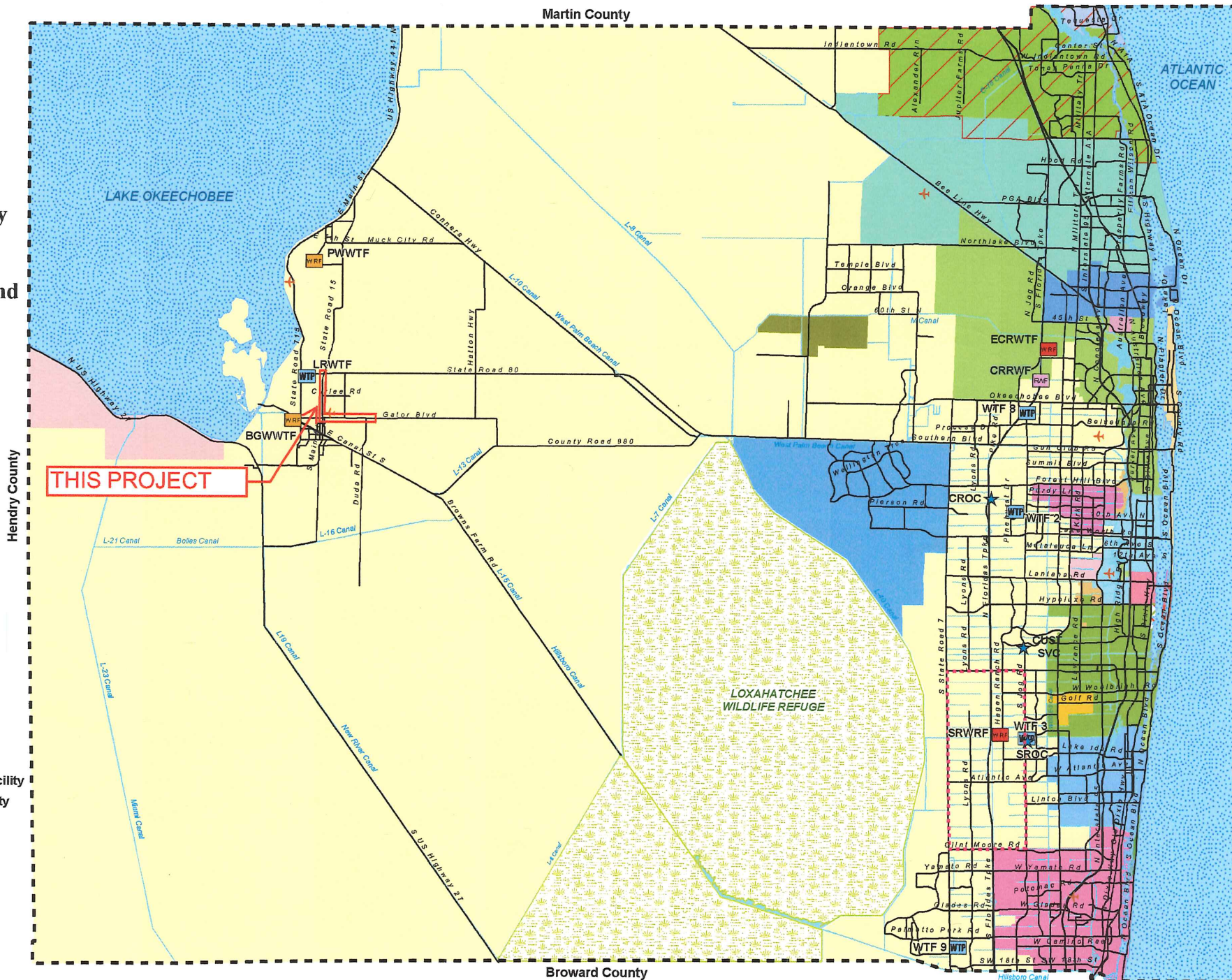
This summary is not to be used as a basis for payment.

WUD No 13-052
LOCATION MAP



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

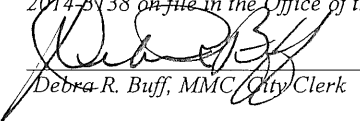
ATTACHMENT 1



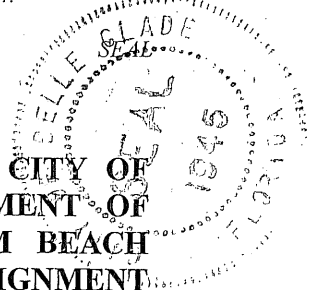
- Legend
- ★ Administration
 - WTF Water Treatment Facility
 - RMF Reclamation Facility
 - WRPF Wastewater Reclamation Facility
 - WRTF Wastewater Treatment Facility
 - Mandatory Reclaimed SA
 - - - Palm Beach County Limits
 - Yellow P.B.C.W.U.D. Service Area



NOT TO SCALE


Debra R. Buff, MMC, City Clerk

RESOLUTION NO. 2014-3138



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BELLE GLADE, FLORIDA, APPROVING THE ASSIGNMENT OF AIRPORT UTILITIES EASEMENT NO. 24925 TO PALM BEACH COUNTY; AUTHORIZING THE EXECUTION OF SAID ASSIGNMENT OF EASEMENT; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Belle Glade, Florida (the "City"), a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, on September 30, 1968, the Trustees of the Internal Improvement Fund of the State of Florida granted the City Easement No. 24925 for the installation of a 12 inch water main on property located at the Belle Glade Municipal Airport (the "Easement") and a copy of such Easement is attached hereto as **Exhibit "1"**; and

WHEREAS, Palm Beach County (the "County"), the owner of the utilities currently located in the Easement, contacted the City regarding the County's request for an assignment of the Easement so that it may install a larger 16-inch pipe; and

WHEREAS, the State of Florida Department of Environmental Protection, on behalf of the Trustees of the Internal Improvement Fund of the State of Florida and in accordance with the City's sublease of the airport property, drafted the Assignment of Easement (attached hereto as **Exhibit "2"**); and

WHEREAS, the wishes to assign the Easement to the County; and

WHEREAS, the City Commission believes it is in the best interest of the City of Belle Glade to approve the Assignment of the Easement and that such approval acts to further the public health, safety and general welfare of the residents and citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BELLE GLADE, FLORIDA THAT:

Section 1. The whereas clauses are incorporated herein as true and correct and as legislative findings of the City Commission of the City of Belle Glade.

Section 2. Approval of Assignment of Utility Easement. The City Commission hereby approves the Assignment of Easement No. 24925 to Palm Beach County and hereby authorizes the Mayor to execute said Assignment of Easement in a form substantially similar to the form attached hereto as "**Exhibit 2**".

Section 3. Conflicts. All Resolutions or parts of Resolutions in conflict be and the same are hereby repealed.

Section 4. Severability. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon passage.

The foregoing Resolution was moved by Vice Mayor Wilkerson, seconded by Commissioner Martin and upon being put to the vote, the vote was as follows:

DONE AND RESOLVED at regular Session of the City Commission of Belle Glade, Florida, this 15th day of December, 2014.

	AYE	NAY
Mayor Wilson	✓	<u>[Signature]</u>
Vice Mayor Wilkerson	✓	<u>[Signature]</u>
Commissioner Burroughs	✓	<u>[Signature]</u>
Commissioner Martin	✓	<u>[Signature]</u>
Commissioner Underwood	✓	<u>[Signature]</u>

(Municipal Seal)

Attest:

APPROVED AS TO FORM AND
& LEGAL SUFFICIENCY

[Signature]
Debra R. Buff, MMC, City Clerk

[Signature]
Glen J. Torcivia, City Attorney

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

EASEMENT

NO. 24925

THIS INDENTURE made this 30th day of September, A. D. 1968, between THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, a component agency of the State of Florida, Grantors, and the CITY OF BELLE GLADE, a municipal corporation, and its successors and assigns, Grantee:

WITNESSETH:

1. That the Grantors, for and in consideration of One (\$1.00) Dollar and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grant unto the Grantee, its successors and assigns, the right to install a 12-inch water main for the purpose of conveying water, over, across, through and under the land hereinafter described, together with the right of ingress and egress to and from the same for the purposes aforesaid, said land situated in Palm Beach County, State of Florida, to-wit:

That part of Section 29 and Section 20, Township 43 South, Range 37 East, Palm Beach County, Florida; which lies within 3 feet both sides of the following centerline:

Commencing at the Southwest corner of said Section 29, run S 00°02'49" W along the West line of Section 32, Township 43 South, Range 37 East, a distance of 13.45 feet; thence S 89°57'11" E a distance of 44.4 feet to the BEGINNING of the herein described centerline; thence N 00°50'49" E a distance of 909.68 feet; thence N 00°33'10" E a distance of 2,073.38 feet; thence N 00°44'31" E a distance of 387.43 feet; thence N 00°35'29" E a distance of 1,694.08 feet; thence N 06°35'29" E a distance of 93.01 feet; thence N 03°18'03" E a distance of 137.42 feet; thence N 00°39'39" E a distance of 170.56 feet; thence N 00°06'30" E a distance of 1,629.20 feet; thence N 40°15'55" W a distance of 48.73 feet; thence N 89°50'33" W a distance of 138.40 feet to the END of the herein described centerline; thence S 89°50'33" E a distance of 55.30 feet, to the West line of said Section 20; thence S 00°09'27" W along said West line of said Section 20 a distance of 1,835.90 feet to the Southwest corner of said Section 20.

This instrument was prepared at the direction of the Trustees of the Internal Improvement Fund and approved as to form and legality by the Attorney General of the State of Florida, whose address is the Capitol, Tallahassee, Florida.

Also the right to cut, trim and keep clear all trees, brush and undergrowth that may endanger the proper construction, operation and maintenance of said line, in, over, upon and across said above described lands of the Grantors.

2. That the Grantee, by the acceptance of this easement, agrees for itself and its successors and assigns that it or they will not do or suffer to be done in or upon said lands, or as effecting said lands or the property thereon, any act which may result in damage or depreciation of value to said lands or the property thereon or any part thereof unless specifically permitted by the terms of this easement.

3. That the Grantee by acceptance of this easement agrees to the following:

(a) Upon completion of construction of said water main, Grantee will replace top soil and leave the excavated area in the same condition as existed prior to construction.

(b) Grantee, after construction is completed, shall replace any existing permanent fence, which was removed during construction, in its original location and any fence damaged by the Grantee shall be repaired and replaced by Grantee.

4. That in the repair or rebuilding of the water main above mentioned, the location of the water main shall not be changed without the written consent of the Grantors or their successors in office.

5. That the right to enter over and upon adjoining or adjacent lands of the Grantors as herein authorized is restricted to such entry as may be necessary, at reasonable times and occasions, and shall in no instance interfere in any manner with the use of such adjoining or adjacent lands of the Grantors, their agents, or by an institution under their agents, except in the case of a break in the water main, when emergency repair is necessary.

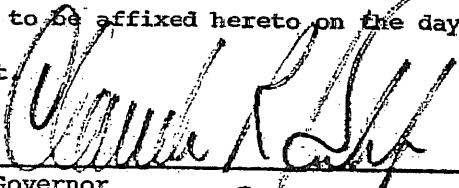
6. That the Grantee agrees to save the Grantors severally, the Division of Corrections as permittees of said Grantors, their agents and employees harmless from and indemnify them against any loss or damage of any kind incident to or resulting in any way from any injury to any person or damage to property growing out of the position or condition of the water main.


7. That nothing herein shall be construed to prohibit or interfere with the Grantors' use of the land or property over which the easement is granted for any purpose not inconsistent with the Grantee's operation and maintenance of its water main.

8. That the easement herein granted shall terminate if at any time its use is discontinued or the easement abandoned for one year.

9. That in the event Grantee shall fail to observe or comply with any of the provisions or conditions of this easement on its part to be performed, this easement and all rights thereunder shall be null and void unless such default shall be corrected within thirty (30) days after written notice by the Grantor.

IN WITNESS WHEREOF, the Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and have caused the seal of the Trustees of the Internal Improvement Fund of the State of Florida to be affixed hereto on the day and year first hereinabove set out


Governor


Secretary of State


Attorney General


Comptroller


Treasurer



Steph Christian

Commissioner of Education

Jack Cornwell

Commissioner of Agriculture

As and constituting the Trustees
of the Internal Improvement Fund
of the State of Florida

AOE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
ASSIGNMENT AND ASSUMPTION
OF

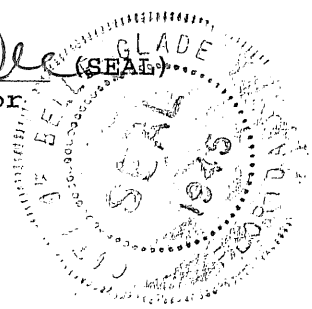
Easement Number 24925

The CITY OF BELLE GLADE, a Florida municipal corporation ("ASSIGNOR" and "Grantee"), for value received, subject to written consent of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Grantor"), hereby assigns, transfers and conveys 100% of its right, title, and interest vested under Easement Number 24925 dated September 30, 1968 (the "Easement") by and between Grantor and ASSIGNOR, as Grantee to PALM BEACH COUNTY, ("ASSIGNEE"), for and during the remainder of the term of the Easement and all renewals thereof, subject to the full payment of fees and the performance of all covenants, conditions, and provisions required to be performed by Grantee under the terms of the Easement, and subject to the conditions and provisions therein set forth.

CITY OF BELLE GLADE, A Florida
Municipal corporation

By:

[Signature]
Steve B. Wilson, Mayor



"ASSIGNOR"
and
"Grantee"

[Signature]
Witness

Dianne D. Carter
Print/Type Witness Name

[Signature]
Witness

Jennial Davis
Print/Type Witness Name

Approved as to form and legal
sufficiency

By:

[Signature]
Glen J. Torcivia, City Attorney

Attest:

By:

[Signature]
Debra R. Buff, City Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

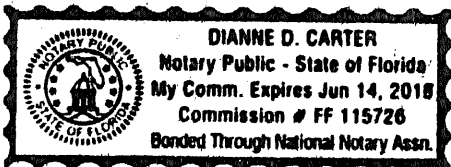
The foregoing instrument was acknowledged before me this 16th
day of December, 2014, by Steve B. Wilson, as Mayor, of the
City of Belle Glade, on behalf of the City Commissioners of the City
of Belle Galde. He is personally known to me or has produced
N/A as identification.

[Signature]
Notary Public, State of Florida

Dianne D. Carter
Print/Type Notary Name

Commission Number: FF 115726

Commission Expires: 6-14-18



ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF EASEMENT

PALM BEACH COUNTY, a political subdivision of the State of Florida, ("ASSIGNEE"), in consideration of the foregoing Assignment, subject to written consent of Grantor, does hereby accept assignment of the Easement, as Grantee, and assumes and agrees for the benefit of Grantor to make all payments, and agrees to perform all covenants, agreements, conditions and provisions of the Easement. Further, ASSIGNEE agrees that it, its successors and assigns shall be bound for the due performance herein in the same manner as was ASSIGNOR, as the original Grantee named in the Easement, for and during the remainder of the term of the Easement and all renewals thereof.

Board of County Commissioners,
Palm Beach County, Florida

By: _____ (SEAL)
Shelley Vana, Mayor

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

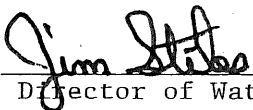
"ASSIGNEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Priscilla A. Taylor, on behalf of the County Commissioners of Palm Beach County, Florida, as Mayor. She is personally known to me or has produced _____ as identification.

APPROVED AS TO TERMS AND
CONDITIONS:

Notary Public, State of Florida



Director of Water Utilities

Print/Type Notary Name

Commission Number:

ATTEST:

Commission Expires:

Sharon R. Bock, Clerk & Comptroller

(Deputy Clerk)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

(County Attorney)

CONSENT TO ASSIGNMENT AND ASSUMPTION OF EASEMENT

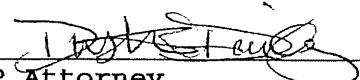
The BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, Grantor of the property described in the Easement consents to the foregoing Assignment and Assumption of Easement this ___ day of _____, 2014.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

BY: _____ (SEAL)
CHERYL C. McCALL, CHIEF,
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION
OF STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

"Grantor"

Approved as to Form and Legality

By: 
DEP Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

20127

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

EASEMENT

APR 11 1969 FLORIDA
DOCUMENTARY
SUR TAX
\$.55

NO. 24925

Apr 11 3 50 PM '69

THIS INDENTURE made this 30th day of September, A. D. 1968, between THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, a componet agency of the State of Florida, Grantors, and the CITY OF BELLE GLADE, a municipal corporation, and its successors and assigns, Grantee:

WITNESSETH:

1. That the Grantors, for and in consideration of One (\$1.00) Dollar and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grant unto the Grantee, its successors and assigns, the right to install a 12-inch water main for the purpose of conveying water, over, across, through and under the land hereinafter described, together with the right of ingress and egress to and from the same for the purposes aforesaid, said land situated in Palm Beach County, State of Florida, to-wit:



That part of Section 29 and Section 20, Township 43 South, Range 37 East, Palm Beach County, Florida, which lies within 3 feet both sides of the following centerline:

Commencing at the southwest corner of said Section 29, run S 00°02'49" W along the West line of Section 32, Township 43 South, Range 37 East, a distance of 13.45 feet; thence S 89°57'11" E a distance of 44.4 feet to the BEGINNING of the herein described centerline; thence N 00°50'49" E a distance of 909.68 feet; thence N 00°33'10" E a distance of 2,073.38 feet; thence N 00°44'31" E a distance of 387.43 feet; thence N 00°35'29" E a distance of 1,694.08 feet; thence N 06°35'29" E a distance of 93.01 feet; thence N 03°18'03" E a distance of 137.42 feet; thence N 00°39'39" E a distance of 170.56 feet; thence N 00°06'30" E a distance of 1,629.20 feet; thence N 40°15'55" W a distance of 48.73 feet; thence N 89°50'33" W a distance of 138.40 feet to the END of the herein described centerline; thence S 89°50'33" E a distance of 55.30 feet, to the West line of said Section 20; thence S 00°09'27" W along said West line of said Section 20 a distance of 1,835.90 feet to the Southwest corner of said Section 20.

455
55
Lester

This instrument was prepared at the direction of the Trustees of the Internal Improvement Fund and approved as to form and legality by the Attorney General of the State of Florida, whose address is the Capitol, Tallahassee, Florida.

Also the right to cut, trim and keep clear all trees, brush and undergrowth that may endanger the proper construction, operation and maintenance of said line, in, over, upon and across said above described lands of the Grantors.

2. That the Grantee, by the acceptance of this easement, agrees for itself and its successors and assigns that it or they will not do or suffer to be done in or upon said lands, or as affecting said lands or the property thereon, any act which may result in damage or depreciation of value to said lands or the property thereon or any part thereof unless specifically permitted by the terms of this easement.

3. That the Grantee by acceptance of this easement agrees to the following:

(a) Upon completion of construction of said water main, Grantee will replace top soil and leave the excavated area in the same condition as existed prior to construction.

(b) Grantee, after construction is completed, shall replace any existing permanent fence, which was removed during construction, in its original location and any fence damaged by the Grantee shall be repaired and replaced by Grantee.

4. That in the repair or rebuilding of the water main above mentioned, the location of the water main shall not be changed without the written consent of the Grantors or their successors in office.

5. That the right to enter over and upon adjoining or adjacent lands of the Grantors as herein authorized is restricted to such entry as may be necessary, at reasonable times and occasions, and shall in no instance interfere in any manner with the use of such adjoining or adjacent lands of the Grantors, their agents, or by an institution under their agents, except in the case of a break in the water main, when emergency repair is necessary.

6. That the Grantee agrees to save the Grantors severally, the Division of Corrections as permittees of said Grantors, their agents and employees harmless from and indemnify them against any loss or damage of any kind incident to or resulting in any way from any injury to any person or damage to property growing out of the position or position of the water main.


7. That nothing herein shall be construed to prohibit or interfere with the Grantors' use of the land or property over which the easement is granted for any purpose not inconsistent with the Grantee's operation and maintenance of its water main.

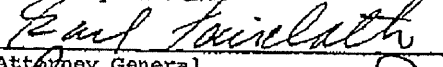
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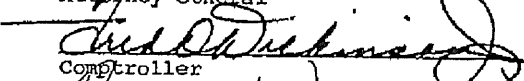
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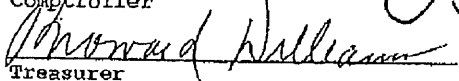
IN WITNESS WHEREOF, the Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and have caused the seal of the Trustees of the Internal Improvement Fund of the State of Florida to be affixed hereto on the day and year first hereinabove set out


Governor

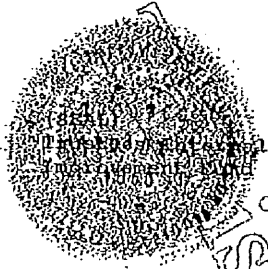

Secretary of State


Attorney General


Comptroller


Treasurer

REC-1715 PAGE 1135



Walter Christian

Commissioner of Education

Frank Conner

Commissioner of Agriculture

As and constituting the Trustees
of the Internal Improvement Fund
of the State of Florida

This is not a certified copy

RECORDED 1715 PAGE 1136

Recorded in Official Record Book
Of Palm Beach County, Florida
John B. Durkin
Clerk of Circuit Court