

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	July 8, 2024	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

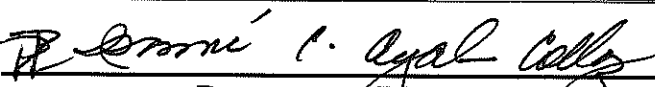

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a First Amendment to the Interlocal Agreement (First Amendment) with the Town of Hypoluxo (Town) amending the scope of work and the estimated implementation schedule to allow for the construction of a new library facility.

**Summary:** On March 12, 2024, the Board of County Commissioners (BCC) approved an Interlocal Agreement (R2024-0336) with the Town of Hypoluxo for the purchase of approximately 0.36 acres of Town-owned property, improved with a one-story 3,510 square foot building, located at 7200 S. Federal Highway (the Property), for the establishment of the new Hypoluxo Library branch (the Library Satellite Project). The Agreement provides that the County would renovate the existing building as a satellite location for the County’s existing Lantana Road branch. Upon completion of an initial condition assessment, County and Town agreed that it would be more advantageous to the residents of Palm Beach County to demolish the existing building and build a new facility in its place. The County will be responsible for all design, permitting, and construction required for the development of the Library Satellite Project. The County has commenced design of the Library Satellite Project; accordingly, the Town’s option to repurchase the Property set forth in the Agreement is extinguished. The proposed First Amendment provides for these modifications. **(Property & Real Estate Management) District 4 (HJF)**

**Background and Policy Issues:** On March 12, 2024, the BCC approved the Agreement for the purchase and development of the Library Satellite Project. The parties closed on this transaction on May 28, 2024. The County retained Colomé & Associates, Inc. (CAI) to provide architectural/engineering design services for the Library Satellite Project. CAI completed an initial condition assessment and budgetary cost estimate to compare the probable costs of renovating the existing building (\$3,700,000) versus building a new facility (\$4,600,000). Based on CAI’s assessment, County and Town agreed that the demolition of the existing building and construction of a new library facility on the Property will better serve the residents of Palm Beach County. The County is expected to complete the design of the Library Satellite Project within 24 months after execution of the First Amendment. Section 41 of the Agreement provided Town with the option to repurchase the Property in the event County failed to commence design for the development of the Library Satellite Project within 12 months from the recording of the Statutory Warranty Deed, which was recorded in the Official Records of Palm Beach County on May 31, 2024. As the County commenced design on or about April 2, 2024, Town’s option to repurchase the Property is extinguished. On May 21, 2025, staff conducted a community outreach meeting with Town officials and residents. The County’s proposed plans were positively received. On May 22, 2025, the Town Council approved this proposed First Amendment.

- Attachments:**
- 1. Location Map
  - 2. First Amendment to Interlocal Agreement
  - 3. Town of Hypoluxo Resolution No. 25-538

Recommended By:		5/29/25
	Department Director	Date
Approved By:		6/22/25
	County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2025	2026	2027	2028	2027
Capital Expenditures	N/A				
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 X

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Does this item include the use of state funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund 3751 Dept 321 Unit L075 Object 6502  
3751 321 L075 6505

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

There is no Fiscal Impact associated with this item.

H10043

Fixed Assets Number:                     

PCN: 26-43-45-10-10-002-0050

A. D. Jones, Mgr., Finance, OFMB 6/2/25

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

## III. REVIEW COMMENTS

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

                     6/3/25  
OFMB                       
6-3-25

                     6/3/25  
Contract Development and Control                     

### B. Legal Sufficiency:

                     6/4/25  
Assistant County Attorney

### C. Other Department Review:

                      
Department Director

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

**LOCATION MAP**  
26-43-45-10-10-002-0050  
**DISTRICT 4**

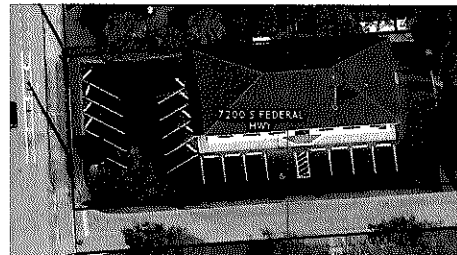


May 20, 2025

**STREET VIEWS:**



Street View - Front of Building



Pictometry View

**Attachment 1**

**ATTACHMENT 2**  
**FIRST AMENDMENT TO INTERLOCAL AGREEMENT**  
**5 PAGES W EXHIBITS**

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
THE TOWN OF HYPOLUXO AND PALM BEACH COUNTY**

**THIS FIRST AMENDMENT** ("First Amendment") is made and entered into July 8, 2025, by and between **THE TOWN OF HYPOLUXO**, a municipal corporation of the State of Florida, ("Town"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") ("Town" and "County" referred to individually as a "Party" and collectively as the "Parties").

**WITNESSETH:**

**WHEREAS**, Town and County entered into that certain Interlocal Agreement (R2024-0336) dated March 12, 2024, ("Agreement") for the development of a satellite library branch for the County's Lantana Road branch ("Library Satellite Project") on certain land, legally described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

**WHEREAS**, the Parties agreed to County's purchase of the Property for One Million Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,625,000.00), which purchase and sale closed on May 28, 2024; and

**WHEREAS**, the Parties agreed to the scope of the Library Satellite Project and its estimated implementation schedule on Exhibit "C" of the Agreement which included County's renovation of the existing building; and

**WHEREAS**, the County retained Colomé & Associates, Inc. (CAI) to provide architectural/engineering design services for the Library Satellite Project; and

**WHEREAS**, CAI completed an initial condition assessment and budgetary cost estimate to compare the probable costs of renovating the existing building versus building a new facility; and

**WHEREAS**, the Parties now agree that the demolition of the existing building and construction of a new library facility on the Property will better serve the residents of Palm Beach County; and

**WHEREAS**, the Parties agree and acknowledge that the County has commenced design of the Library Satellite Project; and, therefore, the Town's option to repurchase the property pursuant to Section 41 of the Agreement is extinguished; and

**WHEREAS**, the Parties desire to modify the Agreement to include certain conditions relating to the development, scope of work, and estimated implementation schedule of the construction for the Library Satellite Project, in accordance with the terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual benefit to the parties of the Library Satellite Project, the terms and conditions contained herein and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Agreement.
2. Section 41 of the Agreement is hereby deleted in its entirety.
3. Exhibit "C" of the Agreement is hereby deleted and replaced in its entirety with the attached Exhibit "C."
4. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.
5. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and The Town Council for the Town of Hypoluxo and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in their respective names, on the dates set forth below.

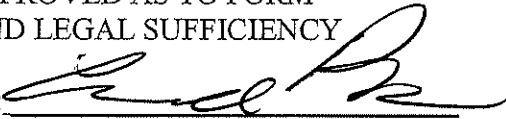
ATTEST:

By:   
Town Clerk

THE TOWN OF HYPOLUXO, a  
municipal corporation organized and existing  
under the laws of the State of Florida

By:   
Michael C. Brown, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Town Attorney

(Town Seal)

***SIGNATURE PAGE to FIRST AMENDMENT to INTERLOCAL AGREEMENT between  
THE TOWN OF HYPOLUXO and PALM BEACH COUNTY***

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Maria G. Marino, Mayor

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Department Director



## **Exhibit “C”**

### **Library Satellite Project Scope and estimated Implementation Schedule**

**Scope:** The County will demolish the existing building on the Property and construct a new library facility on the Property to operate as the Library Satellite Project. The County will bear all capital and operational costs associated with the Library Satellite Project. Once in operation, it is expected that library will be in service forty-eight (48) hours per week, Monday-Saturday. The County will have the right to adjust hours of operation as a function of, and consistent with, its service model for all branches of the County’s library system.

**Design, Permitting, and Construction:** The County will be responsible for all design, permitting, and construction required for the development of the Library Satellite Project.

**Estimated Implementation Schedule:** Upon execution of the First Amendment, the County will expeditiously proceed to retain professional services required for the design of the Library Satellite Project completion of which is expected to occur twenty-four (24) months after execution of the First Amendment. The County, in its sole discretion, may decide to extend the time for completion to accommodate design, permitting and/or construction needs.

**ATTACHMENT 3**  
**TOWN OF HYPOLUXO RESOLUTION (2 PAGES)**

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TOWN OF HYPOLUXO

RESOLUTION NO. 25-538

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HYPOLUXO, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE COUNTY'S PURCHASE OF THE PROPERTY LOCATED AT 7200 SOUTH FEDERAL HIGHWAY FOR THE OPERATION OF A SATELLITE LIBRARY BRANCH AND AUTHORIZING THE MAYOR AND DEPUTY TOWN CLERK TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through the adoption of Resolution No. 24-525, the Town Council approved an Interlocal Agreement with Palm Beach County ("Agreement") for the purchase and sale of then Town-owned property located at 7200 South Federal Highway for the operation of a satellite library; and

**WHEREAS**, the County has proposed a First Amendment to the Agreement to revise Exhibit "C" to reflect that the County will be demolishing the existing building and constructing a new building (in lieu of renovating the existing building) and to delete Section 41, which granted to the Town the right to repurchase the property in the event the County failed to commence design within 12 months (recognizing that the County has already contracted with an architecture firm to design the new Library); and

**WHEREAS**, the Town Council determines that that adoption of this Resolution in the best interests of the residents of the Town of Hypoluxo.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HYPOLUXO, FLORIDA as follows:**

**Section 1.** The foregoing recitals are hereby ratified and incorporated herein.

**Section 2.** The Town Council hereby approves a First Amendment to the Interlocal Agreement with Palm Beach County for the operation of a satellite library branch at 7200 South Federal Highway, a copy of which is attached hereto and incorporated herein, and authorizes and directs the Mayor and Deputy Town Clerk to execute the First Amendment on behalf of the Town.

**Section 3.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 4.** This Resolution shall become effective immediately upon adoption.

1 RESOLVED AND ADOPTED this 20 day of May, 2025.

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4 TOWN OF HYPOLUXO, FLORIDA

5  
6 BY: Michael Brown  
7 Michael C. Brown, Mayor  
8

9  
10 ATTEST:  
11 Dixie Gualtieri  
12 Dixie Gualtieri, Deputy Town Clerk

13  
14  
15 APPROVED AS TO FORM AND LEGAL  
16 SUFFICIENCY:  
17 Leonard G. Rubin  
18 Leonard G. Rubin, Town Attorney  
19

20	VOTE:	AYE:	NAY:	ABSENT:
21				
22				
23	VICE MAYOR RICHARD J. RONEY	<u>✓</u>	<u>      </u>	<u>      </u>
24				
25	COUNCILMEMBER LINDA ALLEN	<u>✓</u>	<u>      </u>	<u>      </u>
26				
27	COUNCILMEMBER STEPHANIE KAHLERT	<u>✓</u>	<u>      </u>	<u>      </u>
28				
29	COUNCILMEMBER DOUG BESECKER	<u>✓</u>	<u>      </u>	<u>      </u>
30				
31	COUNCILMEMBER JOHN SOCHACKI	<u>      </u>	<u>      </u>	<u>      </u>