CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: December 16, 2009 | **AGENDA ITEM SUMMARY NO.** N09-122-3

[ ] AWARDS / PRESENTATIONS / PETITIONS
[ ] CONSENT
[ ] PUBLIC HEARING
[ ] ORDINANCE ON SECOND READING
[ ] ORDINANCE ON FIRST HEARING

[XX] REGULAR
[XX] RESOLUTION
[ ] DISCUSSION & DELIBERATION
[ ] BOARD APPOINTMENT
[ ] WORKSHOP

TITLE/SUBJECT: Authorize the Mayor and City Clerk to execute Amendment 1 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 and include the revised Exhibit A and Exhibit C, and County revisions to section 4.05 concerning reimbursement requirements; authorizing the Finance Director to revise the budget for the City of Riviera Beach Marina Expansion project in the amount of $5,000,000.

RECOMMENDATION / MOTION:

• Assistant City Manager 12/10/09	Library
• City Attorney 12/10/09	• Marina
• City Clerk	Police
Community Development	Public Works
• Finance 12-10-09	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Services	

APPROVED BY CITY MANAGER: _____ **DATE:** 12-10-09

Originating Dept. Executive	Costs: _____	City Council Actions: [ ] Approved [ ] Approved w/conditions [ ] Denied_____ [ ] Tabled to_____ [ ] Referred to Staff_____
User Dept. Marina	Current FY: FY 2009-10 Funding Source: [ ] Capital Improvement [ ] Operating [X] Other: Water Access Grant	
Advertised: Date: Paper: [X] Not Required Affected Parties [ ] Notified [X] Not Required	Budget Account Number: PB County Water Access Bond Revenue Account No. 424-00-337709	Attachments: 1. Fiscal Impact Analysis 2. Resolution 3. Amendment Number 1 to Interlocal Agreement between PBC and CRB for Funding of the Expansion and Renovation of the Riviera Beach Marina as revised to clarify the intent of PBC.

SUMMARY: The amendment to this agreement was discussed by City Council at the December 2, 2009, meeting. Direction was given for the City Attorney to clarify the intent in the amendment language. The language interpretation by the PBC legal staff essentially prohibits the management of the Marina by any entity other than the City. The previous language required the approval by PBC of the transfer of management. This is a major change in the agreement and is therefore a policy issue on which the City Council must decide.

BACKGROUND

On April 18, 2007, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of $5,000,000 for the Riviera Beach Marina Expansion Project. The agreement provided that the City would complete the project within 24 months. In January 2009, the City requested an extension of the agreement, which was verbally approved by the Board of

Item No. 14

County Commissioners provided that the City, at a future date, presents a progress report on the project. City and County staff have met and agreed on the proposed improvements for the project. At the presentation to the Palm Beach County Board of County Commissioners the Board directed the language of the agreement to be "tighten" with regard to the on-going public ownership of the City's Marina. If the Marina is not owned and operated by a public entity the grant must be repaid to the County.

The proposed improvements are:

PHASE I includes taking care of the immediate needs of structural and life safety issues, as well as, the overall look and feel of the Marina from the 13th Street entrance.

The dry stack building is deemed obsolete and will be demolished. Ground and/or temporary rack systems will be installed on the remaining slab after demolition. Minimal concrete repairs to the aisle way and western apron will still be accomplished to ensure safe travel for the forklifts. The existing office space(s) will be demolished and replaced with temporary modular facilities.

The repair and replacement of the fire hydrant system under the docks, the addition of fire extinguisher and life ring placement and electrical work will be in accordance with NFPA Code and will greatly increase the safety of the wet slip facilities. Repairs to finger piers and replacement of some key pilings will increase wet slip availability and provide for safer docking. Repairs to storm water issues at the end of 13th Street (Tiki Bar) is needed as the flooding presents a hazard and is detrimental to the restaurant being able to conduct business.

Renovation of the existing restroom and shower facilities and laundry is desperately needed and will facilitate the customer's needs until complete building replacement is accomplished. Additionally, we are partnering with The Parks and Recreation Department to increase access and facilities at the waterfront Bicentennial Park by designing walkways, lighting, landscaping and restroom facilities. The construction of these facilities would be included in a future phase.

PHASE II

Phase II includes the design, engineering and permitting for the repair/replacement of the main bulkhead, design, engineering permit for the floating dock replacement and finally the design and engineering for either the replacement dry stack facility or other options for that area of the marina. The length of this phase will depend strictly on the length of time to obtain permits. It is likely that this phase will begin prior to the completion of Phase I.

Additional marina parking lot improvements are planned during Phase II, which include modest landscaping and irrigation improvements, which will increase the "curb appeal" of the Marina and make it more inviting for boaters and non-boaters alike; hardscape repairs and lighting of the parking lot and promenade leading into the park with landscape and water features for public enjoyment. Also included will be repairs and upgrades to various walkways in the Marina and improvement of all ADA requirements. It is anticipated that the above improvements will be developed and brought back before the board in 4-6 months. This allows enough time to complete plans and coordinate the work with future Marina development proposals.

PHASE III

Phase III will begin the process of replacement of the floating docks and repair/replacement (likely replacement) of the 900' bulkhead. This work will be done incrementally as much as is practical to enable the Marina to stay operational and reduce the impact to the customers. Due to the amount of grading and upland infrastructure work necessary, replacement of the dry stack facility will require extensive engineering and therefore, will take the longest to complete. Phase III will commence, as soon as, permits are in hand.

The Amendment Number 1 to Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011. Exhibit A has been revised to exclude the renovation of the dry storage building and to include demolition of the dry storage facility, construction of ground stands and a temporary rack system and Exhibit C reflects the revised detailed cost estimates.

STAFF RECOMMENDATION: Staff recommends that the City Council approve this Resolution.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	$5.M				
Operating Costs					
External Revenues	$5.0M				
Program Income (City)					
In-Kind Match (City)					
NET FISCAL IMPACT	-0-				
NO. ADDITIONAL FTE POSITIONS (Cumulative)					

12-10-09

Is Item Included in Current Budget? Yes ____ No X

Budget Acount No.: Fund____ Dept/Div. ____ Org.____ Object ____

Reporting Category_____

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

C. Departmental Fiscal Review: Gloria Shuttlesworth

Gloria Shuttlesworth, Assistant City Manager

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department 12-10-09

Purchasing and Grants

B. Other Department Review:

Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NUMBER 1 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 AND INCLUDE THE REVISED EXHIBIT A AND EXHIBIT C, AND COUNTY REVISIONS TO SECTION 4.05 SPECIFYING THE REIMBURSEMENT REQUIREMENTS IN THE CASE OF LEASE OR CONTROL CHANGES; AND AUTHORIZING THE FINANCE DIRECTOR TO REVISE THE BUDGET FOR THE CITY OF RIVIERA BEACH MARINA EXPANSION PROJECT IN THE AMOUNT OF $5,000,000 AS PROVIDED IN THE REVISED EXHIBITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 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"); and

WHEREAS, the Board of County Commissioners, Palm Beach County has approved funding allocations for water access projects; and

WHEREAS, the City of Riviera Beach desires to construct additional docks, boat slips and upgrade restrooms/laundry facilities, install new fuel tanks and upgrade/expand parking area at the City of Riviera Beach Municipal Marina; and

WHEREAS, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of $5,000,000 for the Riviera Beach Marina Expansion Project; and

WHEREAS, the Interlocal Agreement required that the project be completed and open to the public within two (2) years; and

WHEREAS, the City has changed the scope of the project and has requested additional time to complete the project; and

WHEREAS, the Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011; and

WHEREAS, at the October 21, 2009 meeting, the City Council approved revisions to Exhibit A to exclude the renovation of the dry storage building and to include demolition of the dry storage facility, construction of ground stands and a temporary rack system; and

WHEREAS, the cost for the aforementioned changes are reflected in the revised detailed cost estimates in Exhibit C.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute Amendment Number 1 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 and include the revised Exhibit A and Exhibit C and County revisions to Section 4.05 specifying the reimbursement requirements in the case of lease or control changes.

SECTION 2. That the Finance Director is authorized to revise the budget in the City of Riviera Beach Marina Expansion fund as follows:

REVENUE:		
424-00-337709	**PB County Water Access Bond**	**$5,000,000**
EXPENDITURE:		
424-0000-543-1-6251	**Wet Slip Replace/Dry Stack Reconfiguration**	**$2,250,000**
424-0000-543-2-6251	**Restroom & Laundry Improvement**	**$ 675,000**
424-0000-543-3-6351	**Dock Repair/Replacement**	**$ 900,000**
424-0000-543-4-6351	**Parking Lot Beautification/Expansion**	**$ 150,000**
424-0000-543-5-6351	**Fuel Tank Replacement**	**$ 560,000**
424-0000-543-6-3101	**Professional Services**	**$ 465,000**
	TOTAL	**$5,000,000**

SECTION 3. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this _____ day of December, 2009.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
DAWN S. PARDO
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
JUDY L. DAVIS
CHAIR PRO TEM

_____
BILLIE E. BROOKS
COUNCILPERSON

_____
TONYA DAVIS JOHNSON
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

T. JOHNSON _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/10/09

PDW:GS:dpm.121009

AMENDMENT NUMBER 1 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

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into on _____ , 2009 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as " MUNICIPALITY ".

W I T N E S S E T H:

WHEREAS, MUNICIPALITY owns property located at 200 E 13 Street in Riviera Beach; and

WHEREAS, 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"); and

WHEREAS, the COUNTY allocated MUNICIPALITY $5 Million Dollars for expansion and renovation of the City Marina; and

WHEREAS, COUNTY and MUNICIPALITY entered into a Interlocal Agreement dated February 27, 2007 (R-2007-0349) which established the $5 Million Dollar grant to MUNICIPALITY, defined the scope of the project, and set forth the terms and conditions upon which the grant funds would be expended; and

WHEREAS, the Interlocal Agreement required that the Project be completed and open to the public with two (2) years; and

WHEREAS, MUNICIPALITY has changed the scope of the project and has requested additional time to complete the project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. Section 1.03 of the Interlocal Agreement is hereby modified to replace the Project Description, Conceptual Site Plan and Cost Estimate attached as Exhibits "A", "B" and "C" to the Interlocal Agreement with the revised Project Description, Conceptual Site Plan and Cost Estimate attached hereto as Exhibits "A", "B" and "C".

2. Section 2.06 of the Interlocal Agreement is hereby amended to require that the Project be completed and open to the public for its intended use on or before October 1, 2011. No further extensions to this Interlocal Agreement shall be considered.

3. Section 4.05 of the Interlocal Agreement is hereby deleted in its entirety and the following inserted in its stead:

It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY ceases to operate the Marina as a public marina or transfers ownership or management, leases or otherwise transfers control of all or any material part of the Marina or Project to a party or parties not now a party to this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder, MUNICIPALITY and/or its grantee, lessee, managing agent or other transferee shall reimburse COUNTY for the funding assistance given by COUNTY to MUNICIPALITY to accomplish the Project. Should MUNICIPALITY transfer management of the Marina or Project to a party or parties not now a party to this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Any transfer of ownership or management, lease or other transfer of control of all or a material part of the Marina or Project shall not be effective unless and until MUNICIPALITY and/or its grantee, lessee,

managing agent or other transferee shall have reimbursed County the full amount of funding assistance given by COUNTY to MUNICIPALITY to accomplish the Project. This Amendment and the Interlocal Agreement shall be recorded in the Public Records to provide public notice of the terms hereof.

4. Section 5.02 is hereby amended to read as follows:

The term of the Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Amendment Number 1 to Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to public waterfront access purposes only, unless otherwise agreed to in writing by the parties hereto.

5. Terms not defined herein shall have the same meaning in this Amendment as in the Interlocal Agreement.

6. Except as specifically modified by this Amendment, all other terms, covenants and conditions of the Interlocal Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment Number 1 to Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By:_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
_____ Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Department Director

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

CITY OF RIVIERA BEACH

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Pamela H. R
Municipality Attorney

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WHEREAS, the Interlocal Agreement required that the Project be completed and open to the public with two (2) years; and

WHEREAS, MUNICIPALITY has changed the scope of the project and has requested additional time to complete the project.

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ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By:_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
_____ Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Department Director

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

CITY OF RIVIERA BEACH

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Pamela H. R
Municipality Attorney

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