

PUBLIC MEETING HELD BY THE TOWN COMMISSION FOR THE TOWN OF OCEAN RIDGE, FLORIDA, TO BE HELD IN THE TOWN HALL ON WEDNESDAY, APRIL 12, 2000, AT 10:00 A.M.

The meeting was called to order and it was noted that Town Manager Dunham, Town Attorney Spillias, Town Clerk Hancsak, Boynton Beach City Attorney Jim Cherof and Wilfred Hawkins were present.

CONFLICT ASSESSMENT MEETING WITH REPRESENTATIVES OF THE CITY OF BOYNTON BEACH AND THE TOWN OF OCEAN RIDGE TO DISCUSS THE SUBJECT OF THE CONFLICT ARISING FROM THE TOWN OF OCEAN RIDGE'S DESIRE TO ACQUIRE LAND OWNED BY THE CITY OF BOYNTON BEACH WITHIN THE MUNICIPAL BOUNDARIES OF OCEAN RIDGE.

Atty Spillias summarized the procedures set forth in Florida Statute 164.103(7).

Both attorneys concurred that this meeting was not a public hearing and any public input should be brought before each respective commission.

Atty Spillias summarized the events leading up to this date by stating that in March 1999 the Town Commission made a determination that both Boynton Beach land parcels would be needed for expanding the current inadequate Town Hall. The Town hired Bill Doney, Esq. to initiate eminent domain proceedings if an agreement could not be reached with Boynton Beach. Subsequently meetings between Ocean Ridge and Boynton Beach took place, which produced a contract written by the City for the purchase of both parcels at 10% above the City's appraisal of the properties which was presented to the Town. Also included was a collateral interlocal agreement, which provided for overflow parking for the City and a representative from the Town serving on the Special Events committee for the City. He added that the Town even budgeted \$20,000 to assist in some of the special events.

Atty Spillias advised that the Town approved the contract and interlocal agreement in December and returned the documents to Boynton Beach for its execution. The City voted two different times again to approve the contract and authorize the Mayor to execute the contract and the interlocal agreement; however, in January the City withdrew its approval. The interlocal agreement was executed by the City, however, the contract was not.

Atty Spillias stated that the Town believes that the contract is binding and enforceable and feel that they can still obtain the property either through a breach of contract suit or the original eminent domain proceeding. He added that the Commission leaned towards eminent domain or utilizing both options, however, they would rather not have to proceed in either direction and they ask that the City honor the original deal.

Town Manager Dunham showed a copy of the approved conceptual site plan, one of three developed by Kilday and Assoc., for the new Town Hall and also a survey of the

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area. He advised that in developing the new building the Commission wanted to keep the historical building.

At this time both attorneys, Town Manager Dunham and Wilfred Hawkins took a tour through the building. The tape was turned off at 10:10 AM and turned on at 10:15 AM.

Town Manager Dunham commented that the building provided very limited space and commingling between prisoners and residents or customers was potentially dangerous. Atty Spillias added that he felt it was obvious that the need was real and not a necessity, which is what motivated the Commission.

Atty Cherof advised it was unnecessary to reiterate what the dispute is. However, from the City's perspective they felt that the contract is unenforceable and they also felt that the Town would be unsuccessful in taking the land through eminent domain proceedings because the City also has a public need for the property. He acknowledged that it was obvious though that it was the public needs that brought the two municipalities together in the first place. He stated that one such need was the parking issue, which was touched upon in the interlocal agreement, however, his Council was also concerned with the long-term security for this provision. He advised that the City's two main concerns were on how to formalize the future of Boynton Beach's needs such as parking and how much land the Town wanted and the price to acquire it, adding that the Council did not feel the Town was paying enough.

Concerning the conceptual site plan, Atty Cherof advised that he felt that altering the building configuration could result in more parking spaces. He also mentioned the possibility of a lease transaction for the south parcel where either party owned it and provided parking to the other, however, the Town has expressed in the past that they were only interested in ownership of the parcel. Town Manager Dunham agreed and felt the lease would probably not satisfy the need.

Town Manager Dunham commented that the interlocal agreement provided a plus for both municipalities and he felt both had enough incentive to continue the agreement indefinitely.

Atty Spillias questioned whether the City had any concerns on how and when the parking would be available to the City. Mr. Hawkins advised that the City did have concerns and they were seeking a more liberal understanding to allow parking anytime (day or evening) and not necessarily only for overflow. He commented that parking could become a major concern considering the increase in their population. Atty Spillias asked if Mr. Hawkins if he was suggesting utilizing the proposed parking spaces even if there was still ample parking across the street. Mr. Hawkins stated yes to which Atty Spillias commented that this might prove to be a real conflict during business hours. Town Manager Dunham stated that the Town could possibly reserve a certain number of spaces during business hours.

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Atty Cherof questioned if the southwest parcel recently obtained by the Town could be used and suggested moving the building to a corner of the property to provide more parking. Town Manager Dunham stated that the public safety building, which was built in 1978/9, is remaining unchanged and the Commission would definitely be concerned with more pavement to possibly worsen the drainage problems. Atty Cherof asked the justification in purchasing the southwest parcel. Town Manager Dunham commented that the Town would ultimately like to square off the property and that the property still has approximately 30% useable space.

Atty Cherof stated that the City expressed interest in a Right of Reverter clause and he understood that the Town would not object to this. Town Manager Dunham agreed.

Atty Cherof questioned if the Town would have a concern if the overflow parking was addressed in a type of document other than the interlocal agreement. Atty Spillias responded by stating that if the City was only concerned with a format to clarify both municipalities needs outlined in the interlocal agreement and a reverter clause then he felt those issues could be resolved. He added that if the City was interested in the Town obtaining less than all of the property or a higher cost then the staff could not make those representations. Atty Cherof stated if an agreement could be reached to achieve the needs of both municipalities then the ownership pales but if a mutual agreement is not reached then the City would want to retain the property and offer the Town some other device. Town Manager Dunham mentioned that if the City only sold a portion of the property then the City would lose the opportunity to utilize the total area for parking. Atty Spillias questioned how many more spaces were created in the conceptual site plan. Town Manager Dunham advised that there are currently approximately 35 spaces and the site plan offers 24 more.

Town Manager Dunham asked if the City was asking for more parking spaces to which he was advised yes they were. Atty Spillias inquired if the spaces were the minimum width. Town Manager Dunham stated he was unsure, however, adding more pavement may increase concerns considering the recent commissioned drainage study.

Mr. Hawkins stated that the City needed more parking, however, he shared the concern over free parking on these parcels and the City did not want to cause a conflict. Town Manager Dunham stated Director Hillery has advised him that the beach parking lot is only full 5 – 10 times per year. Mr. Hawkins commented that the City could provide more specific data and they were also looking into more marketing of the beach in the future.

Atty Spillias clarified that if the only two issues were the parking and reverter clause then the staff could meet again to consider the modifications or present them directly to the commissions at a joint meeting.

Atty Cherof stated that the City would draft a document with specifics concerning the use for long term parking and a reverter clause along with the two conditions that the Town still purchases both parcels and the price remains unchanged.

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It was mutually decided that the Boynton Beach staff would present the modifications to the City at their May 2, 2000 meeting and the Town would also receive a draft document. The Town would update its Commission on May 1, 2000. The staff tentatively scheduled to meet again on May 5th at 10:00 AM to review the revisions and provide an update report from each Commission. Pending approval by the Boynton Beach Counsel the Ocean Ridge Commission would schedule a special meeting for the purpose of adopting the revisions. If both Commissions do not approve the revisions a meeting will be scheduled for 5:00 PM on May 16, 2000 (prior to the Boynton Beach meeting) at Boynton Beach.

ADJOURNMENT

The meeting was adjourned at approximately 10:55 A.M.

Town Clerk