

Public Meeting held by the Town Commission for the Town of Ocean Ridge, Florida, held in the Town Hall on Tuesday, May 16, 2000 at 11:00 AM.

The meeting was called to order and it was noted for the record that Town Manager Dunham, Town Attorney Spillias, Deputy Town Clerk Herrmann, Boynton Beach City Attorney Jim Cherof and Boynton Beach City Manager Kurt Bressner were present.

CONFLICT ASSESSMENT MEETING WITH REPRESENTATIVES OF THE CITY OF BOYNTON BEACH (HEREAFTER REFERRED TO AS THE CITY) AND THE TOWN OF OCEAN RIDGE (HEREAFTER REFERRED TO AS THE TOWN) 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.

Town Manager Dunham took City Manager Bressner on a tour of the Ocean Ridge Town Hall facilities. The meeting was adjourned and the tape turned off from 11:10 AM to 11:15 AM.

Atty Spillias stated that while the Town continues to take the position that there is a contract between the two municipalities for the purchase of the land, they must still comply with the regulations outlined in Florida Statute 164.103 (7). He advised that the Town would like to resolve the issue without litigation.

Atty Cherof stated that the direction he has gotten from the Boynton Beach City Commissioners is that in addition to the document of agreement, they would like assurances of public access and overflow parking and a reverter clause in case the property is ever abandoned by the Town. He added that the City Commission would like a more definitive reverter clause which states that the City would get back the north piece of property if the Town at any time discontinues the overflow parking.

Atty Cherof stated that the City Commission would also like the 50' oceanfront property owned by the Town at the south end of Oceanfront Park. to be a part of the deal. Atty Spillias questioned if they would be purchasing this property from the Town at fair market value to which Atty Cherof advised that the City has historically used this property. Atty Cherof stated that there is some confusion as to whether or not it is a right-of-way or not. Atty Spillias stated that there had been discussion regarding selling this piece of property to the City in the past and the City has never expressed any real interest in it. Town Manager Dunham reiterated that there have been discussions with it since he has been at Ocean Ridge and Wilfred Hawkins had always told the Town that the City is not interested in it.

Atty Cherof stated that he believed the property is not a fee simple property, but rather a right-of-way and if abandoned, the City would get 25' and the southern property owner would get 25'. Town Manager Dunham stated that the property was fee simple and was previously discussed as part of a land swap which was quickly turned down by the City. Atty Spillias stated that at this point, he can not bring up the issue of this piece of

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property to the Town Commission as it is not part of the current deal being disputed by the Town.

City Manager Bressner stated that there was some confusion over the conceptual drawings submitted and asked for a clarification. There was discussion and it was agreed to that the conceptual plan of March 19th is the plan distributed for the most recent talks and it includes using portions of the current building as there is some historic sentiment surrounding it. Atty Cherof stated that the Boynton Beach Vice Mayor was under the impression that the new plan for the Town Hall did not involve the use of the north piece of Boynton Beach property and it was through further discussion that those present felt the Vice Mayor may have been looking at a survey of the current property when reaching that opinion.

Town Manager Dunham stated that since this conceptual plan was made, the Town has purchased a large water tank and has approval for a portable pump for flood control purposes. He stated that the Town is currently out of room for the rolling stock that is on hand and even the plan of March 19th does not include enough storage space for future purchases. City Manager Bressner questioned if the Town would be using more of the north parcel than shown on the plan to which Town Manager Dunham explained that the Town would be using at least the amount, if not more, as indicated on the plans.

City Manager Bressner questioned if the 50' of the Town's oceanfront property is no longer on the table to which Town Manager Dunham explained that it was not as the City has previously indicated that they were not interested in it. City Manager Bressner asked if the Town could verify that it is a fee simple property and not a right-of-way to which Town Manager Dunham stated that the Town would. City Manager Bressner stated that this information would have a profound impact on the City Commission because if it is found to be a right-of-way, the City could lose their use of half of it if it were abandoned.

City Manager Bressner questioned if the parking lot in the new plan would be paved to which Town Manager Dunham advised that it would be.

City Atty Cherof stated that if the Town abandons the north and south parcels, the City wants the right of first refusal to which Atty Spillias advised that he did not believe the Town Commission would have any objection to that stipulation. Atty Cherof stated that he felt the City Commission would concede that the Ocean Ridge need for the public use outweighs their own use. City Manager Bressner questioned if the Town would give the right of first refusal to not only both the current Boynton Beach properties, but to the property that the Town Hall currently sits on as well to which Atty Spillias stated that option has never been presented to the Town Commission and could not give an opinion on what they might think of that.

City Manager Bressner stated that he also felt the City Commission would want the reverter clause to include that the City can purchase back the property for what the Town paid for it and not what might be fair market value at the time to which Atty Spillias stated that he did not know what the Town Commission's opinion to that might be and

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suggested that Atty Cherof draft a proposal for him to bring before the Town Commission.

Atty Cherof stated that the agreement would also need to include a clause for Boynton Beach to have access and overflow parking. Town Manager Dunham stated that he was also concerned that the City wanted beach visitors to be able to park in the Town lot at any time that the Oceanfront Park was open to which Atty Cherof stated that it would only be for overflow parking and for those who have a pass to park at Oceanfront Park. City Manager Bressner stated that once the Oceanfront Park lot is full, the gatekeeper would notify the Ocean Ridge Department of Public Safety that they would be using the overflow parking area. The gatekeeper would then move over to the Town Hall lot to ensure that only those with the proper pass are parking in the lot.

Atty Cherof explained that in the case of the lot being full on a Tuesday afternoon during working hours of the Town Hall, he stated that he felt certain spots could be used for Town Hall customer parking only and not used for overflow parking. He added that he felt there is a low probability that this would happen during Town Hall business hours.

Town Manager Dunham questioned who would be responsible for the maintenance of the parking lot if it is used for both Town Hall and beach overflow parking. City Manager Bressner stated that he felt the City could possibly help with the initial cost and design for the parking lot, but not for the ongoing maintenance. He added that the City would also provide the Town with a certificate of insurance in case there was any type of claim from a beach customer.

City Manager Bressner stated that he felt there would only be about seven times a year when the lot is needed for the overflow parking. Town Manager Dunham stated that Wilfred Hawkins had previously commented that the City would be holding more events in Oceanfront Park and would need the overflow more often.

Atty Spillias questioned when Atty Cherof could have something in writing for him to present to the Town Commission to which Atty Cherof stated that he could have something for the City Commission to approve at their next meeting on June 6. Atty Spillias stated that he felt the Town Commission could have a special meeting sometime after June 6 and before the regular July meeting. Atty Cherof advised that he would have the draft of the agreement sent to the Town staff as early as the last week in May so that they will have a chance to review it as well. Atty Spillias stated that he would like to have the mediation settlement as well so that it can all be resolved by the middle of June.

The meeting was adjourned at 12:00 Noon.

Attest By:

Town Clerk