



CRA BOARD MEETING OF: February 14, 2012

Consent Agenda	X	Old Business	New Business	Legal	Executive Director's Report
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SUBJECT: Update on Outcome of the Palm Beach County Board of Commissioners Decision on the Dive Shop Demolition and Discussion of Future Action

SUMMARY: On January 24, 2012, CRA staff appeared before the Palm Beach County Commission to request the demolition of the building located within the CRA's marina. Attached is the PowerPoint that staff presented to the County Commission.

The CRA received \$2M in funding under the County's Waterfront Preservation Bond program in 2006. Per the attached Waterfront Preservation Easement and Declaration of Restrictive Covenants the CRA needs the approval of the County to demolish the building.

The former tenant, Lynn Simmons, also attended the meeting with a number of her divers and supporters. She and her supporters stated that she was put out of business by the CRA and that the diving business in general in the marina would suffer because her retail business was no longer in the structure.

The County Commission with Commissioner Burdick and Taylor absent motioned that the CRA attempt to redesign the building on the waterfront parcel to incorporate the dive shop. Staff did point out that there is a deed restriction limiting the building to 1,500 sq. ft. but the County Commission stated that the CRA should go to the Related Group and ask for an exception to the deed restriction. However, the deed restriction is based on a tri-party settlement between The Related Group, Two Georges and the City.

Some of the actions the Board can take are:

1. Withdraw the request to demolish the building and move on to construction of the waterfront parcel and come back to the building site in the future.
2. Direct the CRA attorney to work with the County attorney and explain all of the legal constraints and get clarification on the Waterfront Easement. Depending on the County attorney's opinion on the Easement and the City's legal constraints, continue with the request to the County Commission to demolish the building.
3. Renovate the building and RFP for a new tenant. In order to make the building leasable and to fit in with the theme of the marina master plan, a rough estimate for renovation would be \$300,000.

FISCAL IMPACT: N/A

CRA PLAN, PROGRAM OR PROJECT: Downtown Vision and Master Plan



RECOMMENDATIONS/OPTIONS: Staff recommends that the Board direct the CRA attorney to work with the County attorney to clarify the CRA's legal constraints and convey those to the County Commissioners and then get on the County Commission agenda again to present the issue.

Staff also recommends that the Board approve and execute the attached letter of support to the Board of County Commissioners (BCC). Staff also will be forwarding to the BCC a letter of support from the Marina Village Condominium Master Association, a letter from City staff that the building is not historic and that the master plan fixes an existing traffic circulation problem.

A handwritten signature in blue ink, appearing to read "V. Brooks", is written over a horizontal line.

Vivian L. Brooks
Executive Director

Splashdown Dive Shop
Relocation

700 Casa Loma Blvd, Boynton Beach, FL 33435

Casa Loma Blvd

Boat

E Ocean Ave

New Shop

Tank
Delivery
Booth

SE 1st Ave

NE 6th St

E Marina Way

NE 5th St

804

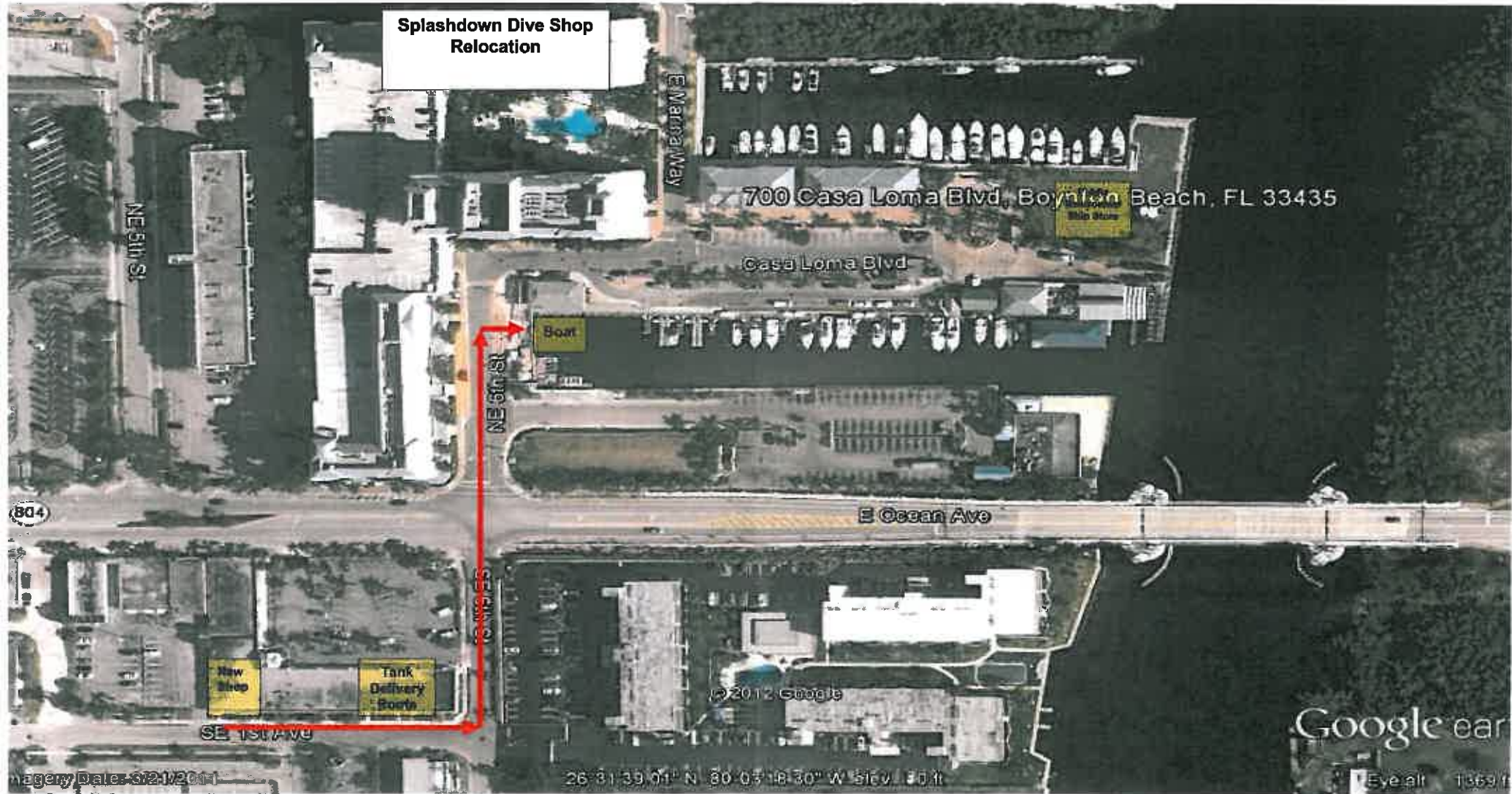
© 2012 Google

Google earth

Image Date: 6/21/2011

26° 31' 39.01" N 80° 05' 18.30" W 516.7 10.1

Eye alt 1369 ft



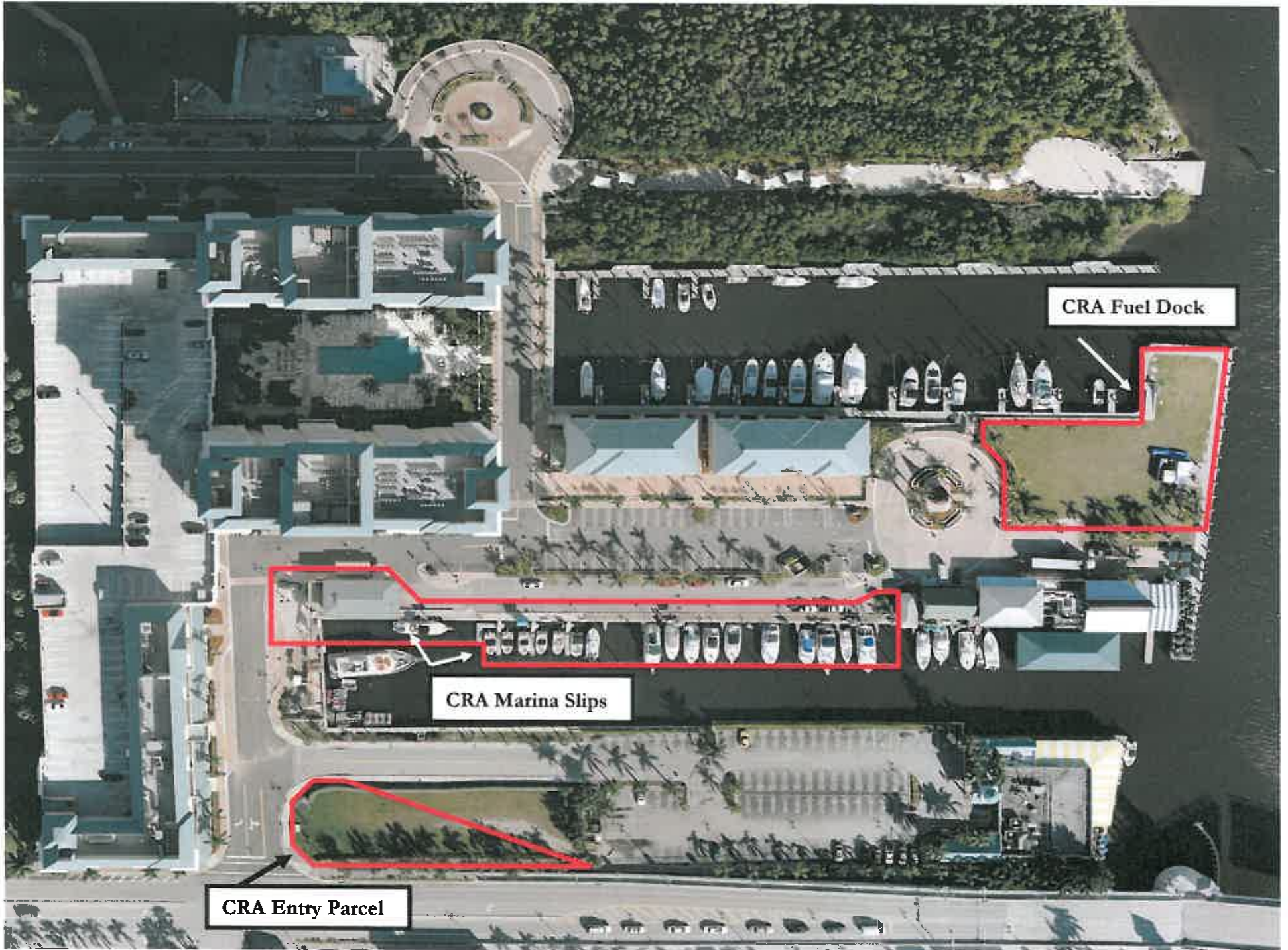
Boynton Harbor Marina



BOYNTON BEACH CRA

Adopted Boynton Harbor Marina Master Plan





CRA Fuel Dock

CRA Marina Slips

CRA Entry Parcel

Boynton Beach CRA



- Purchased 19 Slips in 2006 to Preserve Working Marine Industry
- Purchased Waterfront Parcel in 2007
- Purchased 120 Public Parking Spaces
- Created Master Plan for Marina in 2008
- Goal to Improve Downtown Boynton Beach

Palm Beach County Waterfront Easement Preservation Grant

- Boynton Beach CRA Awarded \$2M in 2006 by PBC
- CRA Leveraged PBC funds to
 - Purchase Property - \$7,775,000
 - Create Master Plan - \$630,000
 - Improve Marina - \$2M since 2009
 - Create Water Taxi Slip
 - Buy 120 Public Parking Spaces

New Iconic Entry Feature



Dredging, New Piers, Docks and Fish Cleaning Stations



\$700,000

Completed June 2010

New Fuel Dock



\$70,000

Completed January 2011

12 02 2010

Entry Signage At Boynton Beach Blvd. and Federal Hwy.



**\$100,000 – Funded in
FY 11/12 Budget**

Dive Shop Area Current Condition

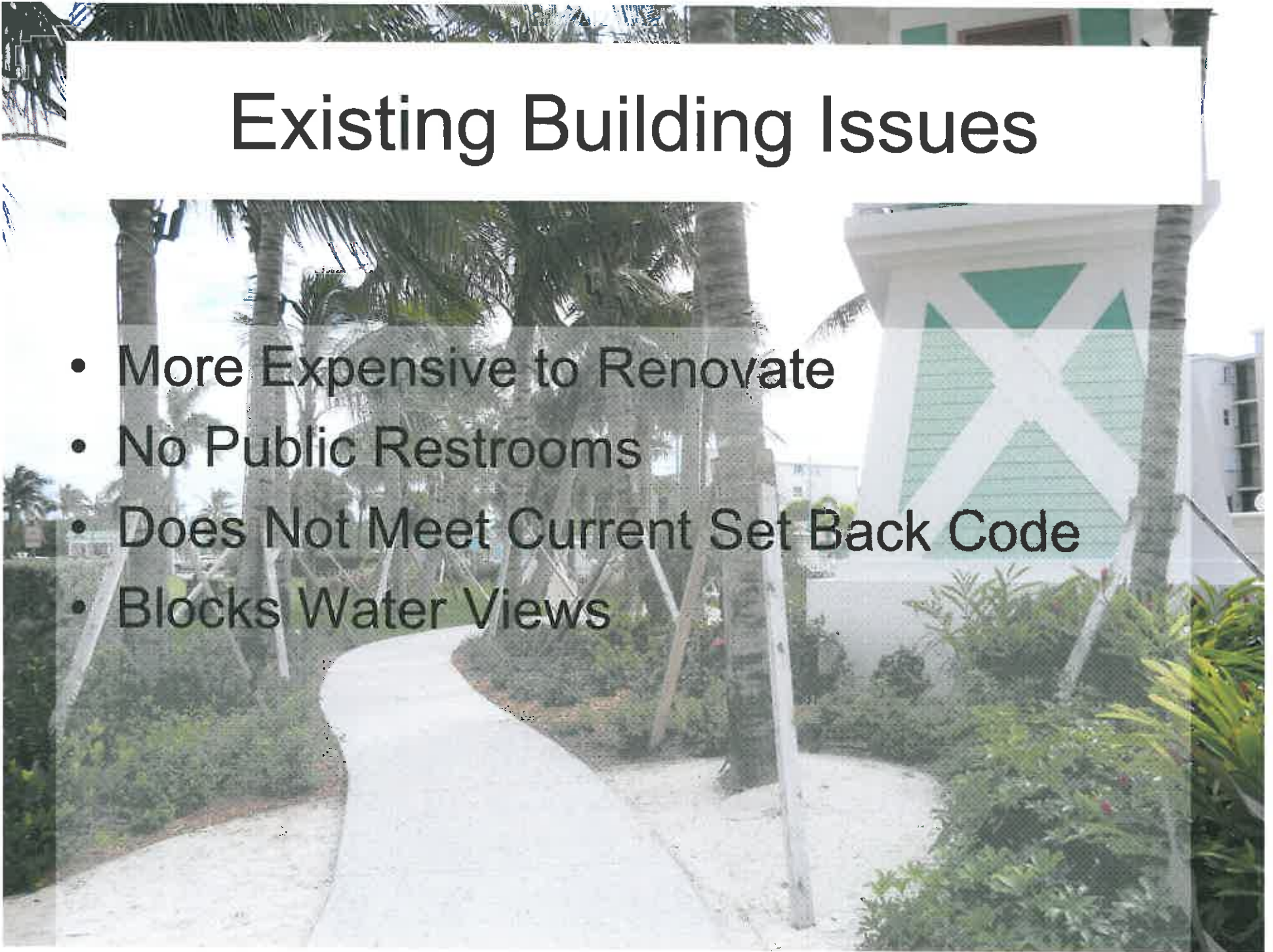


Renovate Existing Dive Shop building:

Paint Exterior of Building	\$ 17,500
Re-Stucco Building	26,500
Awnings/Trellis Sunscreens	12,000
Ornamental Handrails	11,000
Exterior Covered Porch on West Side	6,000
Visual Screen on East Side/Storage Gates	9,000
Roof Replacement	28,000
Replace all Windows	75,000
Hydraulic Elevator	25,000
ADA Accessible Toilets (4 total)	40,000
Fix Accessible Entrances	4,500
Landscaping and Site Furniture	7,500
HVAC Upgrades	9,500
Upgrade Electrical/Electrical Light Fixtures	27,000
Subtotal	\$ 298,500
Unforeseen Conditions (20%)	59,700
Total	\$ 358,200

Existing Building Issues

- More Expensive to Renovate
- No Public Restrooms
- Does Not Meet Current Set Back Code
- Blocks Water Views



Building Tenants

- Splashdown Divers – 1,200 sq. ft.
- Sea Mist – 200 sq. ft.

Relocation of Tenants

- Sea Mist To Build Ticket Office on Own Land with CRA Assistance
- Splash Down Relocated Across Street with \$38,700 in Financial Assistance from the CRA

Proposed Plan for Dive Shop Area



**\$250,000 – Funded
in FY 11/12**

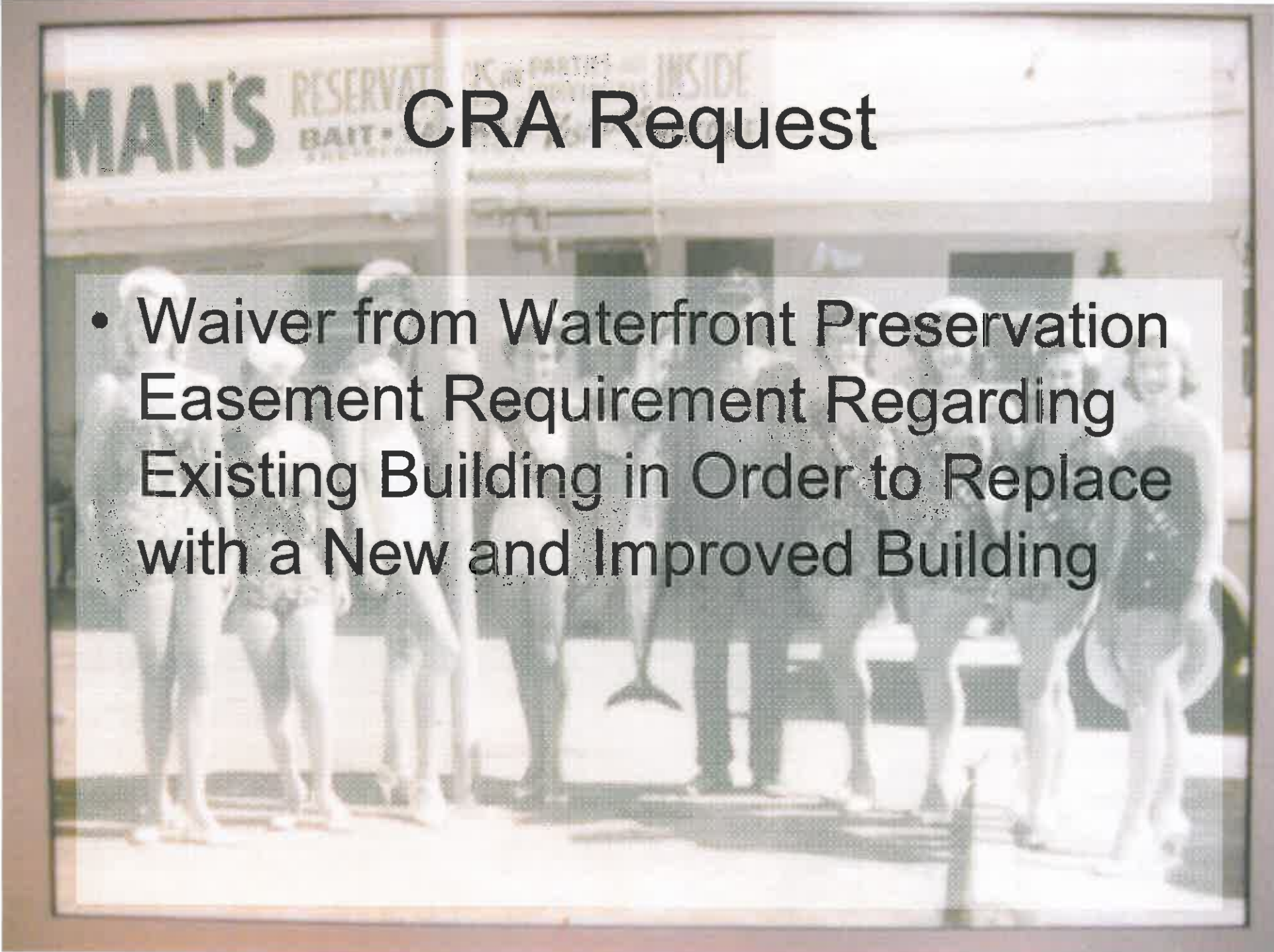


New Marina Building

- Public Restrooms
- Changing Areas
- Harbor Master Office
- Ships Store



**\$325,000 – Proposed
for FY 12/13**



MAN'S RESERVATION BAIT

CRA Request

- Waiver from Waterfront Preservation Easement Requirement Regarding Existing Building in Order to Replace with a New and Improved Building

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CFN 20060578708
OR BK 20953 PG 1812
RECORDED 10/11/2006 16:34:09
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1812 - 1823; (12pgs)

Prepared by:
Howard J. Falcon, III
Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791

Return To:
David Douglas
Palm Beach County
Property & Real Estate Management Division
3200 S. Periwinkle Road, Building 1169
West Palm Beach, Florida 33406-1544

Property Control Number: 08-43-52-03-0000-0071

Time Not a Certificate

WATERFRONT PRESERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

**FOR
BOYNTON BEACH CRA MARINA**

THIS IS A WATERFRONT PRESERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR BOYNTON BEACH CRA MARINA made _____, granted by the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("Grantor"), a public agency created pursuant to Chapter 163, Part III Florida Statutes, with an address of 639 Ocean Avenue, Suite 103, Boynton Beach, Florida 33435 in favor of PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of Governmental Center, 301 N. Olive Avenue, West Palm Beach, Florida 33401 ("County").

WITNESSETH

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida (the "Board") has determined that it is in the best interest of the County to acquire real property or interests therein that preserve, protect or expand public access to and use of freshwater and saltwater bodies of water, to construct capital improvements that facilitate public access to and use of such bodies of water including, but not limited to, boat ramps, public parking and governmentally approved waterway dredging, and to acquire real property or interests therein that preserve working waterfront areas (the "Projects") in order to maintain and improve the quality of life of residents of and visitors to the County, to preserve the marine industry in the County, to maintain the present intensity of development of the working waterfront and to enhance tourism in the County; and

WHEREAS, the Board has determined that the Projects will serve valid paramount public purposes; and

WHEREAS, Grantor is the owner of the Property, as hereinafter defined, including the Submerged Land, if any, as hereinafter defined, and the buildings and other assets and improvements located thereon in Boynton Beach, Florida, known as Boynton Beach CRA Marina; and

WHEREAS, Grantor has agreed to grant an easement to County and impose certain easements, covenants and restrictions upon the Boynton Beach CRA Marina, as hereinafter set forth for the preservation of certain existing uses and amenities and public use of and access thereto; and

WHEREAS, Grantor has agreed to declare that the Property as hereinafter defined, shall be held, transferred, sold, conveyed and occupied subject to the easements, conditions, covenants, restrictions and reservations, hereinafter set forth.

NOW THEREFORE, for good and valuable consideration paid to Grantor by County, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, through, and across the Property, as hereinafter defined, and for parking incident to such uses as are established by Grantor and located upon the Property, as hereinafter defined, together with ingress and egress thereto, for use by the public subject to the terms of this Easement. Grantor further hereby declares that the Property, as hereinafter defined, shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and reservations hereinafter set forth.

ARTICLE I **DEFINITIONS**

1.1 "County" means Palm Beach County, Florida, a political subdivision of the State of Florida.

1.2 "Easement" shall mean and refer to this document entitled "Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina".

1.3 "Grantor" shall mean and refer to the Boynton Beach Community Redevelopment Agency, and its successors or assigns.

1.4 Marina shall mean the marina, Structure(s), docks, boat slips and parking located within the Property.

1.5 "Property" means the real property described on Exhibit "A" attached hereto.

1.6 "Restaurant Parcel" shall mean the property which is legally described on Exhibit "B" attached hereto and incorporated herein by reference and upon which a restaurant known as The Two Georges Restaurant is currently being operated.

1.7 "Structures(s)" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof."

ARTICLE II
RESTRICTIONS APPLICABLE TO
PROPERTY AND STRUCTURES

There is an existing two-story Structure located on the Property. This Structure is used for the marina related uses including, without limitation, a marina office, public restrooms, dive shop and classroom. Use of such Structure, and the Property generally and all Structures located thereon hereafter, is hereby restricted to public marina related uses. No use other than public marina related uses shall be allowed on the Property.

ARTICLE III
PUBLIC ACCESS TO MARINA

There is currently a Marina with docks and twenty-four (24) boat slips at the Property. Grantor hereby grants to County, on behalf of the general public, the right of access to and use of the Marina. Grantor reserves the right to establish all rules and terms or conditions of operation of the Marina, but when open during normal hours of operation, the Marina shall be open to the public and the public shall have access thereto. Grantor may restrict access to the Marina after normal business hours for security reasons. Nothing contained in this Easement shall prohibit Grantor from implementing reasonable security measures to monitor and regulate (but not prohibit or unreasonably restrict) public access to the Marina during normal business hours.

The Grantor presently has eight (8) boat slips available, in use as Charter/Commercial Charter boat operators, and shall continue to make available a minimum of eight (8) boat slips for the purpose of Charter/Commercial operations. Charter/Commercial boat slips that are not leased within ninety (90) days of the boating season, which for the purposes hereof shall be deemed to begin October 1st

of each year, may be utilized for other public purposes by Grantor including leasing to private boat owners for the remainder of the boating season. Grantor shall exercise diligent effort at the beginning of each season to ensure it continues to make available the (8) Charter/Commercial boat slips presently occupied for continued charter commercial use. The Grantor shall make the remaining sixteen (16) boat slips available for lease to the general public, which may include boat slips leased on a transient or long term basis. In the event that more boat slips are added or constructed in the future, these additional boat slips shall also be available for lease to the general public.

The Grantor shall manage the leasing operation of the Marina and shall establish rental rates not more than market rent. However, in the event that the Grantor no longer desires to operate the Marina the Grantor must advise Palm Beach County prior to any changes in management control.

Grantor shall maintain and operate the Marina on a continuous basis subject to the right of the Grantor to temporarily close the Marina for the purpose of maintenance and/or replacement of the improvements, which constitute the Marina. Any such maintenance and/or repair shall be commenced promptly and be diligently completed.

ARTICLE IV PARKING

There are currently forty-two (42) parking spaces on the Property. Grantor shall maintain the existing number of parking spaces for the patrons of the Marina and other improvements on the Property and, provided the Restaurant Parcel remains in use as a public restaurant, for use by patrons of the Restaurant Parcel. Grantor hereby grants to County, on behalf of the general public, the right of access to and use of the parking at the Property. Such parking shall be available for public use at the Property in such locations and upon such terms, rates and conditions as may be established by Grantor from time to time. Parking for all uses on the Property shall be provided as required by the City of Boynton Beach, Florida.

It is understood and agreed that nothing contained in the easement granted herein shall be permitted or deemed to supersede, alter or interfere with the rights granted to DSS Properties L.C. by that certain Grant of Easement dated March 15, 2006, from the Boynton Beach Community Redevelopment Agency to DSS Properties, L.C., recorded in Official Records Book 20065, Pages 1142-1152 of the Official Records of Palm Beach County, Florida.

ARTICLE V
FUTURE DEVELOPMENT

Grantor agrees that no development will occur on Property other than future construction or renovation in conformance with the restrictions set forth herein. Any such future construction or renovation shall not exceed three (3) stories in height. Grantor shall not permit any development on the Property to infringe upon or intrude into the airspace above the Property. No additional development of the Property shall occur, nor shall any further improvements or alterations be made to the Property which materially alter the current Marina, or which otherwise impairs, restricts, eliminates or impacts the existing marina uses upon the Property and the access of the public thereto.

ARTICLE VI
INSURANCE

Grantor shall maintain insurance against loss or damage to the improvements to which the public has access pursuant to this Easement including, without limitation, the Marina by fire and the risks covered by insurance of the type now known as "fire and extended coverage," and including windstorm, in an amount at least equal to replacement cost or the maximum amount available, whichever is less, subject to deductibles as determined by Grantor. Grantor shall also maintain flood insurance coverage on the Marina under the federal flood insurance program in an amount at least equal to replacement cost or the maximum amount available, whichever is less, subject to deductibles as determined by Grantor. All insurance proceeds derived from casualty claims shall be used by Grantor to repair or replace the damaged improvements. In the event of any casualty, Grantor shall, at Grantor's expense, regardless of whether such casualty is covered by insurance or, if so, whether the proceeds of such insurance are sufficient to pay the cost of such repairs, promptly commence to repair any damage to the Marina, and thereafter diligently pursue such repair to completion using materials of like kind and quality or better.

ARTICLE VII
ENFORCEMENT RIGHTS

In the event of a default, breach or violation of any term, condition, covenant or restriction contained in this Easement (a "Default"), County shall be entitled to seek to enjoin the Default and seek specific performance of the terms of this Easement and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise. Each right and remedy of County provided for in this Easement shall be cumulative and shall be in addition to every other right or remedy provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the

exercise by County of any one or more of the rights or remedies provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by County of any or all other rights or remedies provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE VIII
PROPERTY TRANSFER RESTRICTION

Grantor agrees not to sell, assign, convey or otherwise transfer the Property to a non-governmental entity without the written consent of the County. Grantor acknowledges that said written consent may be conditioned on, among other things, receipt of an Opinion of Bond Counsel to the effect that the proposed transaction (a) will not result in a prohibited use of Bond proceeds under the Resolution and the November 2, 2004, referendum authorizing the issuance of the Bonds, and (b) will not adversely affect the exclusion of interest on the Bonds from the gross income of the holders thereof for federal income tax purposes. For purposes of this paragraph, all capitalized terms shall have the meanings ascribed to such terms in that certain resolution adopted by the County on February 7, 2006, authorizing the issuance of its \$50,000,000 General Obligation Bonds (Waterfront Access Projects), as said resolution may from time to time be amended and supplemented.

ARTICLE IX
GENERAL AND PROCEDURAL PROVISIONS

9.1 Declaration Runs with the Land. The covenant, reservations, restrictions and other provisions of this Easement shall run with the land and bind the Property and shall inure to the benefit of the County and shall burden Grantor, its legal representatives, heirs, successors and assigns in perpetuity.

9.2 Severability. If any term, covenant, condition, restriction or other provision of this Easement is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Easement all of which shall remain in full force and effect.

9.3 Number and Gender. Wherever in this Easement the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

9.4 Title Warranty. Grantor hereby fully warrants its title to the Property and represents that it is lawfully seized of Property in fee simple and has good right and authority to grant this Easement and that the property is free and clear of any mortgage, lien or other encumbrance which may impair the enforceability of this Easement and agrees to defend County against the claims of all persons whomsoever.

9.5 Non-Discrimination. Grantor agrees that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination at the facilities required to be operated by this Easement.

9.6 Recording. County shall have the right to record this Easement in the public records of Palm Beach County and to re-record this Easement as and when County deems necessary to ensure its continued enforceability. Any re-recording of this Easement shall automatically be deemed to relate back to the original recording date of this Easement and to have priority over instruments recorded subsequent to the original recording date of this Easement.

9.7 Recitals. The recitals contained herein are true and correct and incorporated herein by reference.

9.8 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

9.9.1 County:

Property & Real Estate Management Division
Director
3200 Belvedere Road
Building 1169
West Palm Beach, Florida 33406-1544

This is not a certified copy

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401
Attention: Real Estate

9.9.2

Grantor:

Boynton Beach CRA
639 Ocean Avenue, Suite 103
Boynton Beach, FL 33435

With a copy to:

CRA Attorney
Kenneth G. Spillias
Lewis, Longman & Walter, P.A.
1700 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, FL 33401

With a copy to:

City of Boynton Beach
915 South Federal Highway
Boynton Beach, FL 33435

With a copy to:

Boynton Beach Attorney's Office
915 South Federal Highway
Boynton Beach, FL 33435

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

9.9 Governing Law/Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a

state court of competent jurisdiction in Palm Beach County, Florida.

9.10 Entire Understanding. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

9.11 Amendment. No amendment shall be effective unless the same is in writing and signed by Grantor, its successors and assigns and County. For purposes of amendment, Grantor's successors and assigns shall not include owners of residential condominiums constructed on the Property.

9.12 Time of Essence. Time is of the essence with respect to the performance of every provision of this Easement in which time of performance is a factor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This is a true and correct copy

Executed and delivered this 8 day of AUGUST, 2006.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 168, Part III, F.S.

Stormet Norem
Signature of Witness

STORMET NOREM
Print Name of Witness

Robert T. Reardon
Signature of Witness

Robert T. Reardon
Print Name of Witness

By: Henderson Tillman
Signature

Henderson Tillman
Print Name

Its: CHAIRMAN
Print Title

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing was sworn to and subscribed before me this 8th day of August, 2006, by Henderson Tillman, the Boynton Beach Community Redevelopment Agency, who personally appeared before me, and he is [check one:] personally known to me OR produced the following as identification: _____.

Susan E. Harris
NOTARY PUBLIC, STATE OF FLORIDA

[NOTARIAL SEAL]

My Commission Expires: 9/23/07

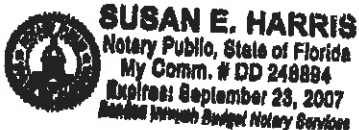


EXHIBIT "A"
LEGAL DESCRIPTION

Parcels of land lying in Section 27, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, said land being and lying in the Plat of Casa Loma as recorded in Plat Book 11, Page 3 of the Public Records of Palm Beach County, Florida, said land being more particularly described as follows:

Parcel 1

That portion of the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, lying North and West of the Concrete Seawall shown on Boundary and Location Survey prepared by Sun-Tech Engineering, Inc., Job No. 05-2925 dated April 18, 2005 and signed by Mark A. Higgins, PSM No. 4439.

Together With:

The submerged lands of that portion of the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, lying South and East of the Concrete Seawall shown on Boundary and Location Survey prepared by Sun-Tech Engineering, Inc. Job No. 05-2925, Dated April 18, 2005 and signed by Mark A. Higgins, PSM No. 4439.

Less except therefrom a portion of Lots 10, 11 and 12 described as follows: Beginning at the Southwest corner of said Lot 12; thence North 89°57'20" East, along the South line of said Lots 10, 11 and 12, a distance of 115.13 feet; thence North 0°02'40" West, a distance of 69.44 feet to a point on a line 69.44 feet North of and parallel to the South line of said Lots 10, 11 and 12; thence South 89°57'20" West along said parallel line, a distance of 117.46 feet to a point on the West line of said Lot 12; thence South 1°58'03" East along said West line, a distance of 69.48 feet to the point of beginning.

Parcel 2

The South one-half (S.1/2) of a 55.00 foot abandoned Right-of-Way of Casa Loma Boulevard, lying North and adjacent to the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, as shown on the plat of Casa Loma, recorded in Plat Book 11, Page 3, Public Records of Palm Beach County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION

The East 16 feet of lot 4 and all of lots 1 through 3, as shown on the Plat of Casa Loma, Recorded in Plat Book 11, Page 3, Public Records of Palm Beach County, Florida.

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Boynton Beach

The “Intracoastal Waterway” project reflects a long-standing desire on the part of the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency to develop a true downtown, live-work destination. To this end, the public investments provided thus far to jump-start the overall development of this 30 acre+ mixed-use community have been significant and have stimulated significant subsequent private sector investment. In March 2006, for example the CRA purchased the Boynton Harbor Marina located on the Intracoastal waterway. The now public marina is a key anchor linking the downtown area to the water and provides a unique waterfront destination activity node. The CRA has purchased additional land along the waterfront to enhance public access, recreational opportunities and provide additional parking. Approximately \$25 million in public sector investments have helped to attract over \$100 million in private sector investment to date. CRA officials suggest hundreds of full-time jobs will be created at build-out.



General location map for the Boynton Beach marina village

The core elements of this waterfront redevelopment master plan include:

- Improving public access
- Creating a destination
- Improving infrastructure
- Preserving traditional marine industries
- Upgrading boater services
- Protecting the natural environment



Project location map for the Boynton Beach marina village

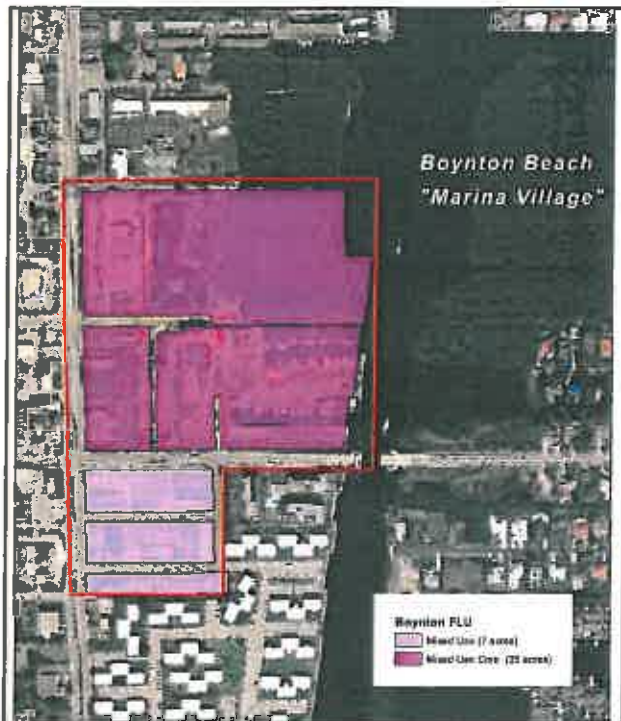
SUSTAINABLE ECONOMICS

Two major private sector developments have been implemented on east Boynton Beach Boulevard – the completed Marina Village project and the Promenade, which is currently under construction. These developments will add much-needed housing to this downtown core. Marina Village is slated to develop approximately 387 units and the Promenade is slated to develop 400 units. The City has an array of economic incentives to promote community revitalization of its downtown core including workforce housing and façade improvement programs.

Important challenges and opportunities are identified below which provide context for the continued development of the Boynton Beach Marina Village. Importantly, the City and CRA have focused on developing the marina village as a family-friendly mixed-use entertainment district. This clarity of vision will help to drive the implementation plan forward.



Location map for public and private projects within the Boynton Beach CRA district along with city landmarks



Generalized future land use map designations for the properties within the Boynton Beach marina village



The Boynton Beach marina villages offers the most potential development density of the five analyzed in this report.

Total Economic Benefit

The potential economic benefits of the build-out at this marina village is limited to the redevelopment area indicated on the map on the preceding page, which represents approximately 42 acres. The estimated economic benefits (see Table 16) are based upon a proposed development program of 379 condominium units and 36,000 square feet of new commercial/retail facilities.



Boynton's recent waterfront projects such as Waterside (above) and Marina Village (to left) are highly amenitized and cater to affluent buyers.

Boynton Beach Marina Village
Project Overview

Development Stage – Developing

Challenges

- Tertiary office market
- Critical mass of downtown housing/residents is missing
- Excess office space inventory and slow absorption
- Lack of town center / City identity

Opportunities

- CRA/City economic incentive package
- Robust workforce housing program
- Significant public sector infrastructure investment program

Catalytic Potential – Medium / High

Boynton Beach Marina Village
Total Economic Benefit

Impact Summary*		
New Jobs	Personal Income	Gross Regional Product ¹
230	\$14.3 million	\$13.7 million
1. Estimate of the annual increase in Palm Beach County's Gross Regional Output		

Table 16: Boynton Beach Total Economic Benefit.

KEY FINDINGS AND RECOMMENDATIONS

The study has identified a number of key findings in the preceding analysis that examined the ICW corridor from a macro perspective and at the smaller unit of analysis – the marina village. Along the Intracoastal Waterway as a whole, the importance of preserving and enhancing the working waterfront as well as commercial and recreational uses was noted. Within the tighter focus area represented at each of the economically-focused marina villages, the analysis presented opportunities and challenges that would need to be addressed to realize each of the unique development/redevelopment visions proposed. Chief among these issues is striking the right balance between the desire for public access to the Intracoastal and the upland and water-dependent needs of marine industries at working waterfronts. The following recommendations are intended to support and enhance the economic development potential of the Intracoastal Waterway as a whole and the economic base surrounding the marina villages.

Improve Understanding and Enhancement of the Marine Industries Cluster

- Identify and examine key industry sectors that could comprise a marine-industries cluster.
- Initiate a county-wide effort to track the number and classifications of marine-related jobs (by North American Industry Classification System [NAICS] Code) over multiple years to develop a better understanding of this job sector.
- Encourage the marine industries be officially recognized and adopted as a cluster to be cultivated within Palm Beach County and the Region.
- Undertake a detailed marine industries cluster study to determine the strength and growth potential of the cluster.

Support a Highly Skilled and Educated Marine Industries Workforce

- Support regional workforce initiatives designed to assess marine industries workforce readiness and use that information to expand training opportunities for current and future employees.
- Consider creating a region-wide funding mechanism to support the development of specifically targeted marine industry job training programs.
- Develop incentives for marine industry job creation, including:
 - Hands-on internship and apprenticeship programs; and
 - Hands-on training workshops (on-site and off-site) to introduce potential employees to marine industry opportunities.

Adopt "No Net Loss" Policy to Discourage Conversion from Marine Industry to Other Uses

- Support continued efforts at the state, regional, and local level to preserve and enhance working waterfronts including:
 - Direct purchase of key waterfront property by a local government,
 - Sale of development rights to a local government or other non-profit entity, thereby reducing the property tax burden; and



February 14, 2012

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, FL 33401

Dear Honorable Commissioners,

This letter shall serve as support for the Boynton Beach CRA's Boynton Harbor Marina Master Plan which includes the redevelopment of the existing building into a green space area.

This area will serve all of the marine businesses within the area by providing seating and shade for their customers to wait for boat rentals, dive trips and charters.

The Boynton Harbor Marina Master Plan was approved by the CRA and the City Commission. Additionally, the Master Plan is consistent with intent of the Waterfront Preservation and Access Bond Program and the Intracoastal Waterway Plan for Palm Beach County.

We respectfully request that the Board of County Commissioners support the CRA plan for the redevelopment of the Boynton Harbor Marina.

Sincerely,

Woodrow Hay, Chair

William Orlove, Vice Chair

Marlene Ross

Steven Holzman

Mark Karageorge

James Buchanan