

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	April 7, 2009	(X) Consent	() Regular
		() Ordinance	() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment to the Lease Agreement (R2007-1539) with the City of Lake Worth for the management of the Snook Islands Natural Area for a 99-year Lease term.

Summary: This Amendment to the Lease Agreement (R-2007-1539) provides for an extended 99-year lease for the management and maintenance of the 100 acre Snook Islands Natural Area situated along the eastern shore of the Lake Worth Municipal Golf Course. District 3 (SF)

Background and Justification: In 2003, the County and City of Lake Worth partnered with others to construct the Snook Islands Natural Area at a cost of approximately \$17.5 million dollars. Components of the project consisted of: 1) 40 acres of shallow-water areas conducive for seagrass recruitment, 2) 4.0 acres of restored mangrove fringe and Spartina habitats, 3) 10 acres of new mangrove wetlands, 4) 2.3 acres of oyster reefs, and 5) 43.9 acres of deep water and flushing areas.

On September 11, 2007 the County and the City of Lake Worth entered into a lease agreement (R-2007-1539) to manage the 100 acre site in addition to constructing a public use facility within the southern portion of the site. The City's Charter provides for a maximum term of 20 years on all leases and agreements, therefore the initial term of the lease agreement was for 19 years, 11 months. To accommodate the County's request for a 99-year lease, the City placed a referendum before the registered voters during the November 4, 2008 general elections. The 99-year term lease was approved by the voters and ratified by the City Commission on February 3, 2009.

Attachments:

1. Lease Amendment
2. Lease (pgs. 1, 3, 10, 11)

Recommended by:

Richard E. Wainly
Department Director

3/9/09
Date

Approved by:

[Signature]
County Administrator

3/23/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
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 _____
Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

Annual maintenance costs are estimated at \$2,000 and are paid from the Natural Areas Fund. 1226-380-3162-3401

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

John D. ... 3-16-09
OFMB (100) SJ CN
3/15/09 3/13/09 3/11/09

Dr. J. Jacoby 3/17/09
Contract Administrator
3/17/09

B. Legal Sufficiency:

Thomas J. ...
Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

Department Director

C-1084-A
02/03/09 RM
Con-B

**AMENDMENT TO
LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF LAKE WORTH**

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into on this _____ day of _____, 2009, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the "City", and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County". The City and the County shall hereinafter be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement dated September 11, 2007 (R2007-1539) (the "Lease") for approximately 100 acres of property known as the Snook Islands Natural Area and referred to in the Lease as the City tract; and

WHEREAS, in the Lease, the City agreed to place a referendum before its voters to extend the Lease for a 99-year term; and

WHEREAS, the City placed a referendum before its registered voters on the November 4, 2008 ballot, and the voters approved the Lease extension providing for a 99-year Lease term; and

WHEREAS, the parties wish to amend the Lease to provide for a 99-year Lease term.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease. Any reference to "Lease" contained herein shall include all amendments thereto.

2. Section 6. Of the Lease is modified to extend the term of the Lease to September 11, 2106, to provide for a full 99-year lease.

3. All other terms and conditions of the Lease shall remain the same.

The remainder of this page is intentionally left blank.

3

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Lease Agreement on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA
BY:

_____, Clerk

BY: _____
Deputy Clerk

BY: _____
John F. Koons, Chairman

DATE: _____

DATE: _____

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

DATE: _____

APPROVED AS TO TERMS AND
CONDITIONS:

BY: Richard E. Walesky
Richard E. Walesky, Director
Department of Environmental
Resources Management

DATE: 3/9/09

ATTEST:

CITY OF LAKE WORTH, FLORIDA,
BY ITS COMMISSION

BY: Daniela Lopez
Clerk

BY: Jim [Signature]
Mayor

DATE: Feb. 3, 2009

DATE: Feb. 3, 2009

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: Larry J. Kane
City Attorney

DATE: Feb. 3, 2009



4

**LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF LAKE WORTH**

Attachment 2

THIS LEASE AGREEMENT is made and entered into on this SEP 11 2007 day of 2007, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the "City", and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County". The City and the County shall hereinafter be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, the City owns an approximate 100 acre tract of real property that is located within the boundaries of the Snook Islands Natural Area (the "City tract"); and

WHEREAS, this area was dredged in the early 1920's to provide fill for the City's municipal golf course situated along the western shore of Lake Worth Lagoon resulting in the creation of a large deep hole contributing to poor water quality and providing minimal habitat value; and

WHEREAS, the western shore along the golf course has suffered ongoing erosion due to the creation of this hole; and

WHEREAS, the City has been an ongoing supporter of a project that would improve the water quality of the Lagoon as well as stabilize this area of shoreline; and

WHEREAS, an environmental restoration project along that reach of shoreline was a priority project identified in the Lake Worth Lagoon Management Plan endorsed and approved by the County and municipalities that border the Lake Worth Lagoon, including the City of Lake Worth; and

WHEREAS, the County, City, Florida Inland Navigation District ("FIND"), United States Army Corps of Engineers, and Florida Department of Environmental Protection partnered to fund, design, and build the Snook Islands Natural Area environmental restoration project at a cost of approximately \$17.5 million dollars; and

WHEREAS, both the County and the City deem that it is in the best interest of the residents and citizens of Palm Beach County and the City of Lake Worth to maintain and manage the City tract as a natural area, and to preserve the City tract and its associated biological communities in their natural state for future generations as examples of intact native Florida ecosystems; and

the County will also maintain the floating docks to be constructed as provided herein, which will extend to a point approximately 500 feet south of the City tract. Such floating docks are also depicted in **Exhibit "A"**.

4. The County and City hereby agree to cooperate in the construction of public access features including kiosk(s), a boardwalk, a fishing pier, and floating docks and in the demolition of the western portion of the existing Lake Worth bridge. Upon agreement of the parties, the City agrees to demolish the western portion of the existing Lake Worth bridge at its own expense. At the City's request, the County agrees to assist the City in applying for available grants to fund the removal of the western portion of the existing Lake Worth bridge. Once the City provides the necessary funding to complete the demolition of the bridge, the County agrees to construct the agreed to public access features at its own expense, subject to the availability of funds. In the event that the City is unable to provide the funds necessary to demolish the western portion of the existing Lake Worth bridge, the County will not be obligated to construct any public access features pursuant to this Lease Agreement; however, the County will continue to manage the City tract as a natural area pursuant to this Lease Agreement. In the alternative, in the event that the City is unable to provide the funds necessary to demolish said bridge, the County may fund the demolition of said bridge, and this Lease Agreement will remain in affect in all other respects.

5. The City hereby leases and the County hereby accepts the lease from the City of the City tract depicted in **Exhibit "A"**. The City tract shall consist of the real property depicted in **Exhibit "A"** together with any current or future improvements thereon. The County shall pay the City rent at the rate of \$1.00 per year. All rent due hereunder shall be payable in advance on or before the Effective Date and on each anniversary thereafter during the term of this Lease. The County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with the annual rent. Payment of rent will be made upon the receipt of an invoice from the City mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to the City at 7 North Dixie Highway, Lake Worth, FL 33460

6. The term of this Lease Agreement shall commence upon signature by both parties ("the Effective Date") and shall be for a period of nineteen years and eleven months. In accordance with the City's Charter, the City shall place a referendum before registered voters within three years of execution of the Lease Agreement to provide for a full 99-year lease term. The parties understand that the County wishes to manage the City tract according to the terms of this Lease Agreement for a period of 99 years, and the City, therefore, agrees to use its best efforts to call for a referendum that will extend the term of the Lease for a full 99-year lease term.

7. The County hereby agrees to manage the City tract as a natural area and to design and construct public use features within and adjacent to the City tract in

hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

43. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, age, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease Agreement.

44. Construction. No party shall be considered the author of this Lease Agreement since the parties hereto have participated in drafting this document to arrive at a final Lease Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

45. Recording. The City shall record this Lease Agreement in the public records of Palm Beach County, Florida.

46. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease Agreement by reference.

47. Hazardous Substances. The County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

48. Entirety of Agreement. This Lease Agreement shall be deemed to be the sole agreement between the parties, and no prior agreements or other prior writings shall supersede that which is contained in this Lease Agreement. The Lease Agreement may be amended only by written document executed by both parties.

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

R2007 1539

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Palm Beach County, Clerk

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY:

J. Tracy Powell
Deputy Clerk

BY:

Addie L. Greene
ADDIE L. GREENE, Chairperson

DATE:

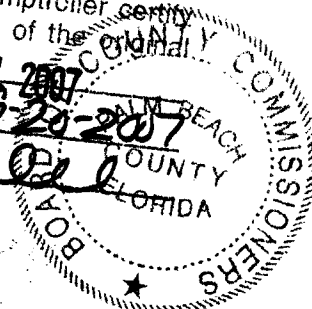
SEP 11 2007

DATE:

SEP 11 2007

(SEAL)

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, certify
this to be a true and correct copy of the original
filed in my office on SEP 11 2007
dated at West Palm Beach, Fla. on 9-29-2007
By: *J. Tracy Powell*
Deputy Clerk



7

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: *Monica T...*
Assistant County Attorney

DATE: 8/30/07

APPROVED AS TO TERMS AND
CONDITIONS:

BY: *Richard E. Walesky*
Richard E. Walesky, Director
Dept. of Environmental Resources Management

DATE: 8/17/07

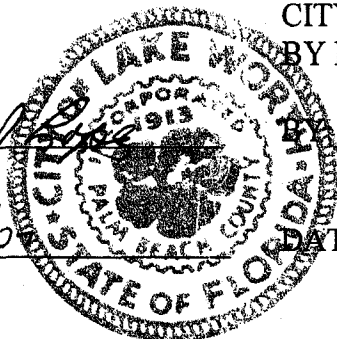
ATTEST:

CITY OF LAKE WORTH, FLORIDA,
BY ITS COMMISSION

BY: *Camela...* Clerk *J. J....* Mayor

DATE: 7/25/07 DATE: 7/25/07

(SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: *Larry J. Kains*
City Attorney

DATE: 7-23-07