

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **March 9, 2010** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Facilities Development & Operations**


I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: a First Amendment to Lease Agreement (R2007-0395) dated March 13, 2007, with Tallman, LLC to suspend for one (1) year the 3.5% annual rental increase, reduce the current rent by 10% and exercise the second of four, one (1) year renewal options for approximately 10,990 SF within the Murphy Towing Complex located at 6907 Southern Boulevard in unincorporated Palm Beach County at an annual rate of approximately \$92,553.84.

Summary: The County, on behalf of Palm Beach County Sheriff's Office (PBSO), currently leases approximately 4,990 SF of indoor storage warehouse building and approximately 6,000 SF of a paved outdoor storage area within the Murphy Towing Complex, located at 6907 Southern Boulevard in unincorporated Palm Beach County, for the operation of both indoor and outdoor secured vehicle storage. The initial term of the Lease Agreement was for two (2) years ending on March 28, 2009, with four (4) extension options, each for a period of one (1) year. On January 13, 2009 the Board exercised its first extension option (R2009-0095) extending the term through March 28, 2010. This First Amendment will exercise the second extension option, extending the term of the Lease Agreement for one (1) year from March 29, 2010, through March 28, 2011, suspend for one year the 3.5% annual rent increase and reduce the current annual rent of \$102,837.60 by 10% to \$92,553.84. This Amendment will provide a total savings of \$13,883.08. **(PREM) District 2 (HJF)**

Background and Justification: This Lease provides for annual 3.5% rental increases. Due to the current economic conditions, Staff requested, and the Landlord agreed, to reduce the rent and abate the annual rental increases for one (1) year. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County. Tallman, LLC, a Florida limited liability company, the landlord, provided the Disclosure of Beneficial Interest attached hereto. This Disclosure identifies the ownership interests in Tallman, LLC, as Harold G. Murphy its Managing Member with 100% membership interest.

- Attachments:**
1. Location Map
 2. First Amendment
 3. Budget Availability Statement
 4. Disclosure of Beneficial Interest

Recommended By:  2/17/10
 Department Director **Date**

Approved By:  3/3/2010
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$47,023.32</u>	<u>\$45,530.52</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$47,023.32</u></u>	<u><u>\$45,530.52</u></u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget: Yes <input type="checkbox"/> X No <input type="checkbox"/>					
Budget Account No:	Fund <u>0001</u>	Dept <u>164</u>	Unit <u>1604</u>	Object <u>4410</u>	Ad Valorem _____
	Program _____				

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

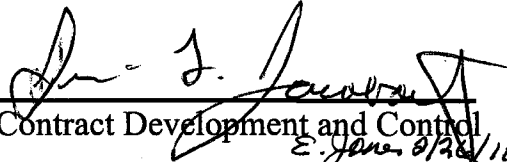
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

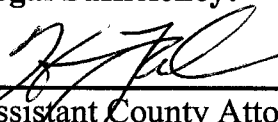


 OFMB
 3/2/10
 3/2/10



 Contract Development and Control
 3/2/10
 E. Jan. 8/20/10

B. Legal Sufficiency:



 Assistant County Attorney
 3/2/10

This amendment complies with our review requirements.

C. Other Department Review:

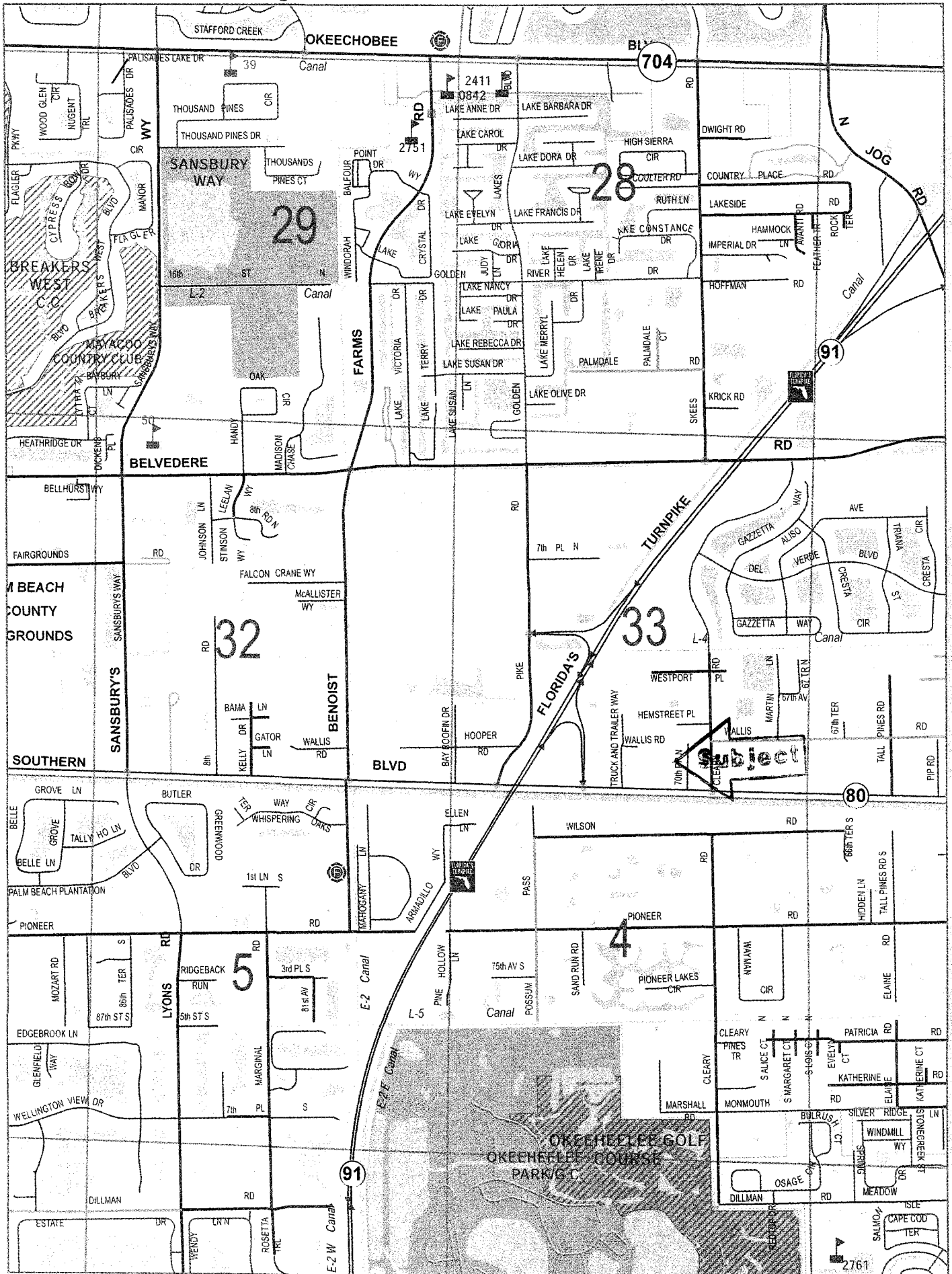
Department Director

This summary is not to be used as a basis for payment.

T43

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T44



LOCATION MAP

ATTACHMENT #1



FIRST AMENDMENT TO LEASE AGREEMENT

between

TALLMAN, LLC

A FLORIDA LIMITED LIABILITY COMPANY

(Landlord)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

ATTACHMENT #2

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment"), made and entered into _____, by and between **TALLMAN, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

WITNESSETH:

WHEREAS, Landlord and County entered into that certain Lease Agreement dated March 13, 2007 (R2007-0395) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on March 29, 2007, for a term of two (2) years with four (4) successive one (1) year extension options; and

WHEREAS, County exercised its first option to extend the Lease on January 13, 2009 (R2009-0095), thereby extending the term of the Lease from March 29, 2009, through March 28, 2010; and

WHEREAS, County wishes to exercise its second option to extend the Lease from March 29, 2010, through March 28, 2011; and

WHEREAS, County has requested a reduction in the rental rate for the extension period, and Landlord has agreed to suspend the scheduled rate increase for the one year extension of the Lease and reduce the rental rate.

NOW THEREFORE, in consideration of the rents, mutual covenants, and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Pursuant to Section 1.04 of the Lease, County hereby exercises its option to extend the Term for a period of one (1) year from March 29, 2010, through March 28, 2011 (the "Second Renewal Term").

3. The parties agree that commencing on March 29, 2010, the Annual Rent shall be reduced by 10% for the Second Renewal Term to a new annual gross rental rate of Ninety-Two Thousand Five Hundred Fifty-Three and 84/100 Dollars (\$92,553.84). If County exercises its option at the expiration of the Second Renewal Term, the foregoing reduced rental amount shall be adjusted on March 29, 2011, as provided in Section 2.02 (and each Adjustment Date thereafter provided County exercises its options).

4. The County's address for notices in Section 16.05 is revised as set forth below:

- (b) If to the County at:
Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

The address for copies remains unchanged.

5. Landlord represents that simultaneously with Landlord's execution of this First Amendment, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "A" and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the First Amendment, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

6. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

7. Except as set forth herein, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, Landlord and County have executed this First Amendment, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

LANDLORD:

TALLMAN, LLC, a Florida limited liability company

Brenda Hastings
Witness

By: Harold G. Murphy
Harold G. Murphy

Brenda Hastings
Print Name

Title: Managing Member

Laureen M. Day
Witness

Laureen M. Day
Print Name

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

COUNTY:
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Burt Aaronson, Chair

APPROVED AS TO TERMS
AND CONDITIONS

By: Keith Anthony Wolf
Department Director

EXHIBIT "A"

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/18/2009

REQUESTED BY: Richard C Bogatin, Property Specialist, PREM

SENT TO: Larry Schaner, Fiscal Manager II, FD&O

PROJECT NAME: Amendment No. 1/ Opt #2, PBSO Impound Lot

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO

BUDGET ACCOUNT NO:

FUND: 0001 DEPT: 164 UNIT: 1604 OBJ: 4410 PROGRAM:

FIVE YEAR SUMMARY OF FISCAL IMPACT

FISCAL YEARS	2010	2011	2012	2013	2014
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS (rent)	<u>\$47,023.32</u>	<u>\$45,530.52</u>	_____	_____	_____
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$47,023.32</u>	<u>\$45,530.52</u>	_____	_____	_____

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: _____)
- Park Improvement Fund (source/type: _____)
- General Fund
- Operating Budget
- Federal/Davis Bacon

Department: FD+O

ENCUMBRANCE NUMBER:

PROPOSED BCC MEETING DATE: March 09, 2010

BAS APPROVED BY: [Signature] DATE: 12-17-09

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WNN
MURPH-1

DATE (MM/DD/YYYY)
06/17/09

PRODUCER
Chase Insurance Agency Inc
P O Box 17497
Plantation FL 33318-7497
Phone: 954-792-4300 Fax: 954-791-9344

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

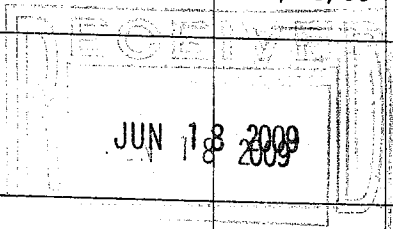
Murphy's Paint & Body Shop LLC
6907 Southern Blvd
West Palm Beach FL 33413

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Century Surety Ins	36951
INSURER B:	State Auto Prop & Casualty	25135
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP2263312-0	06/17/09	06/17/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	CCP597548	06/16/09	06/16/10	AUTO ONLY - EA ACCIDENT	\$ 1,000,000
					OTHER THAN AUTO ONLY: EA ACC	\$ 1,000,000
					AGG	\$ 1,000,000
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	GKPR Legal Liab	CCP597548	06/16/09	06/16/10	\$500 Ded	\$300,000
A	Personal Injury	BAP2263312-0	06/17/09	06/17/10	No Ded	\$10,000




DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Palm Beach County BOCC
Property & Real Estate Mgmt
Attn: Director
2633 Vista Pkwy
West Palm Beach FL 33411-5604

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
A. H. Chase

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS		Sunbiz			
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Previous on List	Next on List	Return To List		<input type="text" value="Entity Name Search"/>	
No Events	No Name History	<input type="button" value="Submit"/>			
Detail by Entity Name					
<u>Florida Limited Liability Company</u>					
TALLMAN, LLC					
<u>Filing Information</u>					
Document Number	L00000015944				
FEI/EIN Number	651080397				
Date Filed	12/21/2000				
State	FL				
Status	ACTIVE				
<u>Principal Address</u>					
6907 SOUTHERN BLVD. WEST PALM BEACH FL 33413-1629 US					
Changed 04/03/2007					
<u>Mailing Address</u>					
13245 COMPTON ROAD LOXAHATCHEE FL 33470-4715 US					
Changed 02/19/2008					
<u>Registered Agent Name & Address</u>					
DAVIS, RICHARD T 901 N. OLIVE AVENUE WEST PALM BEACH FL 33401 US					
Address Changed: 02/25/2006					
<u>Manager/Member Detail</u>					
Name & Address					
Title MGR					
MURPHY, HAROLD G 13245 COMPTON ROAD LOXAHATCHEE FL 33470-4715 US					
<u>Annual Reports</u>					
Report Year Filed Date					
2007	04/03/2007				
2008	02/19/2008				
2009	03/24/2009				
<u>Document Images</u>					

03/24/2009 -- ANNUAL REPORT	View image in PDF format
02/19/2008 -- ANNUAL REPORT	View image in PDF format
04/03/2007 -- ANNUAL REPORT	View image in PDF format
02/25/2006 -- ANNUAL REPORT	View image in PDF format
03/21/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
02/28/2002 -- ANNUAL REPORT	View image in PDF format
04/18/2001 -- ANNUAL REPORT	View image in PDF format
12/21/2000 -- Florida Limited Liabilites	View image in PDF format

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2009 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L00000015944

Entity Name: TALLMAN, LLC

FILED
Mar 24, 2009
Secretary of State

Current Principal Place of Business:

6907 SOUTHERN BLVD.
WEST PALM BEACH, FL 334131629 US

New Principal Place of Business:

Current Mailing Address:

13245 COMPTON ROAD
LOXAHATCHEE, FL 334704715 US

New Mailing Address:

FEI Number: 65-1080397 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

DAVIS, RICHARD T
901 N. OLIVE AVENUE
WEST PALM BEACH, FL 33401 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGR () Delete
Name: MURPHY, HAROLD G
Address: 13245 COMPTON ROAD
City-St-Zip: LOXAHATCHEE, FL 334704715 US

ADDITIONS/CHANGES:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: HAROLD MURPHY

MGRM

03/24/2009

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Harold G. Murphy, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Managing Member of Tallman LLC, a Florida Limited Liability Company, (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 6907 Southern Boulevard, West Palm Beach, Florida, 33413-1629

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

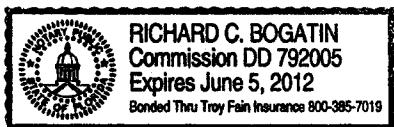
Harold G. Murphy, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 22nd day of JANUARY, 2008 by HAROLD G MURPHY

who is personally known to me or [] who has produced as identification and who did take an oath.

[Signature]
Notary Public

Richard C Bogatin
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 6/5/12

ATTACHMENT #4

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION (As furnished by client)

THE EAST HALF (E 1/2) OF TRACT 70, BLOCK 5, PALM BEACH FARMS CO., PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45 TO 54, INCLUSIVE, LESS THE NORTHERLY 15 FEET THEREOF. LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 70; THENCE N01°22'25"W, ALONG THE EAST LINE OF SAID TRACT 70, A DISTANCE OF 69.13 FEET TO A POINT; THENCE N88°29'03"W, A DISTANCE OF 330.49 FEET TO A POINT; THENCE S01°00'12"E, A DISTANCE OF 73.53 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 70; THENCE N89°01'07"E, A DISTANCE OF 330.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT CONTAINS 190,871.5 SQUARE FEET, MORE OR LESS AND 4.38 ACRES, MORE OR LESS

