Agenda Item #: 3H-9

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	March 9, 2010	[X] Consent [] Ordinance	[] Regular [] 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:

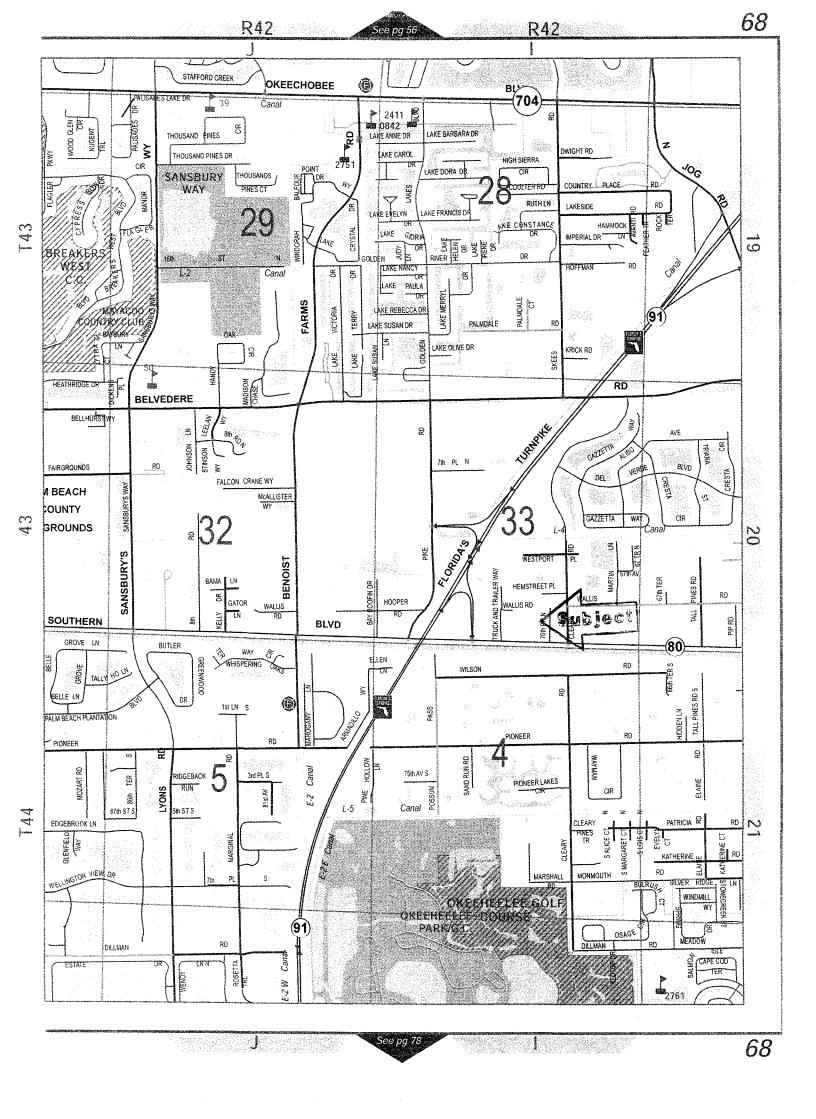
- 1. Location Map
- 2. First Amendment
- 3. Budget Availability Statement
- 4. Disclosure of Beneficial Interest

Recommended By:	Anny Wolf	417(10	
	Department Director	Date .	
Approved By:	Made	3/3/00/0	
	County Administrator	Date	_

II. FISCAL IMPACT ANALYSIS

Α.	Five Year Summary of Fig	scal Impact:				
Fiscal	l Years	2010	2011	2012	2013	2014
Opera Exter Progr In-Ki	tal Expenditures ating Costs thal Revenues than Income (County) and Match (County	\$47,023.32 \$47,023.32	\$45,530.52 \$45,530.52			
# AD]	DITIONAL FTE TIONS (Cumulative)					
Is Ite	m Included in Current Bud	lget: Yes	<u>X</u> N	o		
Budge	et Account No: Fund P	0001 Dept		nit <u>1604</u>	Object	4410 Ad Valore
В.	Recommended Sources of	Funds/Summ	nary of Fiscal	Impact:		
C.	Departmental Fiscal Review	ew:				
		III. <u>REVIE</u>	W COMME	<u>NTS</u>		
Α.	OFMB Fiscal and/or Con	tract Develop	ment Comme	nts:		
	OPMB PROP	Dry.	Contract Deve	Topment and	Control	317/10
В.	Legal Sufficiency: Assistant County Attorney	<u>12/10</u>		amendment compl eview requirement		
C.	Other Department Review	v:				
	Department Director					

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





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)

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:	
Witness	
Brenda Hastings	
Print Name	
Witness / (/ ()	
Mauren MDay	
Print Name	

LANDLORD:

TALLMAN, LLC, a Florida limited

liability company

By: Harold G. Murphy

Title: Managing Member

ATTEST:	
SHARON R. BOCK	COUNTY:
CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By:	By:
Deputy Clerk	Burt Aaronson, Chair
APPROVED AS TO FORM	APPROVED AS TO TERMS
AND LEGAL SUFFICIENCY	AND CONDITIONS
By:	By: Fett Anny Work
Assistant County Attorney	Department Director

EXHIBIT "A"

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: <u>12/18/2009</u>					
REQUESTED BY: Richard C B	ogatin, Prop	perty Specialis	t, PREM		
SENT TO: Larry Schan	er, Fiscal M	lanager II, FD	<u>&O</u>		
PROJECT NAME: Amendment	No. 1/ Opt #	#2, PBSO Imp	ound Lot		
IS ITEM INCLUDED IN CURRE	ENT BUDG	ET: YES	XNO		
BUDGET ACCOUNT NO:					
FUND: <u>0001</u> DEPT: <u>164</u>	UNIT: _10	604_ OBJ: <u>_4</u>	410 PRO	GRAM:	
FIVE YEAR SUMMARY OF FIS	SCAL IMPA	ACT			
FISCAL YEARS	2010	2011	2012	2013	2014
CAPITAL EXPENDITURES		·		·	
OPERATING COSTS (rent)	\$ <u>47,023.</u>	<u>32</u> \$45,530.5	52		· · · · · · · · · · · · · · · · · · ·
EXTERNAL REVENUE					***************************************
PROGRAM INCOME (COUNTY	<i>(</i>)				
IN KIND MATCH (COUNTY)		<u> </u>			· -
NET FISCAL IMPACT	\$ <u>47,023</u>	3.32 <u>\$45,530</u>			
IDENTIFY FUNDING SOURCE I	FOR EACH	ACCOUNT: (check <u>all</u> that	apply)	
Ad Valorem (source/type:					
☐ General Fund	□ Op	erating Budget	П.	———) □ Federal	/Davis Bacon
Department: FO+O					
ENCUMBRANCE NUMBER:					
PROPOSED BCC MEETING DA	TE:/ M	arch 09, 2010			
BAS APPROVED BY:	1 A	1_		_ DATE:_	12-17-09
G:\PROPERTY MGMT SECTION\OUT LEASE\E	BSCHAROLINID		TNO 110 10 010		

ONLY AND CONFERN ON RIGHTS UPON THE CERTIFICATE O Box 17497 Anne: 954-792-4300 Fax: 954-791-9344 UNED MUTCH SPAINT & Body Shop LLC 6907 Southern Blvd West Palm Beach FL 33413 DVERAGES THE POLICES OF RELIGION OF ANY CONTRACT OF OTHER POLICE SECTION WEST PALM BEACH FL 33413 DVERAGES THE POLICES OF RELIGION OF ANY CONTRACT OF OTHER POLICE SECTION WE REQUIREMENT, I HE NEURANCE AFFORDED BY THE POLICE SECTION WE REQUIREMENT, I HE NEURANCE AFFORDED BY THE POLICE SECTION WE REQUIREMENT, I HE NEURANCE AFFORDED BY THE POLICE SECTION OF THE POLICY PRICE OF THE POLICY PRICE ON THE PO	THE POLICE SO PRIMANCE LISTED BLOWNING BEEN ESSED TO THE MOURES NO RIGHTS LIPON THE CERTIFICATE OF MOLDER THIS CERTIFICATE DOES NOT AMBIET SO. ALTER THE COVERAGE APPORED BY THE POLICIES BELOW. NUMBER AS SORTION OF PAX: 954-792-4300 Fax: 954-791-9344 NUMBER AS SORTION OF PAX: 954-792-4300 Fax: 954-791-9344 NUMBER AS CENTURY SURFELY INE 365951 MULTIPHY'S PAINT & BOOK Shop LLC SOLD THE COVERAGE APPORED BY THE POLICIES BELOW. NUMBER AS CENTURY SURFELY INE 365951 MINIBER BETT ON HIGH STREET SHOP AND ADDRESS OF THE POLICY PRINCIPLE AND THE SHOP ADDRESS OF THE POLICY PRINCIPLE AND THE SHOP AND ADDRESS OF THE POLICY PRINCIPLE AND THE SHOP ADDRESS OF THE POLICY PRINCIPLE AND THE POLICY PRINCIPLE AND THE SHOP ADDRESS OF THE POLICY PRINCIPLE AND			A E OF LIABIL		"HEQUISAR"	110111 1	06/17/09
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Florida Limited Liability Company

TALLMAN, LLC

Filing Information

Document Number L00000015944

Date Filed

FEI/EIN Number 651080397

12/21/2000

State

Status

ACTIVE

Principal Address

6907 SOUTHERN BLVD.

WEST PALM BEACH FL 33413-1629 US

Changed 04/03/2007

Mailing Address

13245 COMPTON ROAD LOXAHATCHEE FL 33470-4715 US

Changed 02/19/2008

Registered Agent Name & Address

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

Address Changed: 02/25/2006

Manager/Member Detail

Name & Address

Title MGR

MURPHY, HAROLD G 13245 COMPTON ROAD LOXAHATCHEE FL 33470-4715 US

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Report Year Filed Date

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2009 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L00000015944

Entity Name: TALLMAN, LLC

Secretary of State

Current Principal Place of Business:

New Principal Place of Business:

6907 SOUTHERN BLVD. WEST PALM BEACH, FL 334131629 US

Current Mailing Address:

New Mailing Address:

13245 COMPTON ROAD

LOXAHATCHEE, FL 334704715 US

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

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

FEI Number: 65-1080397

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:

Name:

Address:

City-St-Zip:

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

ADDITIONS/CHANGES:

() Delete

MURPHY, HAROLD G 13245 COMPTON ROAD

Title: Name: () Change () Addition

Address:

LOXAHATCHEE, FL 334704715 US 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

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, <u>Harold G. Murphy</u>, 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.

(Print Affiant Name), Affiant

The foregoing instrument was acknowledged before me this 22 day of Sauce of

RICHARD C. BOGATIN Commission DD 792005 Expires June 5, 2012 Bonded Thru Trey Fein Insurance 800-385-7019 (Print Notary Name)

NOTARY PUBLIC State of Florida at Large

My Commission Expires: 6/3/12

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 NO1°22'25"W, ALONG THE EAST LINE OF SAID TRACT 70, A DISTANCE OF 59.13 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 73.63 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

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Tallman, LLC	6907 Southern Blvd., WP	B 100%
*Harold G. Murphy, is the M	Managing Member of Tallma	n, LLC and owns 100% of
this Limited Liability Compa		
		/ / / / / / / / / / / / / / / / / / / /
