

40-2

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 6, 2012 [ ] Consent [X] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: selection of the proposal submitted by Pope Farms, Inc. as the most responsive to RFP 2011-102-RCB for the lease of the 1900 +/- acre Mecca Property for agricultural/farming purposes.

**Summary:** In December of 2011, Staff issued a Request For Proposals (RFP) to lease the Mecca Property for farming and assume responsibility for maintenance of the entire 1900 acre property, less the approximately 10 acre Water Utilities site. Maintenance of the property costs the County roughly \$250,000/year. The initial term was limited to 5 years to preserve options for disposition of the property. Extension options were allowed, subject to County approval. Three (3) responses to the RFP were received: 1) Pope Farms; 2) Harvest Time Market and Hundley Farms; and 3) Mecca Farms. Pope Farms proposed to lease 750 acres for 5 years with 3 options to extend, each for 5 years, with all options subject to County approval. Pope Farms proposes to grow sugar cane and pay rent at the rate of \$200/acre farmed/year (\$150,000/year). Both Harvest Time Market/Hundley Farms and Mecca Farms proposed to pay \$0 in rent during the first 5 years. Due to Pope's rent payment of \$150,000/year during the first five years, Staff determined it to be the most responsive since options potentially resulting in a higher rent over a longer term are not consistent with the County's efforts to ultimately dispose of the property. Staff reviewed the financial structure of this proposal with bond counsel to ensure that revenue received from this lease will not violate any IRS limitations on private activity revenue under the bonds issued for acquisition and development of the property. (PREM) District 1/Countywide (HJF)

**Background and Policy Issues:** The County acquired the 1900 +/- acre Mecca Property in 2004 for development of a Bio-Tech Research Park to support the Scripps Research Institute. The property has remained vacant since an alternate site was selected for development of Scripps facilities in 2006. Maintenance of the Mecca Property costs roughly \$250,000/year. The Board recently cut funding for security patrols of the property. Placing the property back in agricultural production until such time as the County is able to sell the property at a reasonable price will transfer the burden of maintaining the property to the farmer and will provide an increased level of security for the property.

(continued on page 3)

**Attachments:**

- 1. Location Map
- 2. Disclosure of Beneficial Interests (Pope Farms)
- 3. Proposal Responses: A. Pope Farms  
B. Harvest Time / Hundley Farms  
C. Mecca Farms

Recommended By: Army Wolf Department Director Date: 2/12/12

Approved By: Cheryl Jen County Administrator Date: 2/14/12

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	(\$125,000)	(\$250,000)	(\$250,000)	(\$250,000)	(\$250,000)
<b>External Revenues</b>	(\$75,000)	(\$150,000)	(\$150,000)	(\$150,000)	(\$150,000)
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	(\$200,000)	(\$400,000)	(\$400,000)	(\$400,000)	(\$400,000)
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No  X

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

In addition to the external revenues of \$150,000/year, the County will be relieved of approximately \$250,000/year in maintenance costs.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

_____ OFMB <i>2/16/12</i>	_____ Contract Development and Control <i>2-21-12 B.L.P/hecker</i>
---------------------------------	--

**B. Legal Sufficiency:**

\_\_\_\_\_ *2/24/12*  
 Assistant County Attorney

**C. Other Department Review:**

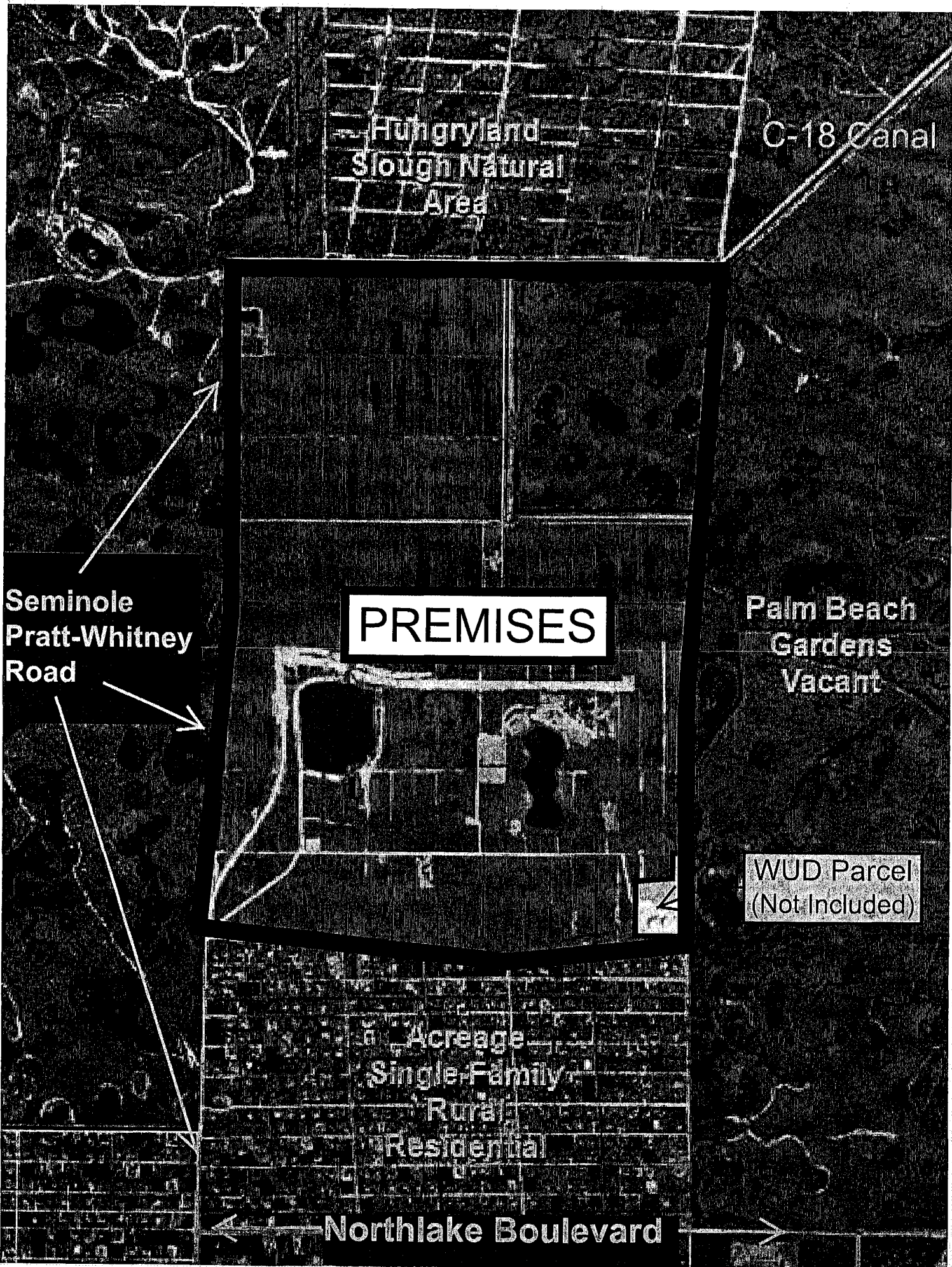
\_\_\_\_\_  
 Department Director

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

**Background and Policy Issues (cont.):** Significant work needs to be done in order to place the property in a condition where it can be farmed. For sugar cane, new ditch work and berming will be required. For row crops, substantially more work will be required, including ditch work, laser leveling and chemical application to adjust the PH of the soil. For any crop, there is only between 750 and 900 acres that can economically be restored to production. Due to the substantial costs that will be incurred in restoring the property for production, the farmers require a minimum of 5 years to recoup their investment, and all of them desire a longer term. However, Staff felt that a term longer than 5 years would unduly restrict the County's ability to market the property for sale.

There were approximately \$175 M in bonds issued in connection with the land, improvements and grant funding for Scripps at Mecca. Of that total amount, approximately \$46 M was attributable to the land acquisition. The bonds currently mature in 2024-2027. The bonds are not secured by the property itself and therefore do not prohibit a sale or lease of the property.

Location Map



**EXHIBIT "E"**  
**(to the Lease)**  
**DISCLOSURE OF BENEFICIAL INTERESTS**

**TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS**

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 Walter R. Pope, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the VICE President (position - i.e. president, partner, trustee) of POPC FARMS, INC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: P.O. BOX 697, PALM BEACH, FL 33476

3. Attached hereto, and made a part hereof, 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 Tenant and the percentage interest of each such person or entity.

4. 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.

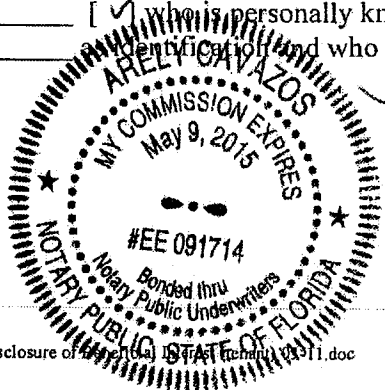
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Walter R. Pope, Affiant

Print Affiant Name: Walter R. Pope

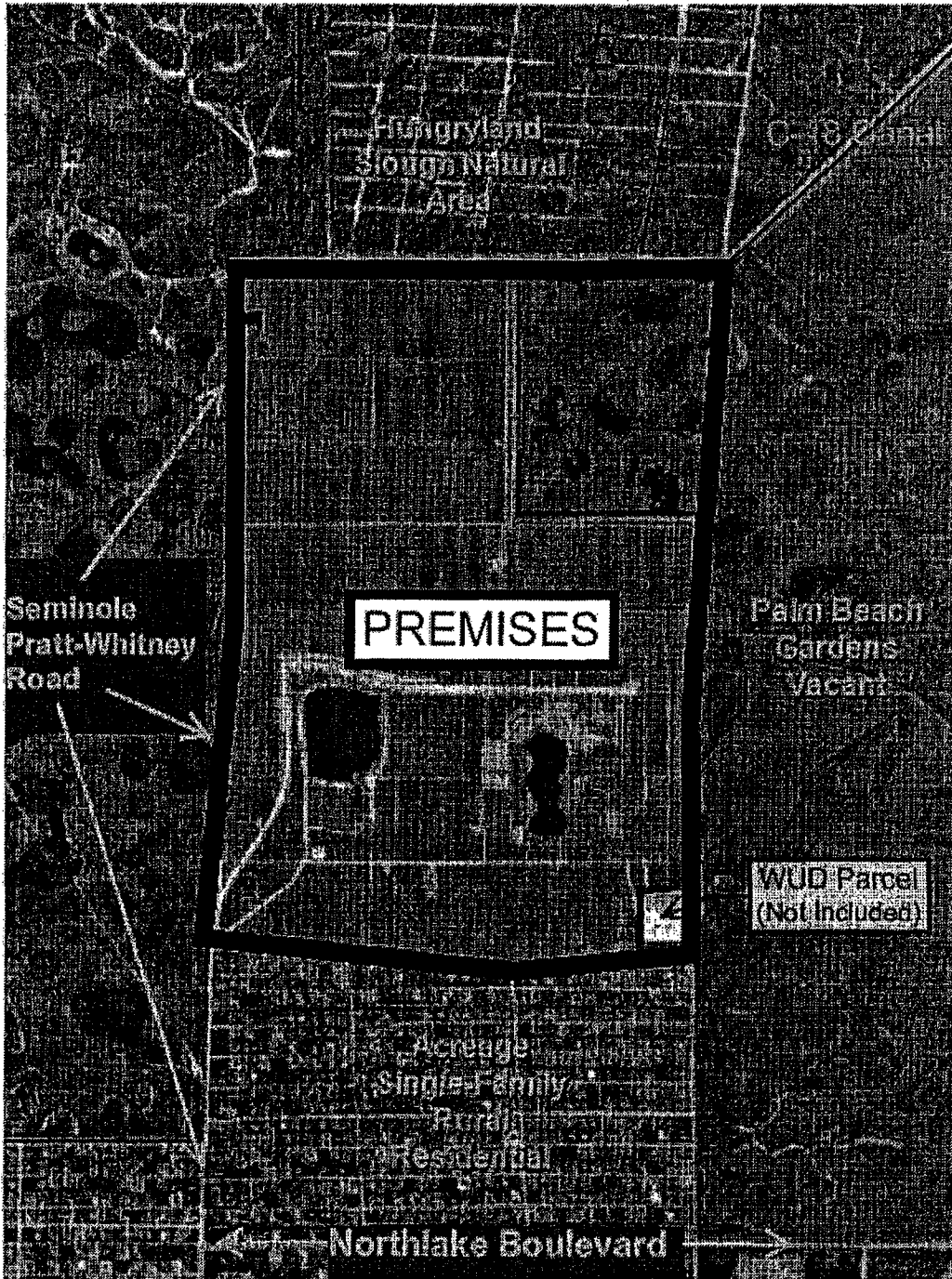
The foregoing instrument was sworn to, subscribed and acknowledged before me this 22 day of FEBRUARY, 2012, by Walter R. Pope [  ] who is personally known to me or [  ] who has produced identification and who did take an oath.



Arcely Cavazos  
Notary Public  
Arcely Cavazos  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 5/9/15

**EXHIBIT "A"**  
**PROPERTY**





**EXHIBIT "E" TO THE RFP**  
**FORMAT FOR RESPONSE**

Items 1-16 below set forth the minimum criteria and information which each of the bids must meet and provide in order to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or to provide the requested information may cause the bid to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

1. Name of Respondent/Firm: Pope Farms, Inc.
2. Principal Office/Mailing Address: Pope Farms, Inc.  
P.O. Box 697  
Panokee, FL 33476
3. Telephone Number: (561)924-9425
4. Contact Person/Title: Walter R. Pope, Vice President
5. Form of Business Entity: Corporation  Joint Venture   
 General Partnership  L.L.C.   
 Limited Partnership  Individual   
 Public Corporation

If other than Individual, specify date of organization: 09/09/2002

6. Name, Address and Percentage Ownership of all individual participants in Respondent's Business Entity:

Name	Address	Percentage Ownership
<u>Barbara Pope</u>	<u>P.O. Box 697, Panokee, FL 33476</u>	<u>51%</u>
<u>Walter R. Pope</u>	<u>P.O. Box 697, Panokee, FL 33476</u>	<u>24.5%</u>
<u>Edward Lewis Pope, III</u>	<u>P.O. Box 697, Panokee, FL 33476</u>	<u>24.5%</u>

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( )

No (✓)

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

8. Proposed Rent for 750 (fill in acres) estimated acres to be farmed as depicted on the attached aerial which shall become Exhibit "A-1" to the Lease:

Total Rent: \$ 150,000.00

Per acre rental rate: 200.00



9. Proposed length of lease term:

5 years

10. Proposed agricultural use of Property:

Sugar Cane with a crop rotation of corn and beans.

Please see attached

11. Attach one (1) copy of proposed water management plan together with one (1) copy of written report from licensed engineer or other drainage professional approved by the Director of PREM.

12. Attach an executed Sworn Statement on Public Entity Crimes (Exhibit "D" to the RFP).

13. If Respondent is going to submit a Drug Free Workplace Certification indicating that Respondent has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes, the executed Drug Free Workplace Certification (Exhibit "F" to the RFP) must be submitted with the Proposal.

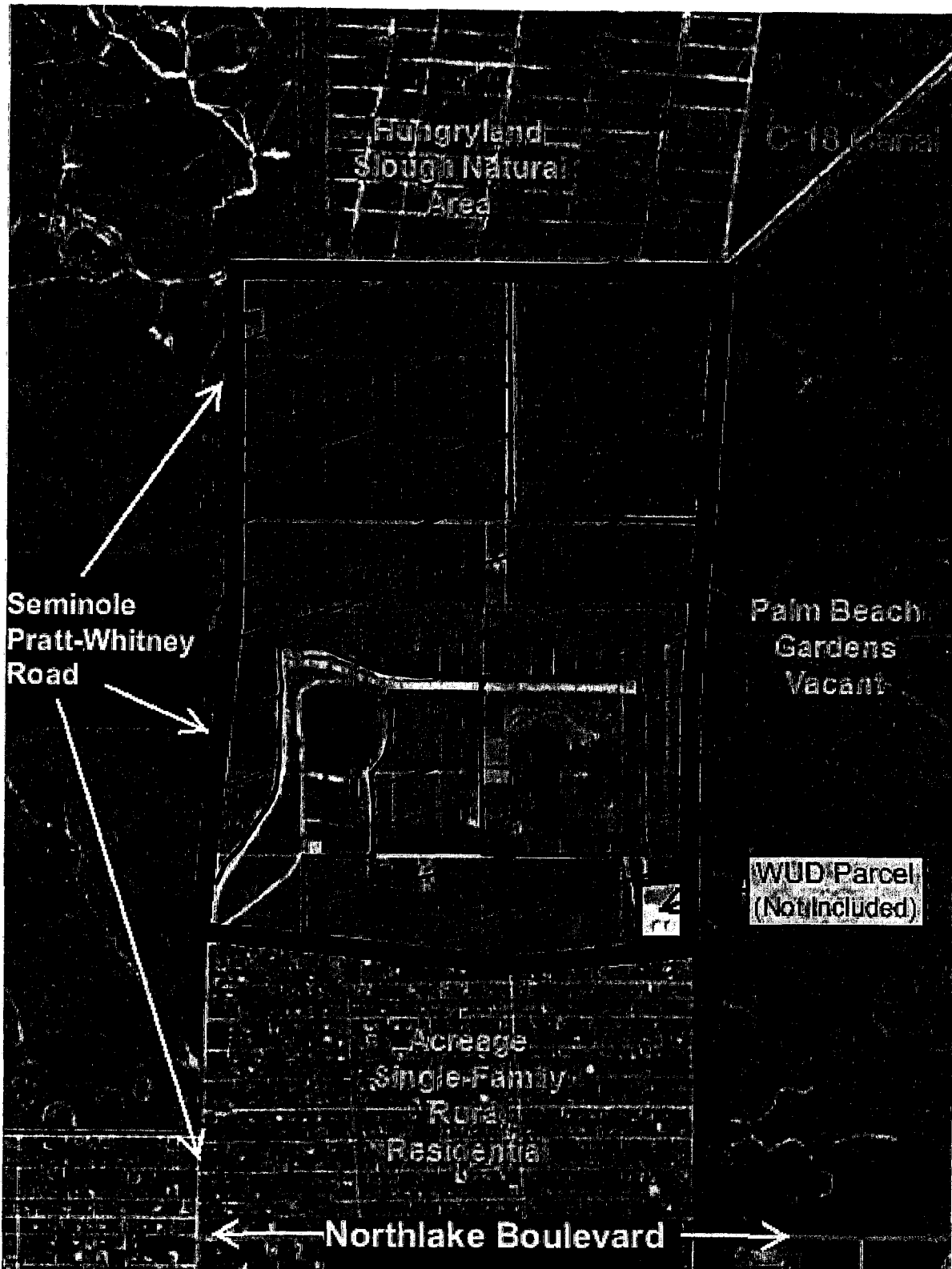
14. Attach two (2) originals and two (2) copies of the executed Lease Agreement. Each original Lease Agreement shall include, where applicable, an executed original of each exhibit to the Lease Agreement.

15. Attach a security deposit in the form of a cashier's check, made payable to the Palm Beach County Board of County Commissioners, in an amount equal to two (2) months of the proposed annual rent.

16. Please set forth any special terms and conditions such as contingencies, additional requirements, exceptions or deviations to the form Lease Agreement attached as Exhibit "C" to the RFP, and upon which this proposal is based and which are not set forth in the form Lease Agreement. If none, so specify.

n/a

**ESTIMATION OF ACRES TO BE FARMED  
(WILL BE RE-LABELED AS EXHIBIT "A-1" TO LEASE)**



**EXHIBIT "E" TO THE RFP  
FORMAT FOR RESPONSE**

Items 1-16 below set forth the minimum criteria and information which each of the bids must meet and provide in order to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or to provide the requested information may cause the bid to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

1. Name of Respondent/Firm:

Harvest Time Market LLC

2. Principal Office/Mailing Address:

14339 Smith Sundry Rd  
Delray Beach FL  
33446

3. Telephone Number:

561-441-1293

4. Contact Person/Title:

Richard Bowman, Managing Member

5. Form of Business Entity:

Corporation

Joint Venture

General Partnership

L.L.C.

Limited Partnership

Individual

Public Corporation

If other than Individual, specify date of organization:

12-30-2009

6. Name, Address and Percentage Ownership of all individual participants in Respondent's Business Entity:

Name

Address

Percentage Ownership

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( )

No ()

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.


8. Proposed Rent for 863 (fill in acres) estimated acres to be farmed as depicted on the attached aerial which shall become Exhibit "A-1" to the Lease:

Total Rent: \$ 172,600.00 year 1

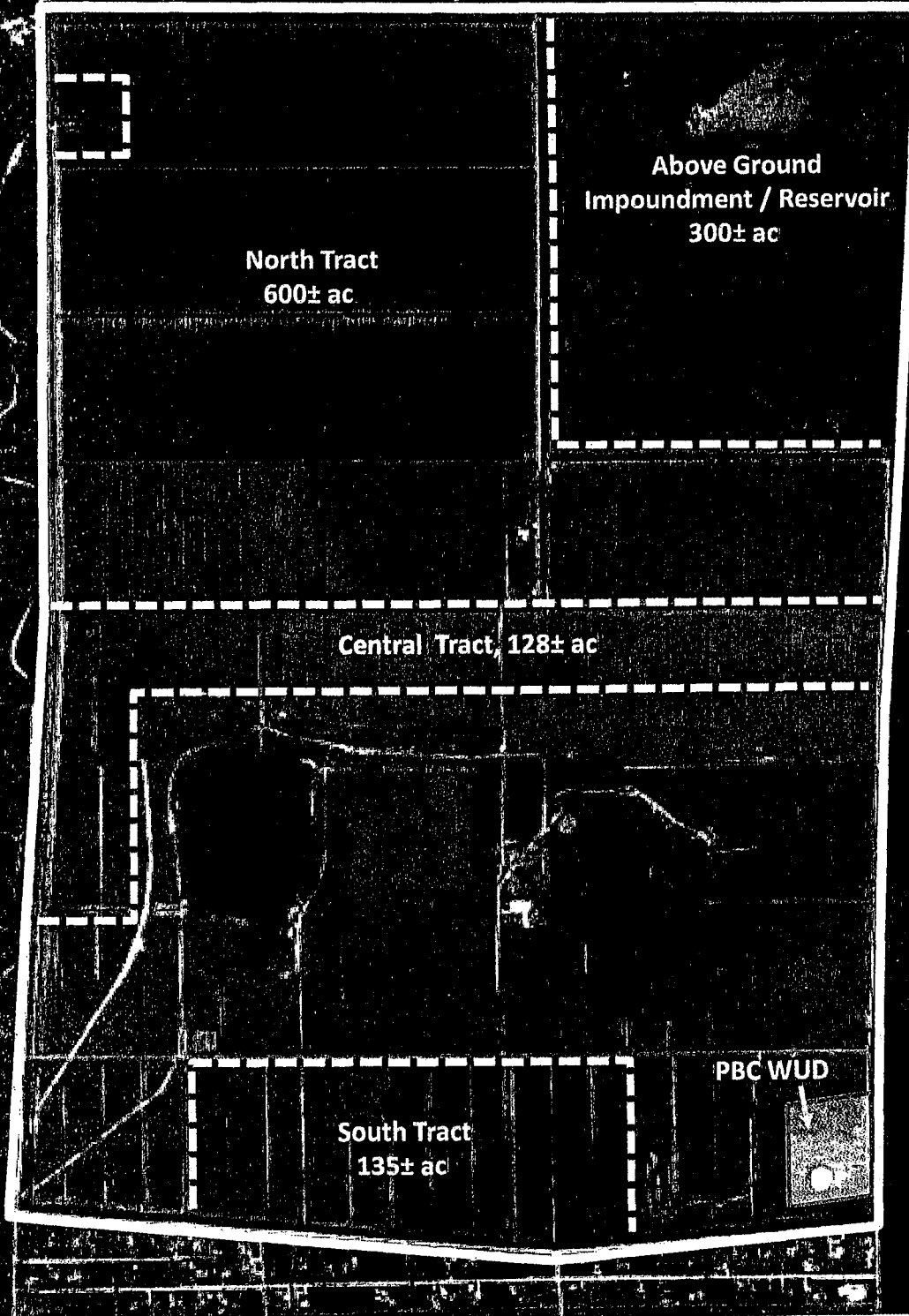
Per acre rental rate: \$200.00

\*See attachment for rent and acreage for years 2-5.

9. Proposed length of lease term:  
5 years  
and any allowed extensions
10. Proposed agricultural use of Property:  
row crop: sugarcane, beans, corn, squash, cucumbers  
hay  
cattle
11. Attach one (1) copy of proposed water management plan together with one (1) copy of written report from licensed engineer or other drainage professional approved by the Director of PREM.
12. Attach an executed Sworn Statement on Public Entity Crimes (Exhibit "D" to the RFP).
13. If Respondent is going to submit a Drug Free Workplace Certification indicating that Respondent has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes, the executed Drug Free Workplace Certification (Exhibit "F" to the RFP) must be submitted with the Proposal.
14. Attach two (2) originals and two (2) copies of the executed Lease Agreement. Each original Lease Agreement shall include, where applicable, an executed original of each exhibit to the Lease Agreement.
15. Attach a security deposit in the form of a cashier's check, made payable to the Palm Beach County Board of County Commissioners, in an amount equal to two (2) months of the proposed annual rent.
16. Please set forth any special terms and conditions such as contingencies, additional requirements, exceptions or deviations to the form Lease Agreement attached as Exhibit "C" to the RFP, and upon which this proposal is based and which are not set forth in the form Lease Agreement. If none, so specify.

Please see terms and conditions as  
set forth in the attached  
cover letter


SFWMD C-18Canal



Note:  
• Delineated boundaries for planning purposes only, subject to boundary survey and title review

Initials: PJW  
12/08/2011  
Figure 1

**PBC Mecca Farms**  
Proposed Agricultural Acreage  
Palm Beach County

 **Paul J. Whalen, P.H.**  
Professional Hydrologist & Hydrologist-Water Quality  
Certification No. 1572 & 1591  
Certified and Registered by the American Institute of Hydrology  
TAC Environmental Water Resources Consulting, Inc.  
801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436  
561-743-5598 • 561-743-0092 (fax) • pwhalen@TACenviron.net

ADDENDUM TO EXHIBIT E TO RFP #16  
Special terms & conditions

Harvest Time Market, LLC and Hundley Farms Inc.

Response to Palm Beach County RFP No. 2011-102-RCB

To lease the Mecca Property as Tenants in Common

1. Proposed Rent-Year 1 of Lease

Acreage 863

Produce row crops: \$200.00 an acre

863 acres x \$200 = \$172,600

Yearly rent: \$172,600.00 (less the cost of preparing and improving the land)

Security Deposit \$28,766.66 (2 months)

Proposed Rent Years 2-5 of lease

Acreage 1486 (863 produce and 623 pasture)

Produce row crops: \$250.00 an acre

863 acres x \$250 = \$215,750.00

Pasture: \$50.00 an acre

623 acres x \$50 = \$31,150.00

Yearly rent: \$246,900.00 (less the cost of preparing and improving the land)

Total rent proposed for the 5 year term of lease: \$1,160,200.00

In our opinion, the cost of preparing the Mecca property to reach a suitable condition for full agriculture production is much greater than the actual value of the rent for the 5 year term. We propose to have 863 acres in vegetable production and 623 acres in pasture production at the end of the 5 year term of this lease.

At the end of the first 5 year term we would be willing to pay full agricultural market value for this lease and we request that the annual rent be divided into two semi annual payments. We propose to have extensions to the lease until the county disposes of the property to another or finds an alternative use for the property. We propose these extensions in 5 year terms. We are willing to discuss alternative methods for the future extensions. We are also willing to discuss different methods of bridging the gap between the 5 year rent payment of \$1,160,200.00 and the costs associated with fully and properly preparing the land for agriculture production.

2. Lease Term

5 years with extensions.

3. Agriculture Use

863 acres row crops with low pesticide requirements

sugar cane, beans, corn, squash and cucumbers

623 acres pasture

hay and cattle

In addition to the traditional BMP's the grower is audited by: Primus Labs for food safety. Grower (HTM, LLC) recently scored 97% on the Amestoy Farm audit. Please review attachment.

4. Water Management Plan:

Please see attachment

5. Time is of the essence:

If we score as the number one response to the proposal, we are willing to immediately start preparing the land for a spring crop, while knowing that we are at risk if not approved for the lease by the B.C.C.

**EXHIBIT "E" TO THE RFP  
FORMAT FOR RESPONSE**

Items 1-16 below set forth the minimum criteria and information which each of the bids must meet and provide in order to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or to provide the requested information may cause the bid to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

1. Name of Respondent/Firm:  
Eric Hopkins - Hundley Farms, Inc.

2. Principal Office/Mailing Address: UPS or Fed Ex  
US Mail P.O. Box H 25849 C.R. 880  
Loxahatchee, FL Belle Glade, FL  
33470 33430

3. Telephone Number: 561-996-6855

4. Contact Person/Title: Eric Hopkins, Senior Vice Pres.

5. Form of Business Entity: Corporation  Joint Venture [ ]  
General Partnership [ ] L.L.C. [ ]  
Limited Partnership [ ] Individual [ ]  
Public Corporation [ ]

If other than Individual, specify date of organization: 1969

6. Name, Address and Percentage Ownership of all individual participants in Respondent's Business Entity:

Name	Address	Percentage Ownership
<u>John L. Hundley</u>	<u>1440 Harbour Pt. Drive</u> <u>N. Palm Beach, FL, 33410</u>	<u>79.45</u>
<u>Patricia K. Hundley</u>	<u>"SAME AS ABOVE"</u>	<u>20.55</u>

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( )

No

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

/

8. Proposed Rent for 863 (fill in acres) estimated acres to be farmed as depicted on the attached aerial which shall become Exhibit "A-1" to the Lease:

Total Rent: \$ 172,600 yr 1

Per acre rental rate: \$ 200

\* See attachment for  
rent + acres  
yr 2-5



9. Proposed length of lease term:

5 years with extensions

10. Proposed agricultural use of Property:

Row Crops w/ low pesticide requirements  
Possible Hay + Cattle

11. Attach one (1) copy of proposed water management plan together with one (1) copy of written report from licensed engineer or other drainage professional approved by the Director of PREM.

12. Attach an executed Sworn Statement on Public Entity Crimes (Exhibit "D" to the RFP).

13. If Respondent is going to submit a Drug Free Workplace Certification indicating that Respondent has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes, the executed Drug Free Workplace Certification (Exhibit "F" to the RFP) must be submitted with the Proposal.

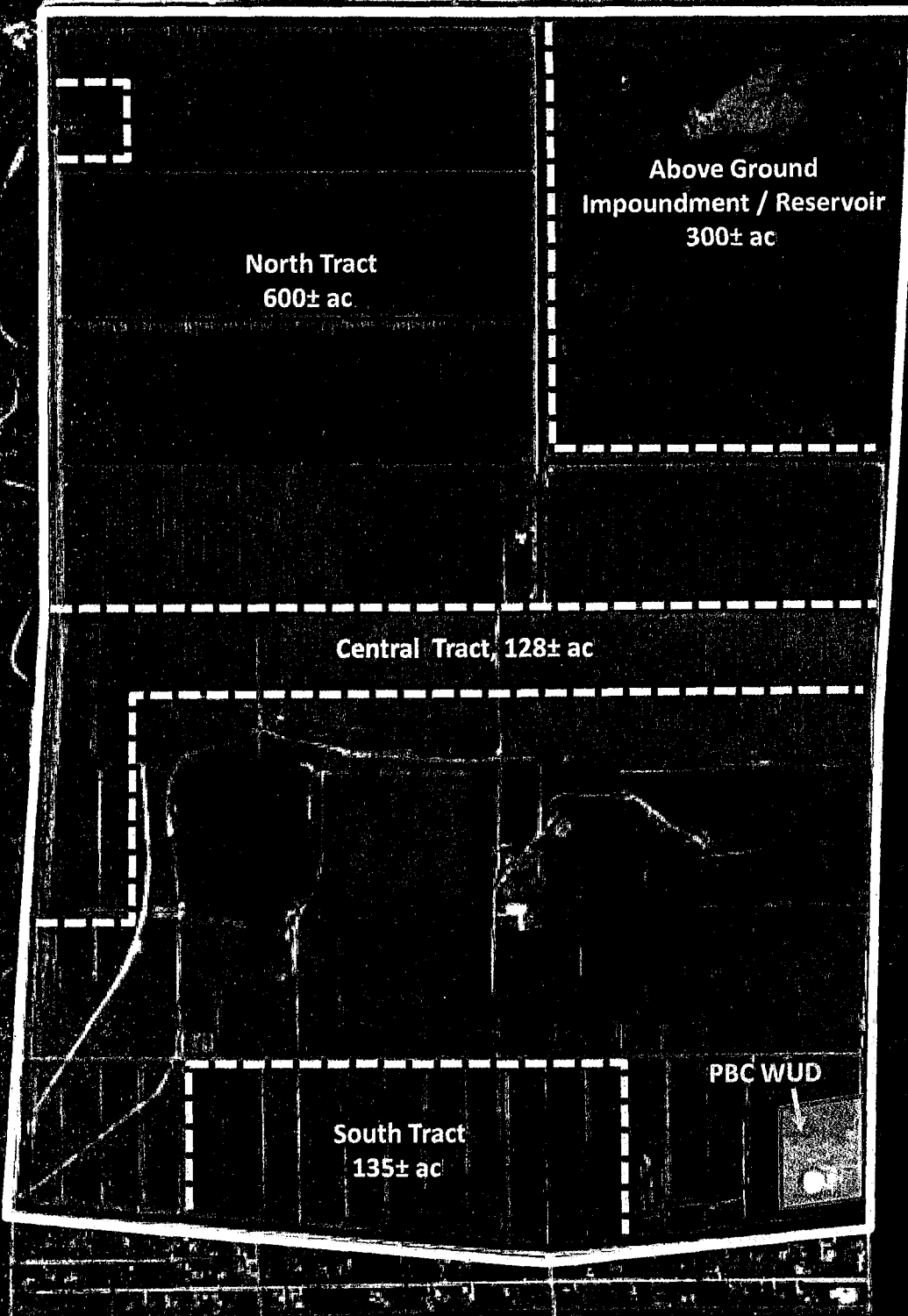
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see cover letter

SFWMD C-18 Canal



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12/08/2011  
Figure 1

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Palm Beach County



**Paul J. Whalen, P.H.**  
Professional Hydrologist & Hydrologist-Water Quality  
Certification No. 1572 & 1591  
Certified and Registered by the American Institute of Hydrology  
TAC Environmental Water Resources Consulting, Inc.  
801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436  
561-743-5598 • 561-743-0092 (fax) • pwhalen@TACenviron.net

addendum TO EXHIBIT E TO RFP #16  
Special terms & conditions

**Harvest Time Market, LLC and Hundley Farms Inc.**

**Response to Palm Beach County RFP No. 2011-102-RCB**

**To lease the Mecca Property as Tenants in Common**

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Acreage 863

Produce row crops: \$200.00 an acre

863 acres x \$200 = \$172,600

Yearly rent: \$172,600.00 (less the cost of preparing and improving the land)

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1. Name of Respondent/Firm: MECCA FAMILY FARMS, LTD.

\_\_\_\_\_

\_\_\_\_\_

2. Principal Office/Mailing Address: 7965 Lantana Road, Lake Worth, FL 33467  
Mailing Address: P. O. Box 541779, Lake Worth, FL 33454-1779

3. Telephone Number: \_\_\_\_\_

4. Contact Person/Title: \_\_\_\_\_

5. Form of Business Entity: Corporation  Joint Venture   
General Partnership  L.L.C.   
Limited Partnership  Individual   
Public Corporation

If other than Individual, specify date of organization: \_\_\_\_\_

6. Name, Address and Percentage Ownership of all individual participants in Respondent's Business Entity:

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>
Mark L. Mecca,	P. O. Box 541779, Lake Worth, FL 33454	24%
Lori Schwab,	P.O. Box 541779, Lake Worth, FL 33454	25%
Thomas J. Mecca,	P.O. Box 541779, Lake Worth, FL 33454	25%
Melonie Catalano,	P.O. Box 541779, Lake Worth, FL 33454	25%
Mark L. Mecca, Inc.	P. O. Box 541779 Lake Worth, FL 33454	1%

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( )

No ( X )

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Proposed Rent for 670 estimated acres to be farmed as depicted on the attached aerial which shall become Exhibit "A-1" to the Lease:

Total Rent: \$ 268,000.00

Per acre rental rate: \$400.00

9. Proposed length of lease term: 5 years initial lease

\_\_\_\_\_

\_\_\_\_\_

10. Proposed agricultural use of Property: Row crops – traditional and organic

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11. Attach one (1) copy of proposed water management plan together with one (1) copy of written report from licensed engineer or other drainage professional approved by the Director of PREM.

12. Attach an executed Sworn Statement on Public Entity Crimes (Exhibit "D" to the RFP).

13. If Respondent is going to submit a Drug Free Workplace Certification indicating that Respondent has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes, the executed Drug Free Workplace Certification (Exhibit "F" to the RFP) must be submitted with the Proposal.

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**ESTIMATION OF ACRES TO BE FARMED  
(WILL BE RE-LABELED AS EXHIBIT "A-1" TO LEASE)**

