

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

Meeting Date: May 1, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing	

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

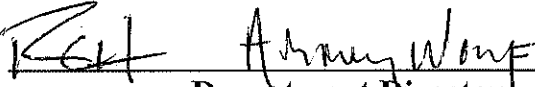

Motion and Title: Staff recommends motion to approve: a Second Amendment to the Lease Agreement (R2002-0889) with, Floral Acres, L.L.C., a Florida limited liability company exercising the second extension option for the continued use of 38 acres for nursery operations located in the Ag Reserve in Boynton Beach, at an annual rate of \$37,580.

Summary: On June 4, 2002, the Board approved the Lease Agreement with Floral Acres, L.L.C., for its use of approximately 38 acres of land located in the AG Reserve east of State Road 7 approximately 2 miles south of Boynton Beach Boulevard for use as a container nursery. The initial term of the Lease Agreement was for five (5) years ending on June 3, 2007, with four (4) extension options, each for a period of five (5) years. This Second Amendment consents to the exercise of the second option extending the term of the Lease from June 4, 2012, through June 3, 2017 and updates various standard provisions of the Lease. The annual rent for this extension period is \$37,580. **(PREM) District 5 (HJF)**

Background and Justification: On June 4, 2002, the Board approved the Lease Agreement with Floral Acres, L.L.C. (R2002-0889). The initial term of the Lease Agreement was for five (5) years ending on June 3, 2007, with four (4) extension options, each for a period of five (5) years. Extension options two (2) through four (4) require consent by the Board. On April 10, 2007, the Board approved the first extension option (R2007-0498). On January 12, 2010, the Board approved the First Amendment (R2010-0089) reducing the rent to \$37,580 (\$1,000/acre). This Second Amendment: i) consents to the second option extending the term of the Lease from June 4, 2012, through June 3, 2017; ii) modifies Section 4.04 Non-Discrimination to include a prohibition on the basis of gender identity or expression, or familiar status; and iii) adds a provision acknowledging the authority of the Inspector General. All other terms and conditions of the Lease will remain in full force and effect. Three (3) five (5) year extension options remain. Florida Statutes does not require that a Disclosure of Beneficial Interests be obtained. Previous Disclosures identified Patrick Rosacker (50%) and Arthur A. Rosacker, III (50%) as holding interests in Floral Acres, L.L.C.

Attachments:

1. Location Map
2. Second Amendment
3. Letter from Floral Acres requesting second option
3. Budget Availability Statement

Recommended By: 	4/6/12
Department Director	Date
Approved By: 	4/6/12
County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<\$18,790.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<\$18,790.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 1222 Dept 800 Unit 8011 Object 6225
Program

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

*Rent is paid twice a year in January and in July.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

This amendment complies with
our review requirements.

B. Legal Sufficiency:

Assistant County Attorney

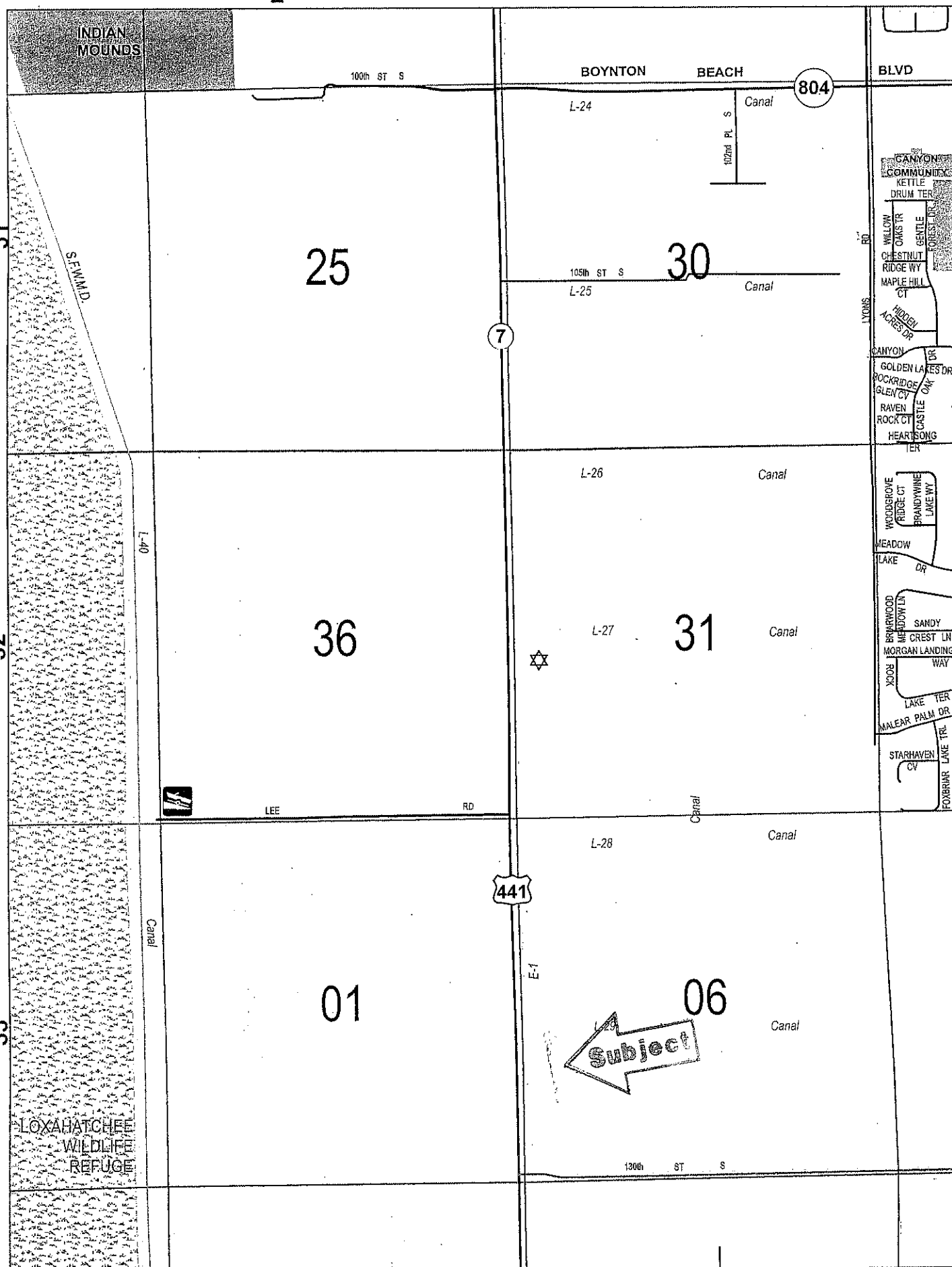
C. Other Department Review:

Department Director

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

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LOCATION MAP



SECOND AMENDMENT TO LEASE AGREEMENT

between

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

and

**FLORAL ACRES, L.L.C.,
a Florida limited liability company**

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT, is made and entered into this ____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Floral Acres, L.L.C., a Florida limited liability company, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant entered into a Lease Agreement dated June 4, 2002, (R2002-0889) (the "Lease") with County pursuant to which Tenant leased from County approximately 37.58 acres of farm land as defined in the Lease; and

WHEREAS, County and Tenant wish to amend the Lease to approve a five (5) year renewal of the term of the Lease, and incorporate certain language required by County; and

NOW, THEREFORE, in consideration of the 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 are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.
2. Pursuant to Section 1.03 of the Lease, the parties agree that the Lease term for the Premises shall be renewed for the 2nd of four (4) successive five (5) year renewal periods provided for in the Lease, thereby extending the Lease through June 3, 2017.
3. Section 4.04 of the Lease is modified to include a prohibition against discrimination on the basis of gender identity or expression, or familial status.
4. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements,

their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

5. Except as modified by this Second Amendment and a previous amendment, the Lease remains unmodified and in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, County and Tenant have executed this Second Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

COUNTY

SHARON R. BOCK
CLERK & COMPTROLLER

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

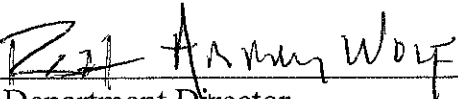
By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

WITNESS:

TENANT

FLORAL ACRES, L.L.C.

a Florida limited liability company

Laurie J. Maybay
Sign
LAURIE J. MAYBAY
Print Name

Anthony Brusa
Sign
Anthony Brusa
Print Name

By: [Signature] Member
Name: PATRICK ROSACKER
Title: MANAGER



RECEIVED
RECEIVED

DEC 22 2011
DEC 24 2011

December 22, 2011

CERTIFIED MAIL RETURN
RECEIPT REQUESTED

Palm Beach County
Board of County Commissioners
Property & Real Estate Management
Attn: Ross Hering, Director
2633 Vista Parkway
West Palm Beach, FL 33411-0217

Re: Lease Agreement (R2002 0889) Dated June 4, 2002 between Palm Beach
County as "County" and Floral Acres, L.L.C. as "Tenant"

Dear Mr. Hering:

Pursuant to and in conjunction with the above referenced Lease, more specifically,
Section 1.03 Option to Renew of same, please accept this letter as our notice to exercise
our right and option to renew the term of this Lease from June 4, 2012 through June 3,
2017. This option to renew is the 2nd of four (4) five (5) year options being exercised.

Respectfully,

Patrick Rosacker
Managing Member
Floral Acres, LLC

cc: Richard C. Bogatin, Manager, Property Management

Tel (561) 499-2655 • Fax (561) 496-0952

Mailing Address

Floral Acres LLC
P.O. Box 480519
Delray Beach, FL 33448

Shipping Address

(New Farm Location)
12440 S. State Road 7
Boynton Beach, FL 33437-4722

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/13/2012 REQUESTED BY: Richard C. Bogatin

PHONE: 561.233.0214

FAX: 561.233.0210

PROJECT TITLE: Floral Acres (York) Amendment #2 Opt #2 Consent PROJECT NO.:2012-5.003

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<\$18,790.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>
External Revenues					
Program Income					
(County)					
In-Kind Match					
(County)					
NET FISCAL	<\$18,790.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>	<\$37,580.00>
IMPACT					
# ADDITIONAL FTE					
POSITIONS					
(Cumulative)					

**** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.**

BUDGET ACCOUNT NUMBER

FUND: 1222 DEPT: 800

UNIT: 8011

REV SRS: 6225

IS ITEM INCLUDED IN CURRENT BUDGET: YES ☒ NO ☐

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

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

SUBJECT TO IG FEE? ☐ YES ☒ NO

Department: Environmental Resources Mgmt

BAS APPROVED BY: Liz Puvion DATE: 3/19/12

ENCUMBRANCE NUMBER: NA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
03/30/2012

PRODUCER Edward Lamb & Associates, Inc. P.O. Drawer 1559 146 E. Stuart Ave. Lake Wales FL 33859-1559	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.
INSURERS AFFORDING COVERAGE	
INSURED Floral Acres, Inc., G & R Trellis & Supply Co., Inc. and Floral Acres, LLC P.O. Box 480519 Delray Beach, FL 33448	INSURER A: The Travelers Indemnity Co of CT INSURER B: FCOI Insurance Company 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	700-734K803A-TCT-11	07/01/2011	07/01/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	CA0011198-4	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
** Hired & Non-Owned						
Includes Trucks						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1165223	04/01/2012	04/01/2013	WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$100,000
					E.L. DISEASE - EA EMPLOYEE	\$100,000
					E.L. DISEASE - POLICY LIMIT	\$500,000
B	OTHER Personal Injury Protection	CA0011198-4	07/01/2011	07/01/2012	\$10,000 No Deductible	

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

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of FL, its Officers, Employees and Agents, is named Additionally Insured on General Liability Policy - form CG2011. Coverage is provided on a primary basis.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Palm Beach County BOCC, ATTN: Director Property & Real Estate Mgt 2633 Vista Parkway West Palm Beach, FL 33411-5605		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  <AKO>

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of Floral Acres, L.L.C., a limited liability company organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a manager managed limited liability company.
5. The undersigned has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Second Amendment to Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Second Amendment", which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Second Amendment.
7. Upon execution, delivery and recordation of the Second Amendment and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

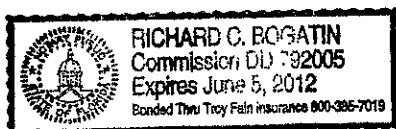
FURTHER AFFLIANT SAYETH NAUGHT,

PATRICK ROSACKER
Print Name:

[Signature]
as Manager

SWORN TO AND SUBSCRIBED before me on this 22 day of March, 2012
by PATRICK ROSACKER, Manager, Floral Acres, L.L.C., on
behalf of the Company ~~who is personally known to me~~ OR who produced _____
_____, as identification and who did take an oath.

[Signature]
Notary Signature





Richard C Bogatin
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: 6/05/12

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return To List		Entity Name Search	
No Events		No Name History		<input type="button" value="Submit"/>	
Detail by Entity Name					
<u>Florida Limited Liability Company</u>					
FLORAL ACRES, L.L.C.					
<u>Filing Information</u>					
Document Number L01000019790					
FEI/EIN Number 030376376					
Date Filed 11/15/2001					
State FL					
Status ACTIVE					
<u>Principal Address</u>					
12440 SOUTH STATE RD 7 BOYNTON BEACH FL 33437-4722					
Changed 03/13/2002					
<u>Mailing Address</u>					
PO BOX 480519 DELRAY BEACH FL 33448					
Changed 04/19/2006					
<u>Registered Agent Name & Address</u>					
ROSACKER, PATRICK 12440 SOUTH STATE RD. 7 BOYNTON BEACH FL 33473					
Name Changed: 03/13/2002					
Address Changed: 04/21/2009					
<u>Manager/Member Detail</u>					
<u>Name & Address</u>					
Title MGR					
ROSACKER, PATRICK 12440 SOUTH STATE RD. 7 BOYNTON BEACH FL 33437					
Title MGR					
ROSACKER III, ARTHUR 12440 SOUTH STATE RD. 7 BOYNTON BEACH FL 33437					
<u>Annual Reports</u>					