

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

Meeting Date: January 15, 2013 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

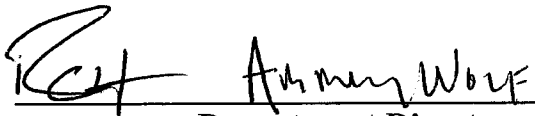
Motion and Title: Staff recommends motion to approve: Exercise of the first option to extend the Lease Agreement (R2007-1590) with Walter J. Hatcher and Joyce B. Hatcher of 6.54 acres of property off Indiantown Road just west of Riverbend Park.


Summary: Walter J. Hatcher and Joyce B. Hatcher sold 84 acres of property to the County in February of 2008. The property is just west of Riverbend Park, and across Indiantown Road from the Cypress Creek Natural Area. The County acquired this property in a partnership with the Solid Waste Authority. Its location and physical characteristics make it ideal for wetland habitat and water quality restoration. ERM and the SWA designed the restoration project to include dredged lakes which would provide SWA with needed fill, and would tie into Riverbend Park. As a condition of the sale, the Hatchers are allowed to remain in possession of 6.54 acres of the property which includes their house until such time that ERM was ready to commence development of the restoration project. The Lease to the Hatchers was for five (5) years with two (2) one (1) year extension options subject to Board approval. The Hatchers have requested the County's approval of the first extension option which will extend the term through February 13, 2014. **(PREM) District 1 (HJF)**

Background and Justification: On September 11, 2007, the Board entered into an Agreement for Purchase and Sale (P&S) (R2007-1589) with Indiantown – Jupiter Venture and the Hatchers for acquisition of 230 acres of property on the northwest side of Riverbend Park. Eighty-four (84) acres were acquired from the Hatchers on February 14, 2008. The Hatcher's retained the right to continue to occupy 6.54 acres of their property for five (5) years pursuant to the Lease Agreement, with two (2) one (1) year options to extend, subject to Board approval. An upfront rental payment of \$125,000 was deducted from the purchase price at closing. The SWA has determined that it does not currently need the fill projected to be derived from this project, and the project has been delayed while ERM applies for grant funding to replace construction funding previously anticipated to be received from SWA. ERM believes that it will receive the grant funding and will be ready to proceed with construction at the end of the one (1) year Lease extension. Florida Statutes Section 286.23 does not require that a Disclosure of Beneficial Interests be obtained.

Attachments:

- 1. Location Map
- 2. Board Extension Consent Letter
- 3. Letter dated September 20, 2012, from Walter J. Hatcher and Joyce B. Hatcher

Recommended By:  12/20/12
 Department Director Date

Approved By:  1/7/13
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$0.00)</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

*No Fiscal Impact

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 12/22/12
 OFMB
alw/rlw JP 12/27/12

[Signature] 12/28/12
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 1/7/13
 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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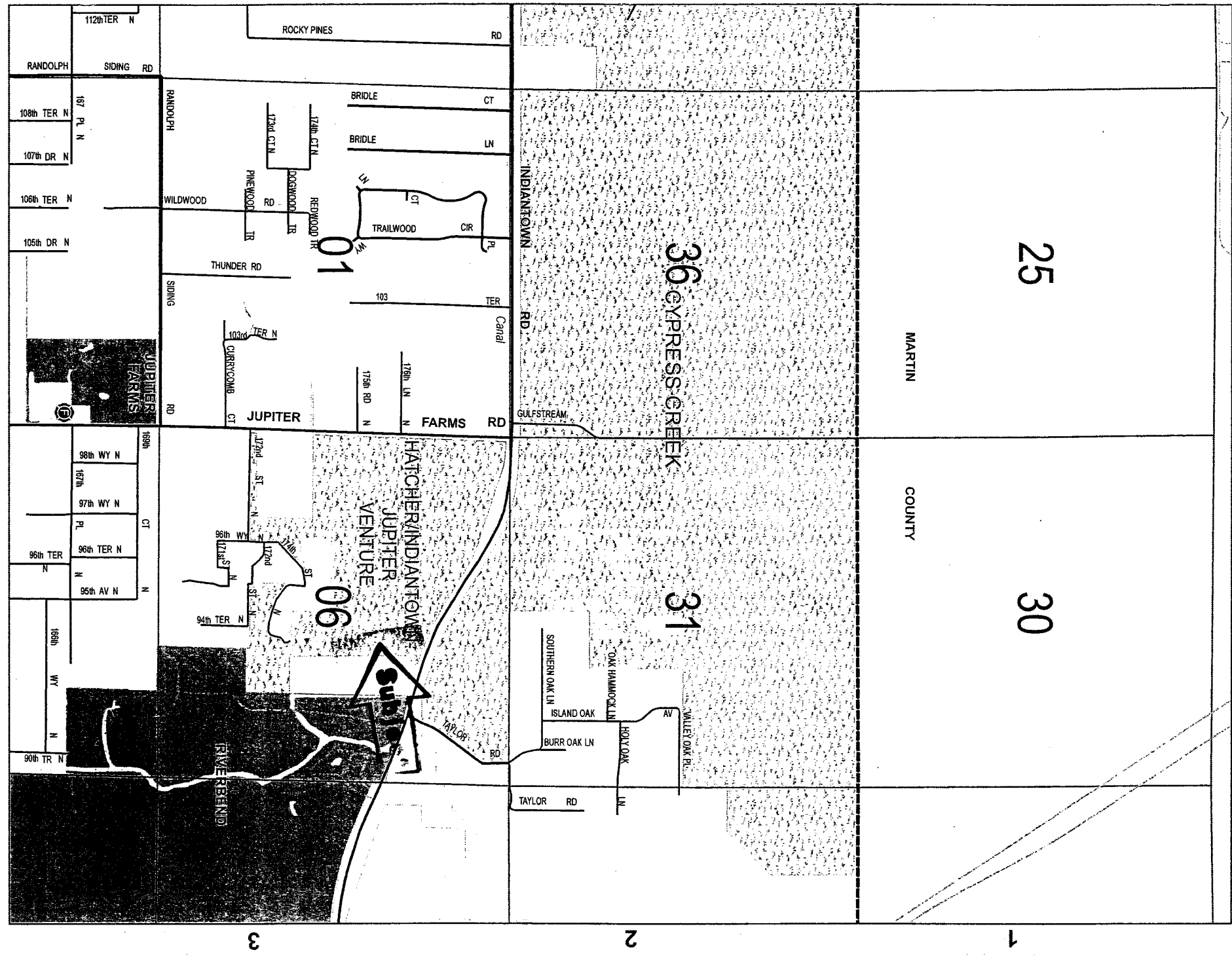
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25
MARTIN

30
COUNTY

36 CYPRESS CREEK

31

ROCKY PINES RD

BRIDLE CT

BRIDLE LN

TRAILWOOD CIR

THUNDER RD

103 TER

1760 LN

1750 RD N

JUPITER FARMS RD

WILDWOOD RD

1030 TER N

JUPITER FARMS

169th WY N

167th WY N

97th WY N

96th TER N

95th AV N

168th WY N

90th TR N

112th TER N

RANDOLPH SIDING RD

167th PL N

107th DR N

106th TER N

105th DR N

RANDOLPH

INDIAN TOWN RD

GULFSTREAM RD

SOUTHERN OAK LN

ISLAND OAK

BURR OAK LN

TAYLOR RD

OAK HAMMOCK LN

HOLY OAK LN

WALLEY OAK BL

174th CT N

173rd CT N

DOORWOOD TR

REDWOOD TR

174th CT N

173rd CT N

172nd ST N

171st ST N

170th ST N

169th ST N

168th ST N

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1st ST N

LOCATION MAP



See pg 12



Facilities Development &
Operations Department

Property and Real Estate
Management Division

2633 Vista Parkway
West Palm Beach, FL 33411-5605

Telephone - (561) 233-0217
Facsimile - (561) 233-0210
www.pbcgov.com/fdo

■
Palm Beach County
Board of County
Commissioners

Steven L. Abrams, Chairman
Priscilla A. Taylor, Vice Chair

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator
Robert Weisman

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7006 2760 0004 3173 6754

January 15, 2013

Walter and Joyce Hatcher
9424 West Indiantown Road
Jupiter, FL 33478

**Re: Exercise of Option to Renew Lease Agreement dated
September 11, 2007 (R2007-1590)**

Dear Mr. and Mrs. Hatcher:

Pursuant to the provisions of Section 1.03 of the above referenced Lease Agreement, Palm Beach County hereby agrees that the Lease term for Parcel "A" shall be renewed for one (1) one (1) year renewal period as requested by Walter Hatcher and Joyce Hatcher, thereby extending the Lease through February 13, 2014.

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

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

By: _____
Steven L. Abrams, Chairman

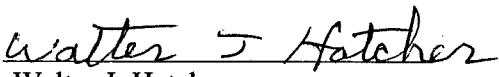
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

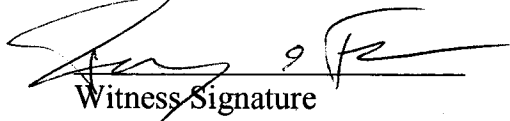
**AGREED TO/
ACCEPTED BY TENANT:**

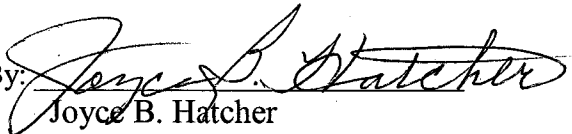
WITNESSES AS TO BOTH:


Witness Signature

By: 
Walter J. Hatcher

Evelyn F. Schrecengost
Print Witness Name


Witness Signature

By: 
Joyce B. Hatcher

Rodney G. Fair
Print Witness Name

cc: Kim Hatcher Beaumont, CPA

G:\PREM\PM\In Lease\Hatcher Lease\Option 1 2012\Ext.Ltr. 001.HF app.101812.doc

Joyce & Walter Hatcher
9424 Indiantown Road
Jupiter, FL 33478
561-746-8648

RECEIVED

September 20, 2012

SEP 25 2012

Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

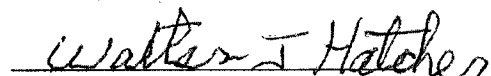
Re: Lease Agreement between Palm Beach County and Walter and Joyce Hatcher

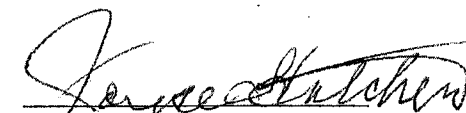
Pursuant to Article 1, Section 1.03 of our lease agreement dated September 11, 2007 and effective February 14, 2008, we hereby exercise our option to renew the lease for Parcel A for one (1) year under the terms and conditions of this lease.

If you have questions or need additional information, please call our representative, Kim Hatcher Beaumont at Traylor, Gratton & Beaumont, LLC, 561-737-7900.

We appreciate your assistance in this matter.

Sincerely,


Walter Hatcher


Joyce Hatcher

cc: Palm Beach County Attorney's Office

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/16/12

PRODUCER
David Beaumont Inc.
1260 S Federal Highway Suite 102
Boynton Beach, FL 33435

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
Walter Hatcher
Joyce Hatcher
9424 W Indiantown Rd
Jupiter, FL 33478

INSURER A: Pacific Specialty Insurance Company
INSURER B:
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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WNO 0036883	10/10/2012	10/10/2013	EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	WNR 0031250	10/10/2012	10/10/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 1,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: X

CANCELLATION

Palm Beach County Board of County Commissioners,
a political Subdivision of the State of Florida, its Officers,
Employees and Agents
C/O Property & Real Estate management Division
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 _____ 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

David Beaumont