

6F-1

Agenda Item #:

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

**Meeting Date:** August 17, 2021       Consent       Regular  
    Ordinance       Public Hearing

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) Adopt** a Resolution authorizing a First Amendment to the License Agreement with Hive Home, Inc. (Hive Home) for the use of approximately 0.15 acres of unimproved property for parking spaces located on Palm Street in West Palm Beach extending the term from September 1, 2021 through August 31, 2026 for a monthly fee of \$910; and

**B) Approve** a First Amendment to License Agreement with Hive Home, Inc.

**Summary:** In May 2016, an Invitation for Bid (IFB) was issued for the licensing of the County’s parking lot located on Palm Street in West Palm Beach. Hive Home was the only bidder at \$840.00/month. On August 16, 2016, the Board of County Commissioners (Board) approved the current License Agreement (R2016-0990) which will expire on August 31, 2021 with no extension options remaining. Hive Home requested an extension of the License Agreement. The County has no present use for the parking lot and would not recommend any other use of the property except for its current use. Pursuant to Section 22-104 (d) (1) and (2) of the Palm Beach County Ordinances, the Board has the discretion to extend an existing agreement, in lieu of issuing a new IFB, upon a finding that it is in the best interest of the County. This First Amendment will extend the term for five (5) years from September 1, 2021 thru August 31, 2026 at a monthly fee of \$910.00. All other terms of this License Agreement will remain in full force and effect. PREM will continue to have administrative responsibility of the License Agreement. **(Property & Real Estate Management) District 7 (HJF)**

**Background and Policy Issues:** On May 8, 2016, IFB No. 2016-101-DML was issued for the licensing of the County’s parking lot located on Palm Street in West Palm. The only bid received was from Hive Home. On August 16, 2016, the Board approved the License Agreement for a period of five (5) years with no renewal options at a monthly fee of \$840.00. Under the current License Agreement, Praxair, a commercial business located at 418 Palm Street, was provided with access through the property. Praxair’s property has since been acquired by an affiliate of Hive Home. Hive Home now either owns or leases all adjacent property, making it the only entity capable of reasonably utilizing the County Property. This Amendment will extend the term for five (5) years through August 31, 2026; increase monthly fee to \$910.00 for the term; and eliminate Praxair’s access through the parking lot. Hive Home submitted a Disclosure of Beneficial License Agreement and has recently informed staff that no changes have occurred to Sara B. McCann having 100% ownership interest.

**Attachments:**

- 1. Aerial Map
- 2. Resolution
- 3. First Amendment to License Agreement (2)
- 4. Disclosure of Beneficial Interests

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**Recommended By:** *[Signature]*      7/19/21  
   **Department Director**      **Date**

**Approved By:** *[Signature]*      8/6/2021  
   **County Administrator**      **Date**

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**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$910)</u>	<u>(\$10,920)</u>	<u>(\$10,920)</u>	<u>(\$10,920)</u>	<u>(\$10,920)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(\$910)</u>	<u>(\$10,920)</u>	<u>(\$10,920)</u>	<u>(\$10,920)</u>	<u>(\$10,920)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Does this item include the use of federal funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: FUND: 0001 DEPT: 410 UNIT: 4240 Object: RVSC 6202 Program: \_\_\_\_\_

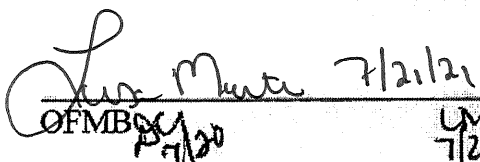
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

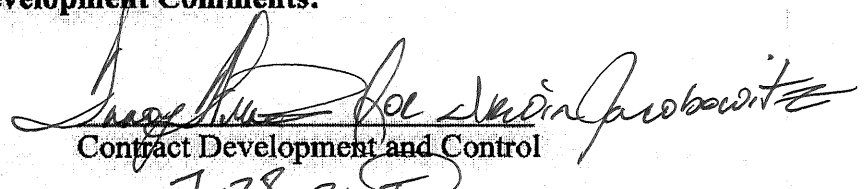
Fixed Assets Number   N/A  

C. Departmental Fiscal Review: 

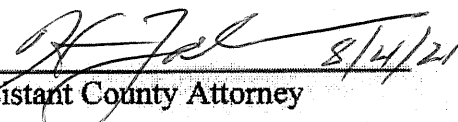
**III. REVIEW COMMENTS**

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

 7/21/21  
OFMB   7/20   UM   7/20  

 for Kevin Probowitz  
Contract Development and Control  
  7-28-21 TW  

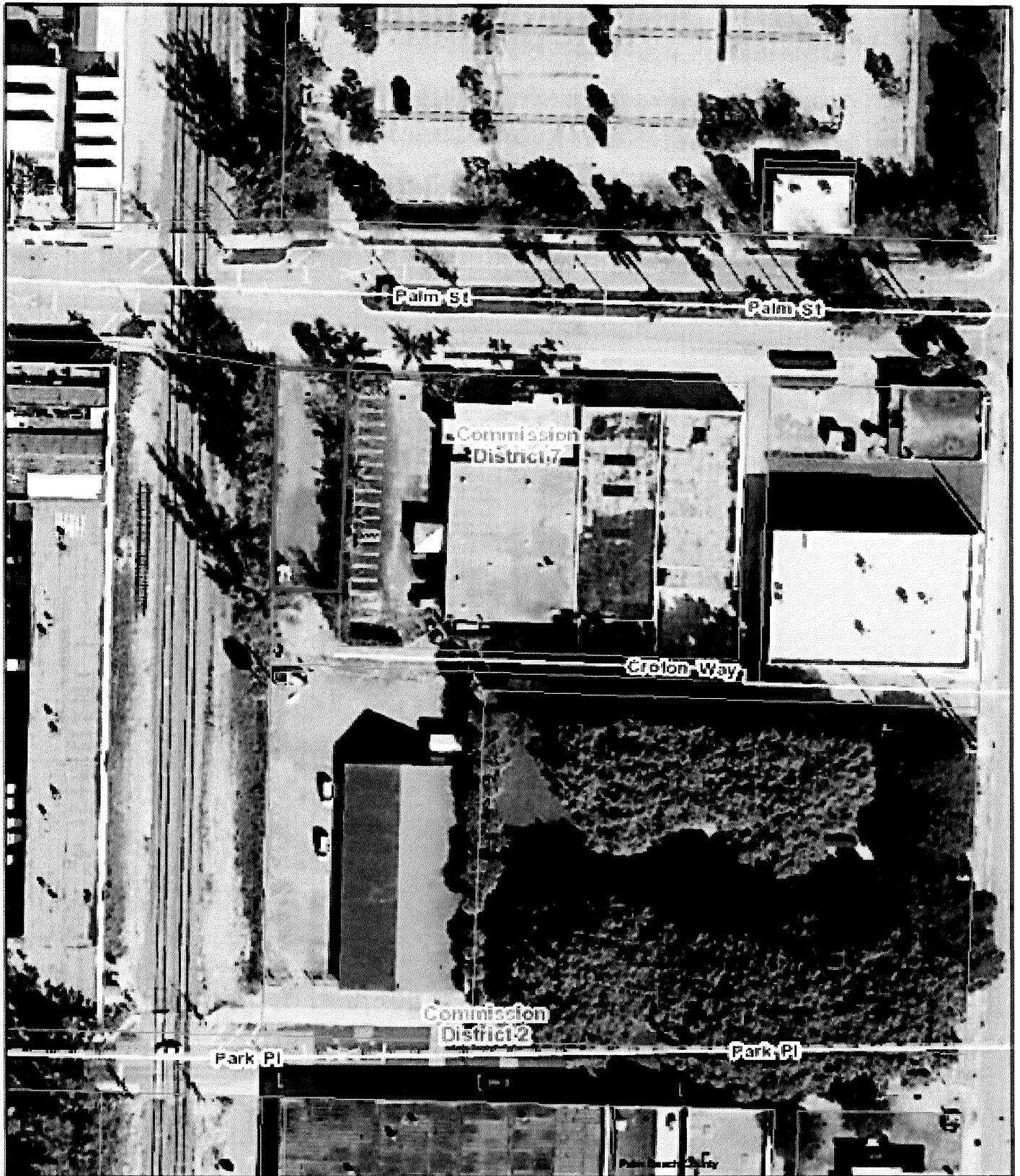
**B. Legal Sufficiency:**

 8/4/21  
Assistant County Attorney

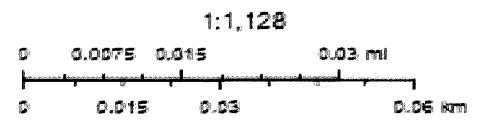
**C. Other Department Review:**

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

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



July 12, 2021



74-43-43-28-02-000-0200

AERIAL MAP



Attachment #1

Attachment #2  
Resolution (6 pages)

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF A LICENSE AGREEMENT WITH HIVE HOME INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Hive Home Inc., pursuant to a License Agreement dated August 16, 2016 (R2016-0990), has been using a vacant parcel of land from Palm Beach County to serve as a parking lot; and

**WHEREAS**, the current Term of the License Agreement expires on August 31, 2021, with no option to extend; and

**WHEREAS**, Hive Home has made a request to the Board of County Commissioners of Palm Beach County to extend the term of the License Agreement for five (5) years; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the County has no present use for said property, County would not allow use of the property for any other purpose, Hive Home Inc. will continue to be responsible for maintenance of the property, and it is therefore in the best interest of the County to extend the License Agreement with Hive Home Inc., on the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Extend the Term of the License Agreement**

The Board of County Commissioners of Palm Beach County shall grant an extension to Hive Home Inc., pursuant to the First Amendment to License Agreement attached hereto as Exhibit "A" and incorporated herein by reference, with rent during said extended term being Nine Hundred Ten Dollars (\$910.00) monthly.

**Section 3. Conflict with Federal or State Law or County Charter.**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date.**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

<b>Commissioner Dave Kerner, Mayor</b>	_____
<b>Commissioner Robert S. Weinroth, Vice Mayor</b>	_____
<b>Commissioner Maria G. Marino</b>	_____
<b>Commissioner Gregg K. Weiss</b>	_____
<b>Commissioner Maria Sachs</b>	_____
<b>Commissioner Melissa McKinlay</b>	_____
<b>Commissioner Mack Bernard</b>	_____

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

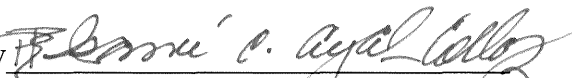
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO  
LEGAL SUFFICIENCY

By \_\_\_\_\_  
Chief Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By   
Department Director

**Exhibit “A”**

**FIRST AMENDMENT TO LICENSE AGREEMENT**

**FIRST AMENDMENT TO LICENSE AGREEMENT**

**THIS FIRST AMENDMENT** to License Agreement R2016-0990, dated August 16, 2016, (the "License Agreement") is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Hive Home Inc., a corporation licensed to do business in the State of Florida ("Licensee"), with a Federal Tax ID number of 46-118-3662.

**WITNESSETH:**

**WHEREAS**, County entered into a License Agreement with Licensee for use of a vacant parcel of land as a parking lot since September 1, 2016 and Licensee has requested to extend the term of the License; and

**WHEREAS**, County has no present use for the vacant parcel of land and would not allow any other use of the land except for its current use.

**NOW THEREFORE**, in consideration of the mutual promises contained here, the County and the Licensee agree as follows:

1. Paragraph three of Section 1, Premises, is deleted in its entirety.
2. Section 2 of the Agreement, Length of Term and Commencement Date, is deleted in its entirety and replaced with the following:
  - 2.01 This License Agreement commenced on September 1, 2016 for an initial period of five (5) years ("Initial Term").
  - 2.02 The License Agreement is being renewed for one (1) additional term of five (5) years ("Renewal Term") commencing on September 1, 2021, under the same conditions as the Initial Term
3. Section 3 of the License Agreement, License Fee, is modified to add as the second paragraph the following:

During the Renewal Term, Licensee shall pay to the County a monthly License Fee of \$910.00 together with applicable sales taxes thereon payable on the first day of each month in advance.
4. Except as modified by this First Amendment, the License Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the License Agreement, as amended.

(The remainder of the page is intentionally left blank.)



IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the day and year first above written.

**ATTEST:**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

**APPROVED AS TO TERMS AND  
CONDITIONS:**

By: \_\_\_\_\_  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Isamí Ayala-Collazo, Director  
Facilities Development & Operations

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**WITNESS:**

**LICENSEE:**

**HIVE HOME, INC.**

By: \_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signature Name

\_\_\_\_\_  
Print Signature Name and Title

Attachment #3  
First Amendment (2 @ 3 pages)

## FIRST AMENDMENT TO LICENSE AGREEMENT

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the day and year first above written.

**ATTEST:**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER**

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

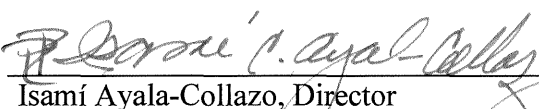
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

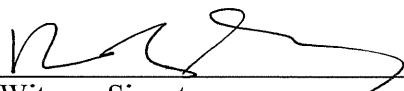
**APPROVED AS TO TERMS AND  
CONDITIONS:**

By:  \_\_\_\_\_  
Chief Assistant County Attorney

By:  \_\_\_\_\_  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

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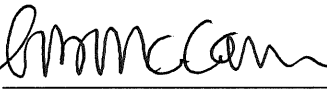
**WITNESS:**

By:   
Witness Signature

Rachel Douglas  
Print Signature Name

**LICENSEE:**

**HIVE HOME, INC.**

By:   
Signature

SARA B. MCCANN / OWNER  
Print Signature Name and Title

**Attachment #4**  
**Disclosure of Beneficial Interests (3 pages)**

EXHIBIT "E"  
to the IFB

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 \_\_\_\_\_  
SARA B. MCCANN, hereinafter referred to as "Affiant", who being by me  
first duly sworn, under oath, deposes and states as follows:

1. Affiant is the PRESIDENT (position - i.e. president, partner,  
trustee) of HIVE HOME INC. (CORP) (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: 424 PALM STREET, WPTB, FL 33401

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.

Sara B. McCann, Affiant

Print Affiant Name: SARA B. MCCANN

The foregoing instrument was sworn to, subscribed and acknowledged before me  
this 10<sup>th</sup> day of JUNE, 2014, by SARA B. MCCANN  
[  ] who is personally known to me or [  ] who has  
produced \_\_\_\_\_ as identification and who did take an oath.

Ashley E. Kronshage  
Notary Public

Ashley E. Kronshage  
(Print Notary Name)



NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: JULY 30, 2019



**EXHIBIT "A"**  
**to the DISCLOSURE OF BENEFICIAL INTERESTS**

**PROPERTY**



**EXHIBIT "B"**

**SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY**

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant 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
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NONE

(HIVE HOM INC. IS 100% OWNED BY SARA MCKANN)
