

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: July 22, 2020

SUBJECT: Use of City Property Adjacent to Mizell Road Retention Pond: Review of Requests to Lease Parts for Injured Bird Recovery Facility and for Honeybee Hives

INTRODUCTION

The City owns 25 acres west of Mizell Road. Fifteen acres of the 25 acres is the retention pond and master pump station. The pond was dug in stages over several years starting in 1998. The 25-acre site is shown on the attached aerial photo (page 1).

On the pond's west side is a wild bird care and rehabilitation facility that is operated by Noah's Ark, headed by Ms. Karen Lynch. At its March 5, 2005, meeting, the City Commission approved a 10-year lease to allow Noah's Ark to use a small section of land for its facility. That lease is attached as pages 2-5.

More recently, Ms. Diane Spoden of our City requested asked the City Manager in an email for approval to put four to six honeybee hives on the property. Her request is attached as page 6.

Both Ms. Lynch and Ms. Spoden will be at your August 3rd meeting to present their respective requests in person.

ACTION REQUESTED

It is that you discuss their requests and then decide the following:

1. Whether to renew the lease with Noah's Ark and for what term.
2. Whether to have a lease with Ms. Spoden for the beehives.

The City Attorney can draft the lease or leases. We suggest that you authorize them to be signed by Mayor England if she approves what the City Attorney has prepared.

EAST



WEST

LEASE

THIS LEASE agreement made and entered into this 7th day of March, 2005, by and between the City of St. Augustine Beach, a Florida municipal corporation (the "City"), and the Ark Wildlife & Rehabilitation, a Florida non-profit corporation, (the "Tenant"), whose address is 335 Sunset Drive, St. Augustine Fl 32084,

WITNESSETH:

That for and in consideration of the mutual covenants herein after contained, the parties mutually agree as follows:

Section 1. *Recitals.* The following recitals are true and constitute a material inducement to the City to enter into this Lease Agreement:

- A. The City is the owner in fee simple absolute of certain property located adjacent to the City's Master Drainage Pond, as more particularly indicated on the map attached hereto and made a part hereof. The City is agreeable to leasing a portion of such property to the Tenant to enable it to provide a rehabilitation facility for injured and orphaned wildlife.
- B. The City does not have an immediate need for the land to be used as a rehabilitation facility and is agreeable to entering into a lease

of the land necessary for the facility as more particularly indicated on the attached map together with an easement for access to the property, upon the terms and conditions hereinafter contained.

- C. The City has been designated as a bird sanctuary and it is in the interest of the public health, safety and welfare that arrangements be made for injured and orphaned birds and other wildlife and the Tenant is will to provide rehabilitation services to the City in consideration of the Lease.

Section 2. *Consideration.* The Tenant agrees that during the term of this lease that it will provide rehabilitation services to injured and orphaned wildlife and that it will maintain all appropriate licenses for such services as may be required by the State of Florida. The Tenant further agrees that it understands that the property to be leased is within St. Johns County and outside the incorporated limits of the City. The City makes no representation as to the zoning or the appropriateness of the property for the proposed use. Tenant agrees that it will perform its own due diligence and will make application at its own cost and expense for such zoning changes, if any, required for its operations.

Section 3. *Term of Lease.* The term of the lease shall be for ten (10) years unless sooner terminated by the City Commission as herein provided.

The City Commission in the event that the lands leased to the Tenant shall be required for another public use, in its sole discretion, upon sixty (60) days notice elect to terminate this Lease. The Lease shall also be terminated without notice in the event of the filing of a petition for bankruptcy by the Tenant or the Tenant's filing of an assignment for the benefit of creditors. Upon termination of this Lease, whether by expiration of the term hereof or early termination as above provided, the Tenant shall in a good and workmanlike manner, remove any of its improvements from the land. In the event that the Tenant shall fail or refuse to remove such improvements, the City may cause such improvements to be removed and may recover from the Tenant the cost of such demolition. There shall be no automatic renewal of this Lease.

Section 4. *Insurance.* For so long as this Lease shall remain in full force and effect, the Tenant shall maintain a general liability policy, naming the City as an additional insured, such policy to be in form, content, and amount satisfactory to the City. Certificates of such insurance shall be filed with the City Manager at such intervals, as the City Manager shall prescribe.

Section 5. *Assignment of Lease.* The demised premises shall be used solely for animal rehabilitation and shelter consistent with law. The lease

Section 6. Maintenance of property. The Tenant agrees that it will maintain the demised premises in a good and orderly fashion, free from all debris, including debris placed by third persons.

Section 7. Recording of this Instrument. This instrument shall be not be recorded.

IN WITNESS WHEREOF, the Parties have hereunto caused these presents to be executed, this the day and year first above written.

THE ARK WILDLIFE & REHABILITATION, INC.

ATTEST: Patsy Owens
Secretary

BY: Harvey Lynd
President

CITY OF ST. AUGUSTINE BEACH

ATTEST: [Signature]
City Manager

BY: [Signature]
Mayor-Commissioner

Max Royle

From: Diane Spoden <dianesbees@gmail.com>
Sent: Wednesday, June 17, 2020 2:35 PM
To: Max Royle
Subject: Mizell road property location for bee hives

To City manager, Max Royle

Dear Max,

This letter is to request permission to house a small number (4-6) of honey bee hives inside the fenced property surrounding the lake off Mizell road, St Augustine Beach.

As you may be aware our honey bee population is in decline and faces challenges from many quarters. Bees are a critical part of our food chain and are necessary for plant pollination. In an effort to maintain healthy populations we are looking for sites to locate hives that are fenced, away from public access and also accessible for management. The Mizell road property is ideal from these and a number of perspectives.

The equipment for this location has been a project built and funded by the Scouts BSA troop 9101 G from the Riverbend district for St Johns County Beekeepers. The hives will be a in very small grouping and be managed by myself, a UF Master Beekeeper and Program Director for St Johns County Beekeepers and member of the Crescent Beach Ladies Beekeeping Collective

I currently manage six similar groupings comprising of over 30 hives.

I hope the city of St. Augustine Beach will see the benefit of this worthwhile, cost free and highly beneficial project and in doing so join many other cities around the country by becoming a "bee friendly" city.

It would my pleasure to meet with you, the commissioners and head of Public works to discuss and answer any questions. I look forward to hearing from you soon

Kindest regards,

Diane Spoden