

**LEASE AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
THE CITY OF LAKE WORTH**

**THIS LEASE AGREEMENT** is made and entered into on this \_\_\_\_\_ day of ~~SEP 11 2007~~ 2007, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the "City", and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County". The City and the County shall hereinafter be referred to collectively as the "parties".

**WITNESSETH:**

**WHEREAS**, the City owns an approximate 100 acre tract of real property that is located within the boundaries of the Snook Islands Natural Area (the "City tract"); and

**WHEREAS**, this area was dredged in the early 1920's to provide fill for the City's municipal golf course situated along the western shore of Lake Worth Lagoon resulting in the creation of a large deep hole contributing to poor water quality and providing minimal habitat value; and

**WHEREAS**, the western shore along the golf course has suffered ongoing erosion due to the creation of this hole; and

**WHEREAS**, the City has been an ongoing supporter of a project that would improve the water quality of the Lagoon as well as stabilize this area of shoreline; and

**WHEREAS**, an environmental restoration project along that reach of shoreline was a priority project identified in the Lake Worth Lagoon Management Plan endorsed and approved by the County and municipalities that border the Lake Worth Lagoon, including the City of Lake Worth; and

**WHEREAS**, the County, City, Florida Inland Navigation District ("FIND"), United States Army Corps of Engineers, and Florida Department of Environmental Protection partnered to fund, design, and build the Snook Islands Natural Area environmental restoration project at a cost of approximately \$17.5 million dollars; and

**WHEREAS**, both the County and the City deem that it is in the best interest of the residents and citizens of Palm Beach County and the City of Lake Worth to maintain and manage the City tract as a natural area, and to preserve the City tract and its associated biological communities in their natural state for future generations as examples of intact native Florida ecosystems; and

**WHEREAS**, restored and improved features of the Snook Islands Natural Area include: (1) 40 acres of created shallow sub-tidal habitat conducive to seagrass colonization; (2) 1.7 acres of restored mangrove fringe; (3) 10 acres of new mangrove wetlands, including 2.8 acres of *Spartina* habitat; (4) 2.3 acres of new oyster reef habitat; and (5) 43.9 acres of deep water and flushing habitat; and

**WHEREAS**, it is evident that the Snook Islands Natural Area environmental restoration project is already making a positive impact on the area as sea grasses are recruiting in the shallow water habitat, birds are utilizing the open areas of shoreline and mud flats, and fishermen are catching snook and other desirable fish species; and

**WHEREAS**, in addition to the site management, the City and County wish to construct several public access features within and adjacent to the City tract, including kiosk(s), a boardwalk, a fishing pier, and floating docks; and

**WHEREAS**, the City wishes to lease the City tract to the County and the County wishes to lease the City tract from the City to assist in the construction of the public use features and to manage the site as part of the Snook Islands Natural Area; and

**WHEREAS**, the execution of this Lease Agreement is in the best interest of the County, the City and the residents and citizens of the same; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties agree as follows:

#### **ARTICLE I – GENERAL**

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein.

2. The purpose of this Lease Agreement is to provide a mechanism for the County and the City to cooperate in the management of the City tract and the construction of public use facilities within and adjacent to the City tract that will promote the environmental restoration of the area and will enhance recreational opportunities for use by the public.

3. The City tract that the County intends to manage and improve consists of approximately 100 acres of land located within the boundaries of the Snook Islands Natural Area. Such property, which is located on the east side of the Lake Worth Municipal Golf Course in the waters of the Intracoastal waterway, is described in **Exhibit “A”** and is referred to herein as the “City tract”. During the life of this Lease Agreement,

the County will also maintain the floating docks to be constructed as provided herein, which will extend to a point approximately 500 feet south of the City tract. Such floating docks are also depicted in **Exhibit "A"**.

4. The County and City hereby agree to cooperate in the construction of public access features including kiosk(s), a boardwalk, a fishing pier, and floating docks and in the demolition of the western portion of the existing Lake Worth bridge. Upon agreement of the parties, the City agrees to demolish the western portion of the existing Lake Worth bridge at its own expense. At the City's request, the County agrees to assist the City in applying for available grants to fund the removal of the western portion of the existing Lake Worth bridge. Once the City provides the necessary funding to complete the demolition of the bridge, the County agrees to construct the agreed to public access features at its own expense, subject to the availability of funds. In the event that the City is unable to provide the funds necessary to demolish the western portion of the existing Lake Worth bridge, the County will not be obligated to construct any public access features pursuant to this Lease Agreement; however, the County will continue to manage the City tract as a natural area pursuant to this Lease Agreement. In the alternative, in the event that the City is unable to provide the funds necessary to demolish said bridge, the County may fund the demolition of said bridge, and this Lease Agreement will remain in affect in all other respects.

5. The City hereby leases and the County hereby accepts the lease from the City of the City tract depicted in **Exhibit "A"**. The City tract shall consist of the real property depicted in **Exhibit "A"** together with any current or future improvements thereon. The County shall pay the City rent at the rate of \$1.00 per year. All rent due hereunder shall be payable in advance on or before the Effective Date and on each anniversary thereafter during the term of this Lease. The County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with the annual rent. Payment of rent will be made upon the receipt of an invoice from the City mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to the City at 7 North Dixie Highway, Lake Worth, FL 33460

6. The term of this Lease Agreement shall commence upon signature by both parties ("the Effective Date") and shall be for a period of nineteen years and eleven months. In accordance with the City's Charter, the City shall place a referendum before registered voters within three years of execution of the Lease Agreement to provide for a full 99-year lease term. The parties understand that the County wishes to manage the City tract according to the terms of this Lease Agreement for a period of 99 years, and the City, therefore, agrees to use its best efforts to call for a referendum that will extend the term of the Lease for a full 99-year lease term.

7. The County hereby agrees to manage the City tract as a natural area and to design and construct public use features within and adjacent to the City tract in

accordance with this Lease Agreement and in accordance with all applicable federal, state and local laws, rules and regulations.

8. The County shall use its best efforts to maintain existing biological communities on the City tract in their natural state as examples of high quality spartina, oyster, and mangrove ecosystems. It is the intent of the parties that the City tract shall be managed solely as a nature preserve, to provide scientific and educational benefits, and to provide recreational opportunities for residents and citizens of the City and the County. The City tract shall be kept in its natural state such that present and future generations will be able to experience the natural values currently exhibited thereon, acts of God or other events beyond the control of the County or the City notwithstanding.

9. The City shall use its best efforts, through its agents and employees, to prevent the unauthorized use of the City tract or any use not compatible with the management of the site as an outdoor recreational area and nature preserve.

10. The City tract shall be open to the public. Any permanent or temporary restrictions on access will be agreed to jointly by the County and the City prior to the completion of the recreational and/or environmental restoration project.

11. The parties hereto agree to review their respective zoning ordinances and comprehensive plans and to take steps to designate the City tract appropriately in the future, given its intended use as a nature preserve and nature-based outdoor recreation site. The future land use designation assigned to the City tract shall be conservation. As soon as possible, the City shall place a conservation easement in favor of the County on the property and shall record the conservation easement in the public records of Palm Beach County. If an amendment to the City's or County's comprehensive land use plan or zoning ordinance is required, the amendment shall be proposed at the next available comprehensive plan or zoning amendment cycle. In the event that a comprehensive land use plan or zoning ordinance amendment is required of one party, a copy of the approved amendment shall be submitted to the other party within thirty (30) days of the approval of the amendment by the appropriate governing entity.

12. The City hereby represents and warrants that it is seized of the City tract in fee simple, that it has good title thereto, that it has full right to grant this Lease Agreement of the City tract to the County, and that it is not aware of any hazardous condition on the City tract that might affect any lawful use of the Property. The City also represents and warrants to the County that there is not located in, on, upon, over, or under the City tract any chemical, material, or substance that is prohibited, limited, or regulated by federal, state, county, regional, or local authority. The City shall not be required under the terms of this Lease to remove any chemical material or substance that is prohibited, limited, or regulated by federal, state, regional, or local requirements. Notwithstanding, if during the term of this Lease Agreement a hazardous condition or any prohibited, limited, or regulated chemical, material, or substance is discovered on the City tract, the City hereby forever releases the County from any and all liability and responsibility for the same.

13. The parties shall prepare, separately or jointly, brochures and other educational material describing the natural resources, uses, and management of the City tract. Any such materials prepared by one party shall be submitted to the other party for its prior review and approval. Approval shall not be unreasonably withheld. The cost of any jointly-prepared materials shall be shared equally by the parties. The costs of any material prepared individually shall be solely that party's responsibility.

## **ARTICLE II – RESPONSIBILITIES OF THE COUNTY**

14. The County agrees to identify a County employee as a contact person to interact with the City in planning for and constructing the public use features and the restoration project on the City tract and adjacent to the City tract and in managing the City tract as a natural area.

15. The County shall be responsible for the maintenance of the fishing pier, boardwalk, educational kiosk(s), floating docks and signage and shall manage the City tract for habitat preservation and passive recreation, keeping the property in its natural state except for the maintenance of public access and public use features such as a fishing pier, boardwalk, educational kiosk(s), floating docks and other facilities as agreed upon by both parties as appropriate for a nature preserve. Management shall include, but shall not be limited to, removal of exotic non-native invasive vegetation, planting of native vegetation, preservation of wetland areas, periodic removal of trash and debris during coastal cleanup events, and other maintenance and preservation activities deemed necessary by the County. The County will provide all necessary personnel, professional services, equipment, materials and supplies for ongoing, site-specific management of the City tract.

16. The County will manage the City tract on a countywide basis to protect ecosystems and populations of listed species throughout the County's natural areas.

17. The County will erect signs identifying the Snook Islands Natural Area as owned by the City and open to the public as a nature preserve and outdoor recreation site, as having facilities constructed with funding sources that could include the Palm Beach County's Natural Areas Stewardship Fund and the Florida Inland Navigation District, and as managed by the County.

## **ARTICLE III – RESPONSIBILITIES OF THE CITY**

18. The City shall identify a City employee as the contact person to interact with the County in planning for and constructing the public use features and the restoration project on the City tract and to assist in managing the City tract as a natural area.

19. The City shall assume sole responsibility for public safety and law enforcement within and outside the City tract. The City shall perform routine patrols of

the City tract boundaries and use its best efforts to prevent vandalism, vehicular trespass, dumping, and damage to property and natural resources.

20. The City shall provide regular trash and litter pickup and minor maintenance along the City tract shoreline above the mean high water line, including but not limited to, tree and vegetation trimming, mowing and edging. The City's minor maintenance responsibilities are limited to removal of exotic vegetation along the western boundary of the City tract above the high water line and periodic herbicide treatment and mowing of that area.

21. The City shall assume sole responsibility for the daily opening and closing of any gate providing public access to the City tract and the public use features. This responsibility may be delegated to a local resident or stewardship group.

22. The City shall, in reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the City tract, consider the protection of the biological communities on the City tract natural area and the potential for adverse impacts to the species present.

23. The City will promptly consult with the County to determine the future of the City tract should any unforeseen events or activities, either natural or human-made, severely limit or eliminate the natural resources and the public use facilities presently on the site.

24. The City shall, at its sole expense, demolish the western portion of the existing Lake Worth bridge, from its easternmost edge to the point where it meets land on the City tract shoreline, so that the County may construct the agreed to public access feature(s) at that location. In the event that the City is unable to provide the funds necessary to demolish the western portion of the existing Lake Worth bridge, the County will not be obligated to construct any public access features pursuant to this Lease Agreement; however, the County will continue to manage the City tract as a natural area pursuant to this Lease Agreement. In the alternative, in the event that the City is unable to provide the funds necessary to demolish said bridge, the County may fund the demolition of said bridge, and this Lease Agreement will remain in affect in all other respects.

25. The City shall designate at least five (5) parking spaces along North Golfview Road to accommodate public use of the Snook Islands Natural Area and the public use features to be constructed.

26. The City shall for the life of this Lease Agreement provide the County access to the City owned property upon which the floating docks are to be constructed. Such access is to be used by the County to construct and maintain the floating docks constructed pursuant to this Agreement.

## ARTICLE IV - DESIGN AND CONSTRUCTION OF PUBLIC USE FEATURES

27. A conceptual plan for the public use features to be constructed or provided on and adjacent to the City tract is depicted on **Exhibit "A"** attached hereto. The County shall design and construct the public use features including one or more informational kiosks, a boardwalk, a fishing pier, and floating docks at its sole cost and expense in accordance with the requirements of this Lease Agreement. Notwithstanding, the County's obligation to construct and design such public use features is dependent on the City's demolition of the western portion of the existing Lake Worth bridge.

28. After approval of the public use features by the County, the County shall provide a copy of the final design development plans to the City's contact person for review and written approval. The City's contact person shall review such plans to ensure consistency with the intent of this Lease Agreement. The City shall expeditiously review and approve any site plan and associated engineering design plans for the proposed project that require approval by the City.

29. The following minimum improvements as depicted on **Exhibit "A"** shall be provided by the County:

1. One or more Information Kiosks;
2. One 600 foot long by 6 foot wide Boardwalk with a 25' by 50' Observation Platform;
3. One 450 foot long by 6 foot wide Fishing Pier with a 25' by 50' "T-end";
4. One 360 foot long by 6 foot wide walkway connecting a Floating Dock that is 60' to 120' with four to eight boat slips and a water taxi pickup point at the terminus of the walkway.

30. The County shall not commence construction of any improvement(s) until the City has approved the final design development plans for such improvement(s) in writing.

31. The County shall prepare and submit an Environmental Resource Protection ("ERP") Application to the SFWMD and the U.S. Army Corps of Engineers for the proposed public use access features depicted in **Exhibit "A"** and shall construct such facilities in a timely manner, if the necessary permits are obtained. The parties understand and agree that construction of the floating docks referenced herein is dependent upon any necessary authorizations and approvals from the Florida Department of Transportation for that portion of property owned by the State of Florida.

32. To the extent permitted by law, the City shall waive any municipal fees, assessments, or permit fees applicable to the City tract due to the construction, use and maintenance of the public use facilities.

#### **ARTICLE IV - MISCELLANEOUS**

33. Captions. The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

34. Effective Date of Agreement. This Lease Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

35. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted under Florida law, the County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the County's negligence, and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence. However, nothing in this paragraph shall be interpreted as a waiver of the City's or the County's sovereign immunity as provided in Section 768.28, Florida Statutes, as amended from time to time.

36. Insurance. Without waiving the right to sovereign immunity as provided by Chapter 768.28, Florida Statutes, the parties acknowledge to be insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence, or such limits that may change and be set forth by the legislature. The parties acknowledge to be insured or self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, the parties agree to provide a Certificate of Insurance evidencing insurance or self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above mentioned coverages.

37. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease Agreement and the same shall remain in full force and effect.

38. Governing Law. This Lease Agreement shall be governed by the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.

39. Notice. For the purposes of this Lease Agreement, notices to the other party shall be deemed sufficient when addressed to the following persons and addresses and deposited in the United States Mail:

- a. City of Lake Worth  
Office of the City Manager  
7 North Dixie Highway  
Lake Worth, Florida 33460

With copy to:  
City Attorney

- b. Palm Beach County  
Richard Walesky, Department Director  
Department of Environmental Resources Management  
2300 N. Jog Road  
West Palm Beach, Florida 33411-2743

With copy to:  
County Attorney's Office  
Palm Beach County, 6<sup>th</sup> Floor  
301 N. Olive Avenue  
West Palm Beach, FL 33401

Should either party change its address, written notice of such new address shall promptly be sent to the other party.

40. Budgetary Approval. This Lease Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County.

41. Termination. If the City fails to fulfill its obligations under this Lease Agreement in a timely and proper manner, the County shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The City shall then have ninety (90) days from receipt of notice to correct the stated deficiency. If the City fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Lease Agreement shall terminate at the expiration of the ninety (90) day time period.

If the County fails to construct the public use facilities described in **Exhibit "A"** within five (5) years of the Effective Date of this Lease Agreement, provided that the City fulfills its obligation to demolish the western portion of the existing Lake Worth bridge, the City may elect to terminate this Lease Agreement upon sixty (60) days prior written notice to the County.

42. Non-exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or

hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

43. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, age, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease Agreement.

44. Construction. No party shall be considered the author of this Lease Agreement since the parties hereto have participated in drafting this document to arrive at a final Lease Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

45. Recording. The City shall record this Lease Agreement in the public records of Palm Beach County, Florida.

46. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease Agreement by reference.

47. Hazardous Substances. The County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

48. Entirety of Agreement. This Lease Agreement shall be deemed to be the sole agreement between the parties, and no prior agreements or other prior writings shall supersede that which is contained in this Lease Agreement. The Lease Agreement may be amended only by written document executed by both parties.

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

R 2007 1539

ATTEST:

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County, Clerk

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

BY: Jacey Powell  
Deputy Clerk

BY: Addie L. Greene  
ADDIE L. GREENE, Chairperson

DATE: SEP 11 2007

DATE: SEP 11 2007

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: *Mona Jay*  
Assistant County Attorney

DATE: 8/30/07

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: *Richard E. Walesky*  
Richard E. Walesky, Director  
Dept. of Environmental Resources Management

DATE: 8/17/07

ATTEST:

CITY OF LAKE WORTH, FLORIDA,  
BY ITS COMMISSION

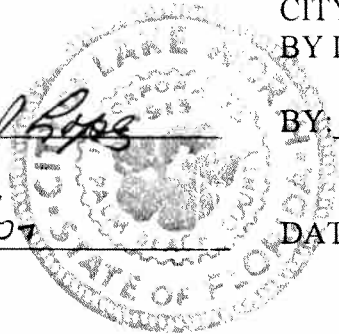
BY: *Camela B. Bays*  
Clerk

BY: *J. J. ...*  
Mayor

DATE: 7/25/07

DATE: 7/25/07

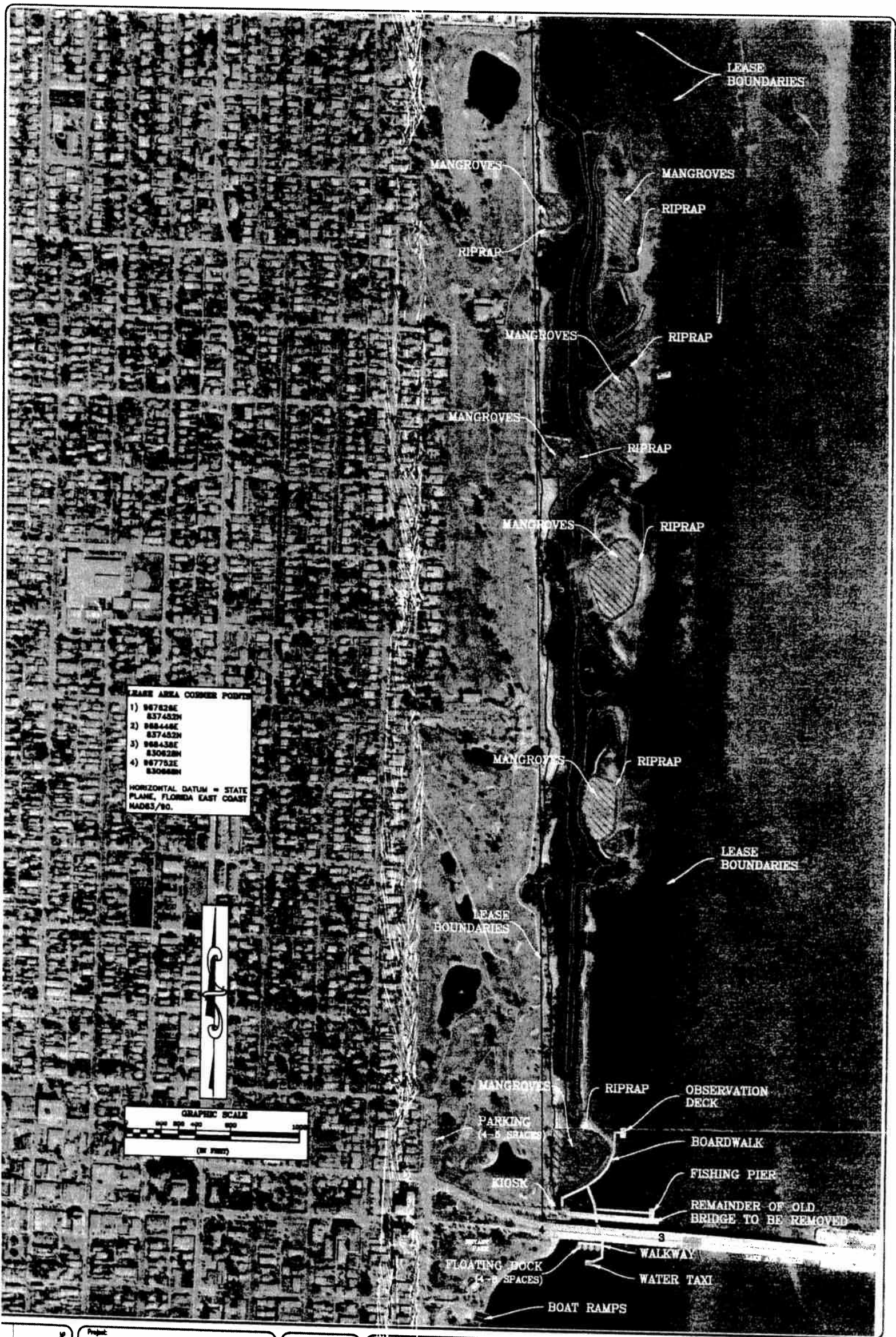
(SEAL)



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: *Larry J. Kains*  
City Attorney

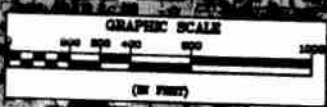
DATE: 7-23-07



LEASE AREA CORNER POINTS

- 1) 967828E  
837452N
- 2) 968448E  
837452N
- 3) 968438E  
830628N
- 4) 967752E  
830688N

HORIZONTAL DATUM = STATE PLANE, FLORIDA EAST COAST NAD83/90.



Sheet  
1  
of  
2

Project  
**SNOOK ISLAND  
NATURAL AREA**  
SITE PLAN

SCALE

NO.	DATE	BY	REVISION

Scale as shown  
 Date: 12/12/98  
 By: [Signature]  
 Title: [Signature]  
 Field Book No: [Signature]



**PALM BEACH COUNTY**  
 DEPARTMENT OF  
**ENVIRONMENTAL RESOURCES MANAGEMENT**  
 2300 NORTH JOG ROAD, 4th FLOOR  
 WEST PALM BEACH, FLORIDA  
 (561) 233-2400

**AMENDMENT TO  
LEASE AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
THE CITY OF LAKE WORTH**

**THIS AMENDMENT TO LEASE AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the "City", and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County". The City and the County shall hereinafter be referred to collectively as the "parties".

WITNESSETH:

**WHEREAS**, the parties entered into a Lease Agreement dated September 11, 2007 (R2007-1539) (the "Lease") for approximately 100 acres of property known as the Snook Islands Natural Area and referred to in the Lease as the City tract; and

**WHEREAS**, in the Lease, the City agreed to place a referendum before its voters to extend the Lease for a 99-year term; and

**WHEREAS**, the City placed a referendum before its registered voters on the November 4, 2008 ballot, and the voters approved the Lease extension providing for a 99-year Lease term; and

**WHEREAS**, the parties wish to amend the Lease to provide for a 99-year Lease term.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease. Any reference to "Lease" contained herein shall include all amendments thereto.
2. Section 6. Of the Lease is modified to extend the term of the Lease to September 11, 2106, to provide for a full 99-year lease.
3. All other terms and conditions of the Lease shall remain the same.

The remainder of this page is intentionally left blank.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Lease Agreement on the day and year first written above.

ATTEST:  
\_\_\_\_\_, Clerk

PALM BEACH COUNTY, FLORIDA  
BY:

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
John F. Koons, Chairman

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: \_\_\_\_\_  
Assistant County Attorney

BY: Richard E. Walesky  
Richard E. Walesky, Director  
Department of Environmental  
Resources Management

DATE: \_\_\_\_\_

DATE: 3/9/09

ATTEST:

CITY OF LAKE WORTH, FLORIDA,  
BY ITS COMMISSION

BY: Daniela Lopez  
Clerk

BY: JM King  
Mayor

DATE: Feb. 3, 2009

DATE: Feb. 3, 2009

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: Larry J. Kane  
City Attorney

DATE: Feb. 3, 2009



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