

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|-------------------|-------------------|---------------|---------------|---------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | (\$59,380) | (\$51,985) | (\$0-) | (\$0-) | (\$0-) |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>(\$59,380)</u> | <u>(\$51,985)</u> | <u>(\$0-)</u> | <u>(\$0-)</u> | <u>(\$0-)</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 1384 Dept 580 Unit 5258 Revenue Source 4729-03
 Program _____

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

Full rental abatement for all unpaid rents from November 1, 2021 through October 31, 2021. Reduced rent rate at 50% (\$2,575.00 per month) from November 1, 2021 to October 31, 2022. The pro-rated rent from November 1, 2022 through August 31, 2023 is \$5,150 per month. The Annual 3% increases resumes September 1, 2023, with annual rent of \$63,654 through August 31, 2024.

Fixed Asset Number NA

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

| | |
|---|---|
| <p><u><i>[Signature]</i></u> 8/31/23 OFMB <i>[Signature]</i> 8-03-23</p> | <p><u><i>[Signature]</i></u> 8/17/23 Contract Development and Control 8/14/23</p> |
|---|---|

B. Legal Sufficiency:

[Signature] 8/9/23
 Assistant County Attorney

C. Other Department Review:

Paul Conne
 Department Director

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

Osprey Point Golf Course



LOCATION MAP

Attachment # 1

Attachment # 2

Resolution @ 8 pages each)

RESOLUTION NO. 2023-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE CONCESSIONAIRE LEASE AGREEMENT WITH SW HOSPITALITY GROUP, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, SW Hospitality Group, LLC, pursuant to a Concessionaire Lease Agreement (“Agreement”) dated July 25, 2019 (R2019-1060) as amended, leases a concession area known as the Café at Osprey Point Golf Course in Burt Aaronson South County Regional Park (“Park”) from Palm Beach County for the operation of a food and beverage concession; and

WHEREAS, the previous tenant, Thoroughbred Holdings, LLC provided timely notice to the County that in lieu of exercising the option to extend the Agreement, it was negotiating the sale of the business; and

WHEREAS, the Agreement with Thoroughbred Holdings, LLC expired July 24, 2022 during negotiations to sell the business to SW Hospitality Group, LLC; and

WHEREAS, SW Hospitality Group, LLC acquired the business on September 1, 2022 which did not allow time to exercise the option to extend; and

WHEREAS, County staff obtained proper documentation showing that SW Hospitality Group, LLC was financially viable and capable of providing comparable services as Thoroughbred Holdings, LLC, and

WHEREAS, the Second Amendment to Lease Agreement (R2023-0496) (“Second Amendment”) dated April 18, 2023 changed the ownership from Thoroughbred Holdings, LLC to SW Hospitality Group, LLC; and

WHEREAS, the County is satisfied with the performance of SW Hospitality Group, LLC; and

WHEREAS, the County acknowledges timely notification of a request to extend the Agreement was not feasible for SW Hospitality Group, LLC due to the date of acquisition of the business and hereby consents to extending the Agreement term for a

period of two years with one remaining option to extend for a period of two (2) more years;
and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that SW Hospitality Group, LLC has provided sufficient evidence showing their financial and operational capabilities to provide comparable concessionaire services as Thoroughbred Holdings, LLC; and

WHEREAS, the Board of County Commissioners of Palm beach County hereby finds that it is in the best interest of the County to extend the Agreement with SW Hospitality Group, LLC for continuity of concessions operations in Osprey Point Golf Course in the Park.

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 Lease

The Board of County Commissioners of Palm Beach County shall extend the Agreement with SW Hospitality Group, LLC, pursuant to the Third Amendment to Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

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:

Commissioner Gregg K. Weiss, Mayor
Commissioner Maria Sachs, Vice Mayor
Commissioner Maria G. Marino
Commissioner Michael A. Barnett
Commissioner Marci Woodward
Commissioner Sara Baxter
Commissioner Mack Bernard

The Mayor thereupon declared the Resolution duly passed and adopted this _____
day of _____, 2023.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

Exhibit "A"
Third Amendment

THIRD AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT

THIS THIRD AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (“Third Amendment”) is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”) and **SW HOSPITALITY GROUP, LLC.**, a Florida Limited Liability Company (“Concessionaire”).

WHEREAS, County and Osprey Point Restaurant Management, LLC, entered into that certain Concessionaire Lease Agreement dated July 25, 2019 (R2019-1060) (the “Agreement”) for the use of the Premises as defined in the Agreement, with a commencement date of July 25, 2019, for a term of three (3) years with two options to extend for a period of two years each; and

WHEREAS, Osprey Point Restaurant Management, LLC provided notice to the County that due to the financial impact of Covid-19, it was no longer able to provide services under the Agreement; and

WHEREAS, due to the financial challenges, Osprey Point Restaurant Management, LLC partnership was purchased by Thoroughbred Holdings, LLC, and

WHEREAS, the First Amendment to Concessionaire Lease Agreement (R2021-1075) (“First Amendment”) dated August 17, 2021 modified the annual rent and approved a change in ownership from Osprey Point Restaurant Management, LLC to Thoroughbred Holdings, LLC; and

WHEREAS, Thoroughbred Holdings, LLC provided timely notice to the County that in lieu of exercising the first option to extend the Agreement, it was negotiating the sale of the business; and

WHEREAS, the initial term of the Agreement with Thoroughbred Holdings, LLC expired July 24, 2022 during negotiations to sell the business to Concessionaire; and

WHEREAS, Concessionaire acquired the business on September 1, 2022, which did not allow time to exercise the first option to extend in accordance with section 1.05 of the Agreement; and

WHEREAS, County staff obtained proper documentation and reviewed said documentation to determine Concessionaire’s financial viability and preparedness to provide services comparable to Thoroughbred Holdings, LLC; and

WHEREAS, County staff found that Concessionaire was financially viable and capable of providing comparable services as Thoroughbred Holdings, LLC and as such recommended a change of ownership from Thoroughbred Holdings, LLC to Concessionaire, and

WHEREAS, the Second Amendment to Concessionaire Lease Agreement (R2023-0496) (“Second Amendment”) dated April 18, 2023 changed the ownership from Thoroughbred Holdings, LLC to Concessionaire; and

WHEREAS, the County is satisfied with the performance of Concessionaire; and

WHEREAS, the County acknowledges timely notification of a request to extend was not feasible for the Concessionaire due to the date of acquisition of the business and consents to the extension of the lease term for a period of two years with the option to extend for one successive period of two (2) years; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Agreement, as amended.
2. The term of the Agreement is hereby extended to July 24, 2024 with one option remaining to extend for a period of two (2) years. Pursuant to the First Amendment, current Rent at \$51,500/\$5,150 per month, expiring on August 31, 2023 and increasing to \$63,654 effective September 1, 2023 through August 31, 2024.
3. Except as modified by this Third Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed as of 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: _____
Gregg K. Weiss, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Chief Assistant County Attorney

By: _____
Department Director

ATTEST:

CONCESSIONAIRE:
SW Hospitality Group, LLC, a Florida
Limited Liability Company

By: _____
Witness Signature

By: _____

Witness Printed Name

Its Manager Printed Name

By: _____
Witness Signature

Witness Printed Name

Attachment # 3

Third Amendment 2 @ 4 pages each)

THIRD AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT

THIS THIRD AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (“Third Amendment”) is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”) and **SW HOSPITALITY GROUP, LLC.**, a Florida Limited Liability Company (“Concessionaire”).

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WHEREAS, Osprey Point Restaurant Management, LLC provided notice to the County that due to the financial impact of Covid-19, it was no longer able to provide services under the Agreement; and

WHEREAS, due to the financial challenges, Osprey Point Restaurant Management, LLC partnership was purchased by Thoroughbred Holdings, LLC, and

WHEREAS, the First Amendment to Concessionaire Lease Agreement (R2021-1075) (“First Amendment”) dated August 17, 2021 modified the annual rent and approved a change in ownership from Osprey Point Restaurant Management, LLC to Thoroughbred Holdings, LLC; and

WHEREAS, Thoroughbred Holdings, LLC provided timely notice to the County that in lieu of exercising the first option to extend the Agreement, it was negotiating the sale of the business; and

WHEREAS, the initial term of the Agreement with Thoroughbred Holdings, LLC expired July 24, 2022 during negotiations to sell the business to Concessionaire; and

WHEREAS, Concessionaire acquired the business on September 1, 2022, which did not allow time to exercise the first option to extend in accordance with section 1.05 of the Agreement; and

WHEREAS, County staff obtained proper documentation and reviewed said documentation to determine Concessionaire’s financial viability and preparedness to provide services comparable to Thoroughbred Holdings, LLC; and

WHEREAS, County staff found that Concessionaire was financially viable and capable of providing comparable services as Thoroughbred Holdings, LLC and as such recommended a change of ownership from Thoroughbred Holdings, LLC to Concessionaire, and

WHEREAS, the Second Amendment to Concessionaire Lease Agreement (R2023-0496) (“Second Amendment”) dated April 18, 2023 changed the ownership from Thoroughbred Holdings, LLC to Concessionaire; and

WHEREAS, the County is satisfied with the performance of Concessionaire; and

WHEREAS, the County acknowledges timely notification of a request to extend was not feasible for the Concessionaire due to the date of acquisition of the business and consents to the extension of the lease term for a period of two years with the option to extend for one successive period of two (2) years; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Agreement, as amended.
2. The term of the Agreement is hereby extended to July 24, 2024 with one option remaining to extend for a period of two (2) years. Pursuant to the First Amendment, current Rent at \$51,500/\$5,150 per month, expiring on August 31, 2023 and increasing to \$63,654 effective September 1, 2023 through August 31, 2024.
3. Except as modified by this Third Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed as of 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**

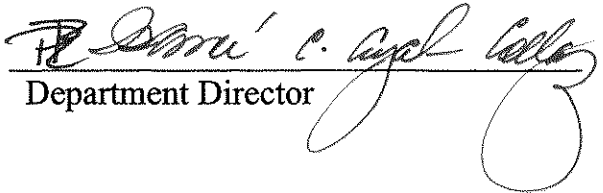
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Chief Assistant County Attorney

By: 
Department Director

ATTEST:

By: *Jamuna Khan*
Witness Signature

Jamanna Khan
Witness Printed Name

By: *Erika B.*
Witness Signature

Erika B.
Witness Printed Name

CONCESSIONAIRE:

**SW Hospitality Group, LLC, a Florida
Limited Liability Company**

By: *[Signature]*

Anderson Stedebaker
Its Manager Printed Name

Attachment # 4

Disclosure of Beneficial Interest

(3 pages)

DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

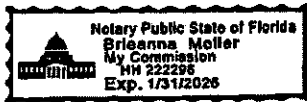
BEFORE ME, the undersigned authority, this day personally appeared Anderson Studebaker, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the member (position - i.e. president, partner, trustee) of 360 Hospitality Group, LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area").
2. Affiant's address is: 1127 Royal Palm Beach Blvd #508
Royal Palm Beach, FL 33411
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 concessionaire 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 entering into a Concessionaire Service Agreement for the Licensed Area.

FURTHER AFFIANT SAYETH NAUGHT.

Anderson Studebaker Affiant
Print/Affiant Name: Anderson Studebaker

The foregoing instrument was sworn to, subscribed and acknowledged before me this 20th day of July, 2022 by Anderson Studebaker who is personally known to me or [] who has produced FLD as identification and who did take an oath.



Brianna Moller
Notary Public
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 01/31/2026

EXHIBIT A
PROPERTY

Osprey Point Golf Course



Beneficial Interests of SW Hospitality Group

Anderson Stuebaker
3323 Brinely Pl
Royal Palm Beach, FL 33411
50% interest

Wylon Wong
13343 91st Pl N
Maple Grove, MN 55369
50% interest