

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

Meeting Date: May 7, 2024

Consent **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Fourth Amendment to Concessionaire Lease Agreement with SW Hospitality Group LLC, a Florida Limited Liability Company, to extend the term of the Agreement from July 25, 2024 to July 24, 2026.

Summary: On July 25, 2019, the Board of County Commissioners (Board) approved a Concessionaire Lease Agreement (Agreement) with Osprey Point Restaurant Management, LLC (R2019-1060) to provide food and beverage concessions at Osprey Point Golf Course in **Burt** Aaronson South County Regional Park for a term of three (3) years plus two 2-year options to extend. On August 17, 2021, the Board approved the First Amendment (R2021-1075) approving change in ownership from Osprey Point Restaurant Management, LLC to Thoroughbred Holdings, LLC. On April 18, 2023, the Board approved the Second Amendment (R2023-0496) approving the change of ownership from Thoroughbred Holdings, LLC to SW Hospitality LLC. On August 22, 2023, the Third Amendment (R2023-1107) retroactively extended the Agreement from July 25, 2022 to July 24, 2024. This Fourth Amendment extends the Agreement from July 25, 2024 to July 24, 2026. All other terms and conditions of the Agreement remain unchanged. The Parks and Recreation Department (Parks) will continue to have administrative responsibility for the Agreement. **(Property & Real Estate Management) District 5 (HJF)**

Background and Justification: The Concessionaire Lease Agreement was initially approved in 2019 as a result of a Request for Proposal. The Agreement includes an initial term of three years plus two 2-year options to extend. The Agreement also provides for rental rate increases of 3% each year. Subsequent to the approval of this Fourth Amendment, there will be no option to extend remaining. The current rent is \$63,654 per year through August 31, 2024. On the rental commencement date of September 1, 2024, the rent will increase to \$65,564 per year. Parks manages this Agreement and is satisfied with the performance of SW Hospitality and join Facilities Development and Operations in recommending approval of this Fourth Amendment. The ownership percentages for SW Hospitality are identified in the Disclosure of Beneficial Interests.

Attachments:

1. Location Map
2. Option to extend letter
3. Fourth Amendment to Concessionaire Lease Agreement
4. Disclosure of Beneficial Interests

Recommended By: _____

Department Director

Date

Approved By: _____

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$11,966)	(\$65,728)	(\$55,005)	(\$-0-)	(\$-0-)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$11,966)	(\$65,728)	(\$55,005)	(\$-0-)	(\$-0-)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes **X** No

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


Does this item include the use of state funds? Yes No

Budget Account No: Fund 1384 Dept 580 Unit 5258 Revenue Source 4729-03

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


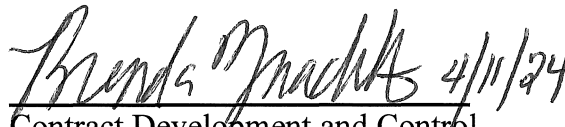
Rent through August 31, 2024 will be \$65,564 and increases at a rate of 3% annually each rental commencement date of September 1st.

Fixed Asset Number N/A

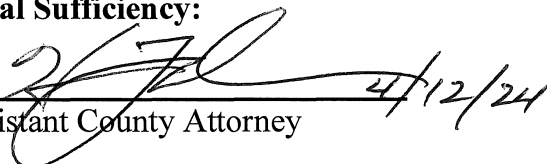
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

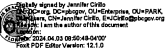
A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> OFMB <u>7/1/24</u> 6-8-24</p>	<p><u></u> Contract Development and Control <u>7/1/24</u></p>
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B. Legal Sufficiency:

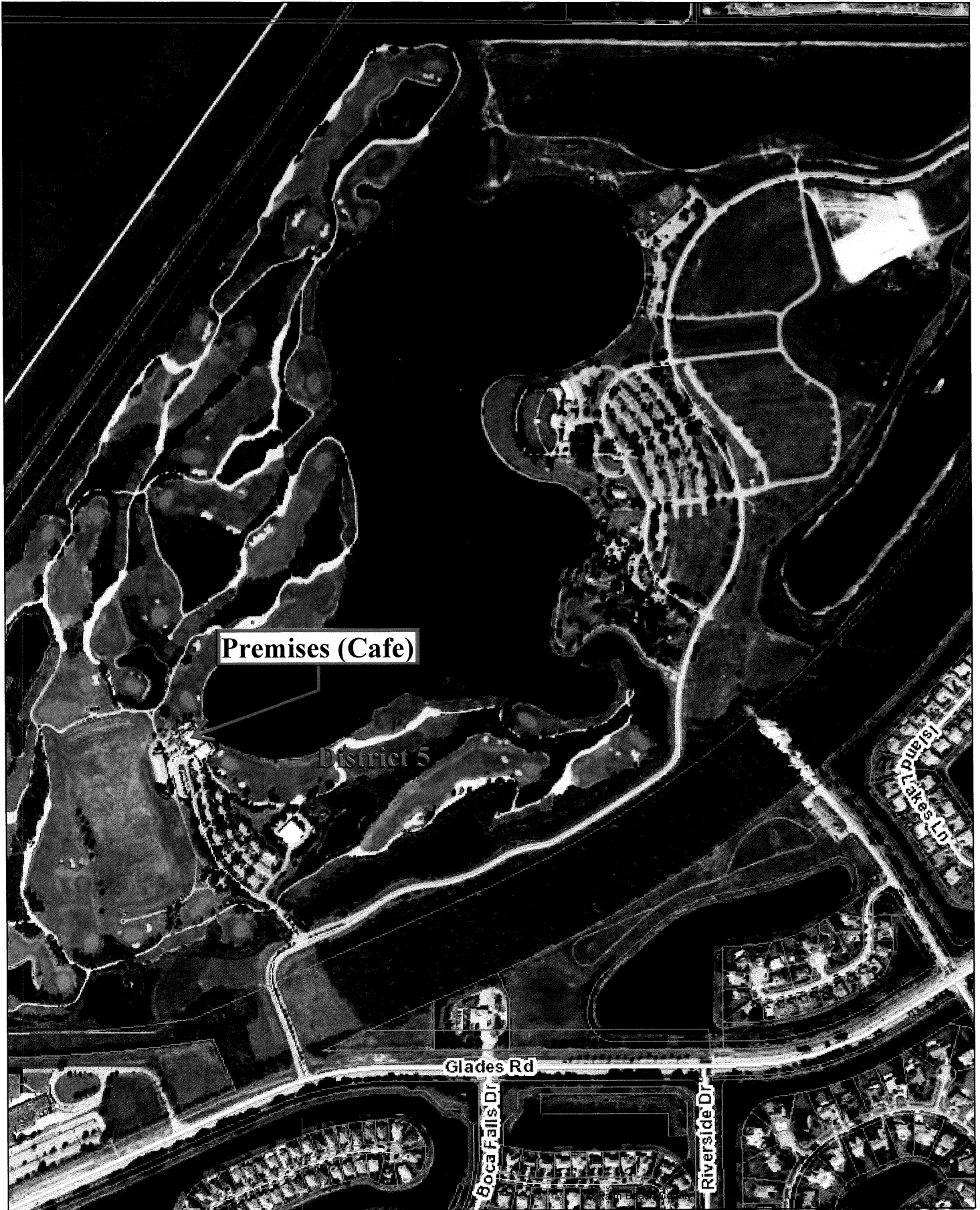

Assistant County Attorney 4/12/24

C. Other Department Review:

Jennifer Cirillo 
Department Director

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

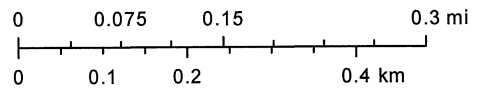
Osprey Point Golf Course



March 22, 2024

1:9,028

LOCATION MAP



Attachment # 1

Attachment # 2

Option to Extend Letter

SW HOSPITALITY GROUP
1127 Royal Palm Beach Blvd #508
Royal Palm Beach, FL 33411

SW HOSPITALITY GROUP

2/7/2024

Dear Indira Persaud,

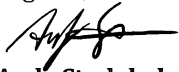
SW Hospitality Group would like to exercise our option to renew our terms for the following properties:

Osprey Point Restaurant Management, LLC. (The Nest Eatery) at Osprey Point Golf Course

GC Ventures FL, LLC. (Okee Grill) at Okeeheelee Golf Course

Please let me know if you need anything else.

Regards,



Andy Studebaker
713-385-6363
andy@swhgrp.com

Attachment # 3

Fourth Amendment (2 @ 4 pages each)

FOURTH AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (R2019-1060) (“Fourth 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 (R2019-1060) dated July 25, 2019, as amended as set forth herein (collectively, 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 extension options of two (2) years each; and

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

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

WHEREAS, the Third Amendment to Concessionaire Lease Agreement (R2023-1106) dated August 22, 2023 (“Third Amendment”) extended the term to July 24, 2024; and

WHEREAS, Concessionaire provided County with timely written notice that Concessionaire wishes to exercise its second of two available two (2) year renewal options; and

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

WHEREAS, County acknowledges timely notification of the request to extend and consents to the extension of the lease term for a period of two (2) years.

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 as ascribed to them in the Agreement, as amended.
2. The term of the Agreement is hereby extended to July 24, 2026, pursuant to the exercise of the second renewal option for two years.

3. Except as modified by this Fourth Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

The remainder of this page intentionally left blank

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

Delivered and signed in the presence of:

CONCESSIONAIRE:

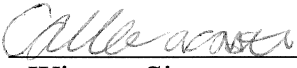
SW Hospitality Group, LLC, a Florida Limited Liability Company

By: 
Witness Signature

By: 
Signature

Breanna Moeller
Witness Printed Name

Anderson S. Schuber
Print Name

By: 
Witness Signature

Member
Print Title

Caleb Acosta
Witness Printed Name

ATTEST:

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

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

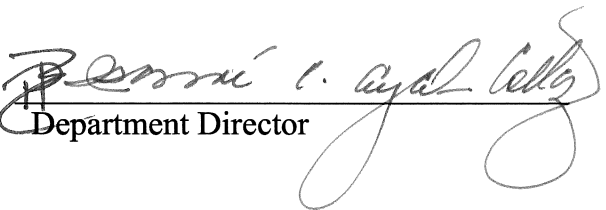
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Assistant County Attorney

By: 
Department Director

Attachment # 4

Disclosure of Beneficial Interest (3 pages)

CONCESSIONAIRE'S 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 SW 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.

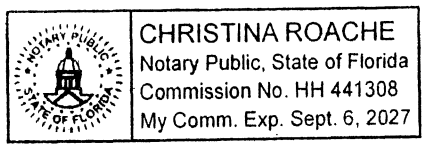
FURTHER AFFIANT SAYETH NAUGHT.

AS Affiant
Print Affiant Name: Anderson Studebaker

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 25th day of March, 2024, by Anderson Studebaker who is personally known to me or who has produced FLDL S331-001-74-097-0 as identification and who () did () did not take an oath.

Christina Roache
Notary Public

Christina Roache
(Print Notary Name)



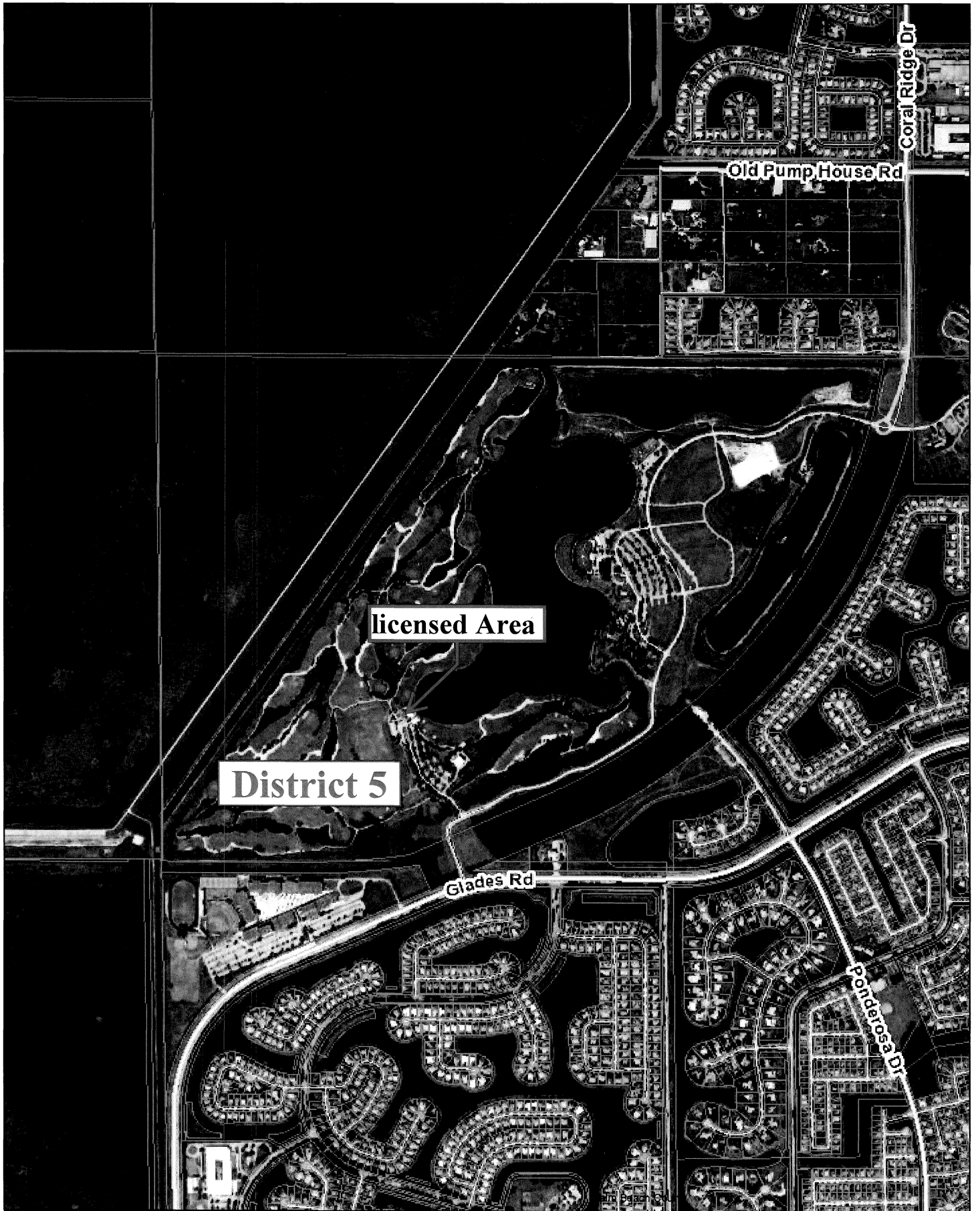
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Sept. 6, 2027

EXHIBIT "A"

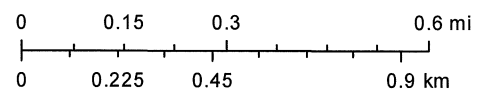
LICENSED AREA

Osprey Point Golf Course



March 28, 2024

1:18,056



II. FISCAL IMPACT ANALYSIS

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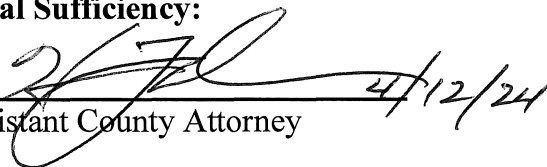
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 4/10/24 OFMB <u>7A 418</u> <u>ESW</u> 6-8-24</p>	<p><u></u> 4/11/24 Contract Development and Control 7nd 4/10/24</p>
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B. Legal Sufficiency:

 4/12/24
Assistant County Attorney

C. Other Department Review:

Jennifer Cirillo 
Department Director

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