



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the Letter of Intent with Battersby Golf for the purpose of negotiating a five (5) year lease to operate and manage a golf driving range and instruction center on North Campus. Fiscal Impact: \$0.00, Cumulative amount: \$0.00, Revenue: \$0.00

Presenter(s): Deborah Czubkowski, Vice President of Facilities Management

1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space. At the December 10, 2024, Contract Committee meeting the committee members authorize staff to proceed with negotiating a Letter of Intent (LOI) with Battersby Golf for the purpose of operating and managing a golf driving range and instruction center on North Campus. Once negotiated, the LOI would be presented to the Contract Committee for review and consideration.

The LOI was to be based on the same terms and conditions as outlined in the December 10, 2024, agenda item. Such terms and conditions are below:

Key Lease Terms

Premises: See Exhibit A, together with the right to use up to sixteen (16) for staff and customer parking as depicted on Exhibit A.

Tenant Funded Improvements: Battersby will be responsible for making the improvements described on Exhibit B at commencement of the lease. The projected total cost of the improvements is \$129,900.

Rental Amount: \$2,000 per month during year 1 with 3% annual escalation clause.

Operating Expenses: Battersby is responsible for all operating expenses, including utilities, lawncare services, facility and ground maintenance, repairs and replacements.

Security Deposit: None.

Term: Initial term of five (5) Years with two (2) two (2) year extension options.

Permitted Use: Golf driving range and instruction center.

College Early Termination Right: The College may terminate the Lease at the end of the second (2nd) Lease year and anytime thereafter for any reason by providing at least one hundred twenty (120) days written notice. If the College elects to terminate during the initial term, the College will be required to reimburse Battersby an amount equal to the unamortized value of the tenant funded improvements (estimated: \$129,900). The amortization will be on a straight-line basis.

College Reserved Rights: Use of the facility for College special events. Such events shall be College internal events, and shall not exceed four (4) business days per year. Tenant's sole responsibility in connection with such College events would be to provide use of the facility. The College would be responsible for any and all event associated costs.

Other College Benefits: College staff and students will receive discounted rates to the Golf Driving Range during regular hours based on availability.

If approved by the Contract Committee, staff will work with Broward College legal counsel to prepare a Lease Agreement with the same general terms and conditions as articulated in the LOI. Once the Lease Agreement has been fully drafted and all terms and conditions have been agreed to by Battersby Golf, the official Lease Agreement will be brought back before the Contract Committee and then to the BOT for final review and approval.

2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.

Not Applicable

3. Describe business rationale for the purchase and how it was procured.

(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated. Not Applicable

(B) How does the purchase support the Strategic Business Plan. Not Applicable

(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation. Not Applicable

(D) If a competitive solicitation process was conducted by the College, describe the process. Not Applicable

This Executive Summary is approved by:

Deborah Czubkowski
Vice President of Facilities Management

SUMMARY OF BASIC LEASE INFORMATION

DRAFT V1 12/12/24

This Summary of Basic Lease Information (the "Lease Summary") is non-binding, non-final document which is intended to provide a limited summary of the current status of certain issues pertinent to the ongoing negotiations between the District Board of Trustees of Broward College, Florida and Battersby Golf LLC of the terms and conditions of the Golf Driving Range Lease located on Broward College North Campus. In the event that the parties mutually agree upon the terms and conditions of and execute a definitive Golf Driving Range Lease, the then-current terms of the Lease Summary as finalized and agreed upon by the parties would be attached to the Golf Driving Range Lease, and to the extent of any conflict between the Golf Driving Range Lease and Lease Summary, the Golf Driving Range Lease would govern.

1. Date of Lease Summary:	[9/9/24]
2. Landlord:	District Board of Trustees of Broward College, Florida
3. Address of Landlord:	6400 NW 6 th Way Fort Lauderdale, FL 33309
4. Tenant:	Battersby Golf LLC
5. Address of Tenant:	Broward College 10000 Coconut Creek Blvd Coconut Creek Fl. 33066
6a. Lease Premises:	An area on the undeveloped property on the South Side of the Broward College North Campus (Premises) currently being used as a Golf Range, by Battersby Golf LLC, further described in Exhibit A
6b. Condition of Premises:	The Premises is currently in need of capital improvements to bring the facility and grounds up to the current Building code.
6c. Delivery of Premises with proposed improvements	The Parties intend that Landlord deliver the Premises to Tenant for commencement of full scope of work to construct and complete, herein referred to as "Tenant's Improvements" and further described in Exhibit B. All improvements performed on or at the Premises must obtain the required approvals, permits, licenses, and consent by the

	<p>College and other governmental authorizations necessary to conduct the proposed improvements. Tenant is responsible for all cost associated with Tenant Improvements. Such Tenant Improvements are to be initiated within <u>3</u> months of the Rent Commencement Date and completed within 12 months pending no unforeseen delays. The Tenant will submit to the College a design drawing and timetable for the completion of the Tenant Improvements within 60 days of the Lease Commencement Date. The Tenant will notify the College in writing within 10 days of any delays relating to the Tenant's plan for the completion of the Tenant Improvements. Landlord reserves the right to terminate the agreement should it determine that the Improvements are unduly delayed. The college will give the Tenant notice of any such potential determination in order to allow Tenant a period of time to correct the cause of such determination.</p>
7. Parking:	<p>Tenant will be assigned up to sixteen (16) for staff and customer parking as depicted in Exhibit A. Any additional or different parking for Tenant's operations at the Premises shall be identified and approved by Landlord. College reserves the right to move parking area to agreeable and convenient spaces if required or useful for the College.</p> <p>Tenant may request by written notice to Landlord that additional parking be provided by the College for special events with reasonable advance notice and authorization from College in its discretion.</p>
8. Common Areas:	<p>Tenant shall have the non-exclusive right to use as common areas: the parking area available to Tenant; providing access to and egress from the Premises; and other common areas depicted in <u>Exhibit A</u>.</p>
9a. Permitted Use of Premises By Tenant:	<p>Tenant's management and operation of a Golf Driving Range and Instruction Center on the Premises. All costs, expenses, licenses, fees, charges and taxes arising out of or relating to the operation of the Golf Range shall be borne by Tenant.</p>
9b. College Use of Premises:	<p>Tenant will cooperate and coordinate with the College to enable the College to use the Premises for Broward College special events. Such events shall be College internal events, and shall not exceed four (4) business days per year.. Tenant's sole responsibility in connection with such College events would be to provide the Premises. The College would be responsible for any and all event associated costs.</p>
9d. College Students and Staff:	<p>Tenant intends to provide Broward College staff and students discounted rates to the Golf Driving Range during regular hours based on availability</p>
10a. Effective Date of Lease; Lease Commencement Date:	<p>The day the Lease is signed by the Parties after Landlord's execution of the Lease has received any required authorization or approval by the District Board of Trustees of Broward College, Florida, which is projected to occur on or about TBD</p>

10.b Term:	The term commences on the Lease Commencement Date and expires on the day before the fifth (5th) anniversary of the Rent Commencement Date (the "Initial Term"), unless such term is reduced or extended in accordance with the terms of the Lease. Tenant has the right to extend the Initial Term of the Lease two (2) times, each such extension being for a full two (2) year period. Such extensions are at the discretion of the Board of Trustees. Tenant shall provide written notice to the College of its intent to extend the lease at least 90 days prior to the expiration of the Initial Term (or the first extension, as applicable).
10c. Rent Commencement Date:	Rent Commencement Date shall be the same date as the Lease Commencement Date.
11. Base Rent; Escalation; Abatement:	The Annual Base Rent for the first Lease Year is two-thousand dollars (\$2,000.00) per month, plus sales tax. The Annual Base Rent is subject to escalation of three percent (3%) annually. Such increase in the Base Rent shall be effective at each anniversary of the Rent Commencement Date.
12. College Early Termination Right	The College may terminate the Lease at the end of the second (2 nd) Lease year and anytime thereafter for any reason by providing at least one hundred twenty (120) days written notice. If the College elects to terminate during the initial term, the College will be required to reimburse Battersby an amount equal to the unamortized value of the tenant funded improvements (estimated: \$129,900). The amortization will be on a straight-line basis.
13. Security Deposit:	N/A
14. Tenant Due Diligence:	Tenant reserves the right to conduct due diligence for a sixty (60) day period commencing on the Lease Commencement Date for the sole and exclusive purpose of determining to Tenant's reasonable satisfaction and the ability of the Tenant to apply for and receive in a timely manner permits, licenses, concessions, approvals and consents of the College, other governmental authorities and third parties required for the construction and completion of Tenant's Initial Improvements and commencement of full commercial operation of the Premises for the Permitted Use. Tenant will be deemed to have failed to satisfy or waive the due diligence condition and the Lease shall be terminated without further act or communication by Landlord unless prior to the end of such sixty (60) day due diligence period Tenant delivers notice to Landlord informing that Tenant has unconditionally satisfied and/or

	irrevocably waived the due diligence condition.
15. Use Commencement Date; Landlord Termination Right:	The date Tenant has completed the Tenant's Improvements and satisfied all conditions to the commencement of full use of the Premises for the Permitted Use; provided that Landlord shall have the right to terminate the Lease and draw on the security if the Use Commencement Date has not occurred before the end of the period of one hundred eighty days (180) after the Lease Commencement Date.
16. Requirements for Design, Equipping and Installation of Equipment and Improvements:	In designing, equipping, installing, constructing and completing improvements, installations at the Premises, including the Tenant's Improvements, Tenant shall comply with all applicable laws, permits, College rules, regulations, policies, procedures and practices (College Standards") and standards, rules and regulations of the State of Florida.
17. Allocation of Tenant Improvement Costs and Expenses.	<p>Tenant shall be responsible for all expenses for designing, permitting, constructing, equipping and installation of Tenant's Improvements, including any work related to the removal of pump stations, unusable plumbing and irrigation systems, existing structures, etc.</p> <p>Landlord shall have the right to remove from the Premises items of equipment, furniture, supplies and materials selected by Landlords. All other equipment, furniture, supplies and materials that remain at the Premises shall be transferred to Tenant as-is, where-is without any warranty express or implied, and Tenant shall be responsible for all maintenance, repair, replacement and disposal of any such items.</p> <p>Landlord is not obligated to provide any work, services, products, materials or supplies in connection with the installation, construction and completion of the Tenant's Improvement.</p>
18. Allocation of Operating Expenses:	<p>Tenant shall be responsible all expenses associated with the day-to-day operation of the Premise, including utilities, lawncare services, facility and ground maintenance. Unless otherwise specified in the Lease, the improvements, modifications, additions, removals, day-to-day maintenance and repair of the Premises, utility, communication, data and information services, and furnishing of the Premises is the sole responsibility, of Tenant, including payment of Tenant's portion of the FPL electrical bill for the Building and Chillers, and landscape upkeep as well irrigation systems</p> <p>Landlord will provide access to power for the Premises.</p>
19. Signage:	Tenant shall be permitted to locate promotional signage at the Premises. Any signage that Tenant desires to locate at the Premises, the Building and common areas shall first be approved by Landlord. All costs and expenses relating to the procurement,

	installation, operation, powering, maintenance, repair and removal of signage shall be borne by Tenant.
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Landlord and Tenant hereby execute this Lease Summary on the __ day of October 2024.

LANDLORD:

District Board of Trustees of Broward College, Florida,.

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT:

Battersby Golf, Inc.

By: Chris Wilson

Printed Name: Christopher Alexander Wilson

Title: Owner / President

Date: 01/17/2025

North Campus Site Map

Exhibit A



EXHIBIT B

Tenant Improvements Description of Work

- 1. Renovation of the Driving Bays:** Upgrading the current driving bays with state-of-the-art equipment, including automated ball dispensers, improved lighting, and all-weather protection.
- 2. New Amenities:** Adding a new pro shop for a comprehensive experience for patrons. These changes will obviously be up to code with any city, fire, or college standards.
- 3. College Integration:** We would like to discuss with the college, reincorporating golf as part of classes offered to the students, as well as student and employee discounts.
- 4. Landscape and Facility Improvements:** Upgrading the landscaping and overall aesthetics of the property to create a more appealing environment for our patrons. This includes the demolition of the maintenance building located at the back of the property.

Upon receiving a new and expanded lease, Battersby Golf, Inc. is committing to investing significant capital into the property to bring the facility up to code. Below is an estimate of the intended commitment and renovations for the leased property.

- | | |
|--|----------|
| 1. Demolition and Removal of 3 existing structures: | \$22,200 |
| Contracting an electrician to safely remove wiring | |
| Reserving and renting equipment (dumpster and frontend loader) | |
| Contracting FPL to disconnect and reconnect the meter | |
| Rewiring of the outside stadium lights | |
| Hiring the remaining necessary construction personnel | |
| 2. Rebuilding the sprinkler structure: | \$43,200 |
| Redoing the sprinkler system for a 3-acre tee box | |
| 3. Rebuilding the Pro Shop structure: | \$64,500 |
| Adding a cement foundation | |
| Building out new physical structure | |
| Wiring and plumbing | |

Total estimated cost = \$129,900

EXHIBIT B (Cont.)

The plan for renovating the range will involve 3 main projects.

1. **Demolition of the Maintenance Shed** - This process is relatively straight forward. The only thing that we will need is to rent a large portable dumpster. We will completely demolish the building and remove all trash and other objects. The area will be left flat and clean, still enclosed by the fence. The time table on this should be about 2-3 weeks and we will begin as soon as the new lease is signed with the college.
2. **Changing the current office**- We are going to remove the current office building and put in its place a new office. We are currently negotiating with two different companies for the new office. Below are models and floor plans and some we are considering. Most importantly, the new office building will be up to code. We will remove the old building, and the companies we are negotiating with will install the new office building. To avoid any major reconstructing of plumbing and electric, we will install the new building in the current place of the old one. We have discussed time tables with both companies, and installation takes 3 weeks once the site is prepared. Between removal of the old office, delivery, and installation it should be about 6-7 weeks before the new office is on site and fully functional after signing the new lease with the college.
3. **New irrigation system and landscaping**- This is the most complex of the projects. We are planning on installing a new irrigation system. The main objective of this, is to irrigate the 13-acre field so the sand holes will be eliminated. We will prepare and flatten the the sand holes and place new sod over them with the new irrigation system providing the necessary water. The time table on this project will be approximately 2 months which we will begin after the new office is installed.

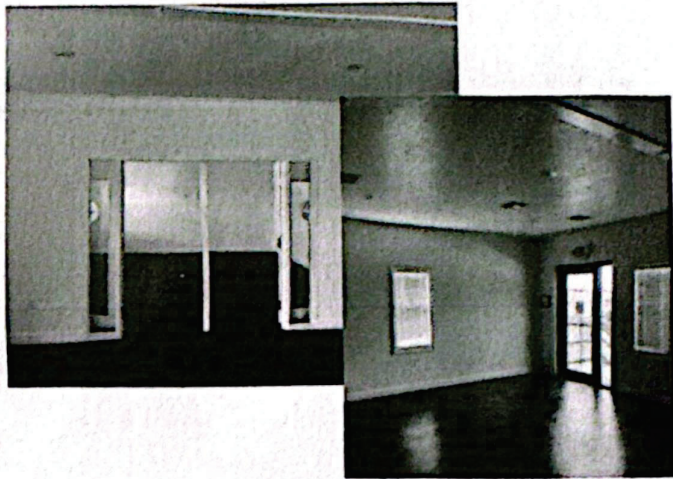
Below are pictures of a few offices we are considering with one of the modular companies we are in negotiations with. We would like to emphasize, the longer the lease we receive from the college, the more comprehensive an office we can install onsite:

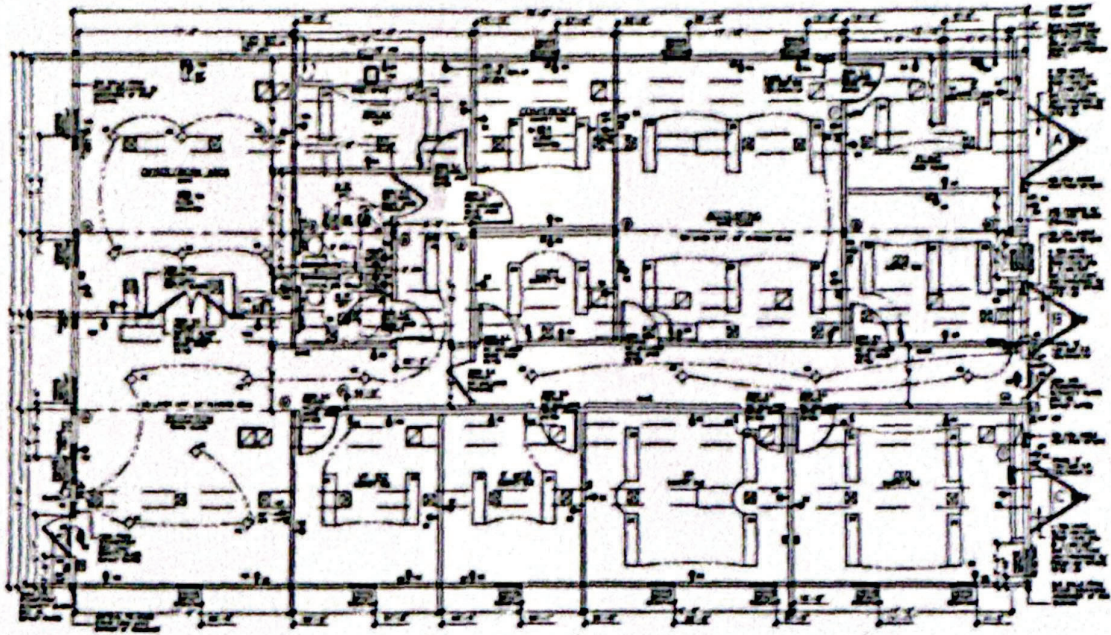
42'x 76' FL Code Modular Office Building

Features:

FL Code Modular Office Building

- 180 mph Wind Design HVHZ rated for Miami-Dade
- Hardie Panel Siding (Concrete Board)
- 2 Handicap Restrooms
- Main Door is Storefront
- High Impact Windows
- EPDM Roof System
- Knockdown Ceiling Texture
- Drywall, Taped, Mud & Finished with Paint
- Vinyl Composite Tile Flooring in Break & Bathrooms
- Carpet Tile in Offices & Small Conf. Room
- Maybe installed anywhere in Florida





24'x 60' FL Code Modular Office

Features:

**FL Code Modular Office – 4
offices/ 2 baths w/ open work area**

- 180 mph Wind Design HVHZ rated for Miami-Dade
- Hardie Panel Siding (Concrete Board)
- High Impact Steel Doors with Steel Frame
- High Impact Windows
- White EPDM Roof System
- T-grid Ceiling
- Vinyl Covered Gypsum Thru-out
- Vinyl Composite Tile Flooring Thru-out
- Maybe installed anywhere in Florida

