



EXECUTIVE SUMMARY

Authorize the President to (i) execute a non-binding Letter of Intent with Battersby related to the operation and management of a golf driving range and instruction center on the North Campus based on substantially the same terms set forth in the Executive Summary and any additional terms determined to be in the best interest of the College and (ii) negotiate a final lease agreement with Battersby based on the Letter of Intent, for final approval by the Board.

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.

Background

In 1994, the College entered into the initial lease agreement with Battersby Golf, Inc. (“Battersby”) related to the Battersby Golf Driving Range and Education Center on the North Campus. In May 2019, the College approved a new three (3) year lease agreement, with rent at approximately \$1,300 per month rent plus additional benefits for students and staff discounts and limited reserved use rights. Since the 2019 lease agreement expired in 2021, Battersby has been leasing the property on a month-to-month lease basis at a rental rate of approximately \$1,300 per month.

Approximately one year ago the College Building Official and Environmental Safety and Chief Fire Official conducted an inspection and determined the required improvements that would be needed. The improvements include, but are not limited to: new irrigation systems, upgraded seeding and turf maintenance, and a new Pro Shop building.

Staff Recommendation

Staff recommend that a new lease be entered into with Battersby based on the key terms below.

It should be noted that one of the driving incentives for the College has been the fact that Battersby is solely responsible for the maintenance and appearance of this large tract of land on the SW corner of the North Campus, a substantial offset of expense to the College.

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.

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.
4. Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

This Executive Summary is approved by:

**Deborah Czubkowski
Vice President of Facilities Management**