



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the President to (i) negotiate 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, subject to Board of Trustees final approval.

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?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

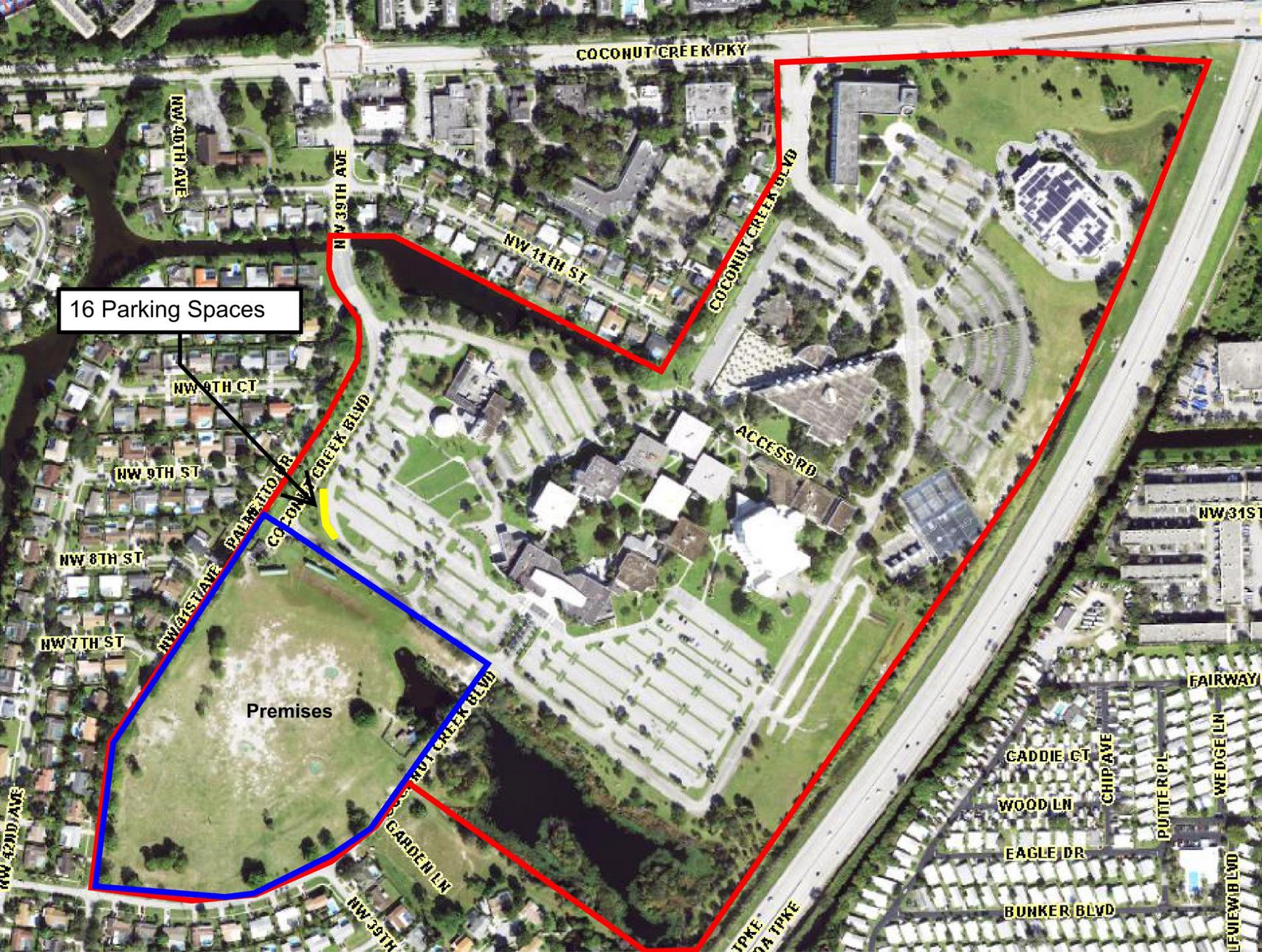
This Executive Summary is approved by:

**Deborah Czubkowski
Vice President of Facilities Management**

APPROVAL PATH: CS 126 Battersby Golf LLC (Summary of Basic Lease Information)

Department Head 1 Auto Complete	N/A Auto Complete	11/1/2024
Review Executive Summary and Add Files	Janet Similien	10/30/2024
Departments Approved-Auto Complete	Janet Similien	11/4/2024
Auto Complete-No IT Review Needed	Raj Mettai	11/4/2024
Auto Complete - No IT Review Needed	Janet Similien	11/1/2024
Department Head 2 Review	Ana Ovalles	11/1/2024
Department Head 3 Review	Donald Astrab	11/4/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	11/4/2024
Budget Review- Auto Complete	Christine Sims	11/21/2024
Procurement Review	Orlando Aponte	11/20/2024
CFO Review	Rabia Azhar	11/22/2024
Attorney Review	Kristina Raattama	11/22/2024

North Campus Site Map



16 Parking Spaces

Premises

Legend

Broward College North Campus	
Premises	

Planned Renovation of the Driving Range

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



