

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2019

☐ **Consent**

[X] Regular

[] Ordinance

☐ **Public Hearing**

Department: _____

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) adopt** a resolution authorizing a nine (9) month extension of the term of the Governmental Center Lease Agreement with LJL Food Management, Inc., a Florida Corporation, d/b/a Tina's Café;

- B) approve** a Sixth Amendment to the Governmental Center Lease Agreement with Tina's Café's (R2002-0829); and

- C) direct** staff to conduct a new RFP for food service operations at the Robert Weisman Palm Beach County Governmental Center.

Summary: LJI Food Management, Inc., d/b/a Tina's Café, has been the food service provider operating in the Governmental Center Parking Garage since 2005. The current Lease Agreement with Tina's Café will expire on January 31, 2019. On October 16, 2018, (Agenda Item 5D-4) the Board did not support staff's recommendation to allow the lease to expire and convert the space for use by County Departments. The Board indicated that a full service restaurant is an important amenity for the Governmental Center. The Board requested that Tina's provide more detailed information on its capital expenditures to assist the Board in deciding whether to extend the Lease with Tina's or issue a new RFP. On November 13, 2018 Tina's responded with the letter attached to this agenda item as Attachment 2 which included a petition of support for extending the Lease with Tina's and identified expenses of approximately \$20,000 to bring a Fire Suppression system up to code, and cited various other maintenance expenses of \$10,000 without providing any supporting documentation. Staff reviewed Tina's claimed expenses against our records. On January 6, 2012 and again on February 25, 2015 Tina's was cited by West Palm Beach Fire Department for continued code violations associated with its fire suppression system. According to building permits, the cost to cure these violations was \$4,849. Annual financial statements which Tina's is required to provide identify annual repairs and maintenance expenditures of \$7,187 in 2017, \$6,432 in 2016, \$12,140, in 2015 and \$6,835 in 2014. Staff recommends that the County conduct an open and competitive RFP process for selection of a food service vendor. Typically the County promotes periodic rebidding of County service contracts to provide opportunities to new vendors to compete for County contracts. This vendor has been in place for 13 years. Additionally, there is a long history of Tina's defaulting on payment of rent (even after rental reductions) and otherwise failing to comply with its obligations under the Lease. Currently, Tina's is late paying rent for December and is required to pay \$6,917 of deferred rent on January 1, 2019. Conducting a new competitive RFP will identify whether other vendors could provide better meal selection, service and pricing, and would also ensure that the rental rate is competitive. **(PREM) Countywide (HJF)**

(continued on page 3)

Attachments:

1. Location Map
2. Letter from Tina's in support of its extension request
3. Resolution
4. Sixth Amendment
5. September 12, 2017 Agenda Item 5A-1
6. Letter to Tina's regarding deferred rent

Recommended By:

Department Director

12 20 18

Date _____

Approved By:

County Administrator

1/3/19

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$11,067)	(\$1,383)	\$0	\$0	\$0
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$11,067)	(\$1,383)	\$0	\$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 X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6225
Program _____

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

Fixed Assets Number N/A

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 12/21/18
OFMB

[Signature] 12/20/18
Contract Development and Control

B. Legal Sufficiency:

[Signature] 12/31/18
Assistant County Attorney

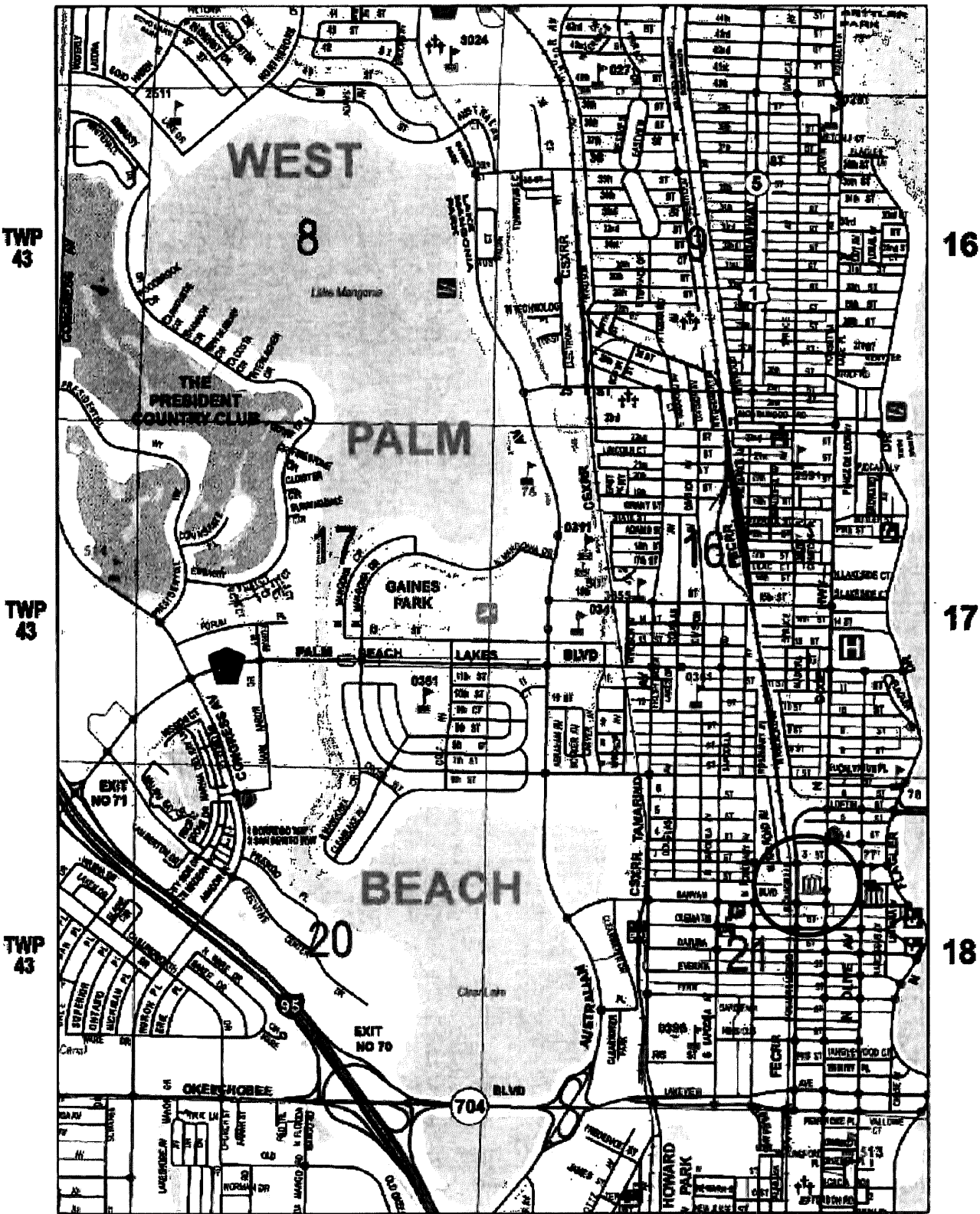
C. Other Department Review:

Department Director

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

Background & Policy Issues: There is a long history of poor performance by Tina's Café as described in detail in the attached September 12, 2017 agenda item. In 2016 and 2017, PREM was contacted by several parties who were negotiating with Tina's Café to purchase the business. On March 1, 2017, staff sent notice to Tina's Café that pursuant to Article XII of the Lease, written consent from the County must be received prior to any sale/assignment of the Lease. A long term extension of the Lease with Tina's would enable Tina's to sell its business and make it more difficult for the County to object to a new vendor taking over. Staff recommends that the County retain sole control over selection of an operator by conducting an RFP process. Staff recommends that Tina's be allowed to respond to the RFP. A 9 month extension of this Lease will provide time to conduct the RFP process and allow Tina's to continue providing service in the interim.

Currently there is an outstanding balance of \$35,983.08 in tax liens that is owed to the Department of Revenue and two judgments against Tina's Café: one for \$12,873.00 owed to Cheney Bros, Inc. and the other \$13,688.94 owed to Gordon Food Services, Inc. In addition, pursuant to the Second Amendment (R2010-0436), the \$6,917.08 of deferred rent for November and December of 2009 and January of 2010, is due in January of 2019.



LOCATION MAP

ATTACHMENT #1

11/13/18

To whom it may concern

This letter is in response to the letter we received from the County. A couple of years ago we were told by the City that the Fire Suppression System needed to be upgraded to Current Code. We spoke to Mr. Wiseman about working out the costs as it is attached to the Building, we felt this should be the responsibility of the County. Time was of the essence in getting this done to avoid fines. We went ahead and paid for this system, costing approximately \$20,000. This was done with the intention of a renewal of Lease. This was a huge setback for a small mom and pop shop being Tina's. These invoices and plans have already been submitted to the County in the past.

Since then, we have changed Water Heaters, bathrooms, lighting, digital menu boards and miscellaneous pieces of Equipment once again in anticipation of extending our relationship with the County to the tune of 10,000. We are aware of the much needed further work that needs to be done. We have received quotes on rebranding the restaurant into a new name, a new face and what we feel the Downtown area is in need of to accommodate the staff and the General Public. We have also taken suggestions and comments from our most valued customers as to what changes they would like to see. Keeping that in mind, we believe after 15 years we are ready to implement these changes and extend our relationship with the County.

These changes will cost us approximately \$50,000. We are still receiving quotes from various vendors and do not have an amount as of yet set in stone.

Many of our most valued customers were concerned and started a small petition in our behalf earlier this year. Please see attached 350 signatures and various comments in our favor from our many loyal fans. This petition was done over the course of 2 weeks. Amazing!!!! God is good. We were shocked and brought to tears.

We are hoping to somehow come to terms with the County and the Board as to what our fate holds, so that we may begin renovations for a new and improved facility for the new year. We would love to sit with you or anyone that is interested and go over the changes and future plans that we would like to implement and work together with any ideas or suggestions that you may have as well.

Thanking you in advance

Petro and Katina Bikos

Tina's Café-Owner's

ATTACHMENT NO. 2

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PETITION FOR LEASE EXTENSION OF TINA'S CAFE

Petition summary and background	This is a Petition to support the lease extension for Tina's Cafe
Action petitioned for	We, the undersigned, are concerned citizens who urge the Palm Beach County Board of County's Commissioners to approve the lease extension of Tina's Café.

Printed Name	Signature	Comment	Date
DAVID ADOMATIS	<i>[Signature]</i>	I EAT HERE EVERY DAY, SOMETIMES TWICE	2/2/18
DAVID ROOSTA	<i>[Signature]</i>	I EAT HERE EVERY DAY	2/2/18
GORDAN PANO	<i>[Signature]</i>	CREATE PLACE	2/2/18
Alice Moss	<i>[Signature]</i>	Please help the stay to help	2/2/18
Ibrahim Sotuh	<i>[Signature]</i>	convenient location	2/2/18
Jeffrey Smith	<i>[Signature]</i>		2-2-18
Richard Hernandez	<i>[Signature]</i>	We need Tina's	2-2-18
Heath Bradstock	<i>[Signature]</i>	We need Tina's	2-2-18
Scott Gregory	<i>[Signature]</i>	I eat here all the time	2/2/18
Kristin Deese	<i>[Signature]</i>	Love this place + convenient	2/2/18
George Georgette Fabriz	<i>[Signature]</i>	We need food and they take care of us, they need to stay	2/2/18
Milen Ruyrobs	<i>[Signature]</i>	We need to keep a lunch	2/2/18
Lisa Barajas	<i>[Signature]</i>	Love convenience	2/2/18
Dorray Gail	<i>[Signature]</i>	need to eat	2/2/18
Mae Jane Vincent	<i>[Signature]</i>	renew the lease.	2/2/18
VENKATA	<i>[Signature]</i>	Renew the lease	2/2/18
VJ	<i>[Signature]</i>	Love it	2/2/18
SANDEEP	<i>[Signature]</i>	Do it	2/2/18

ATTACHMENT no. 2

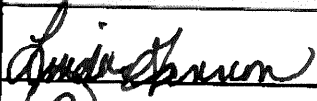



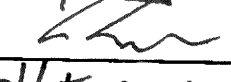

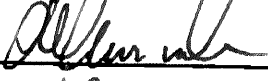
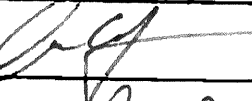
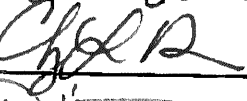




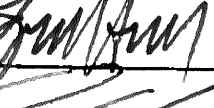

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Printed Name	Signature	Comment	Date
Theresa Miller	Theresa Miller	need my coffee	2/2/18
Suilekha Chunchulu	Suilekha	This place needs to be open as everyone gets their food here	2/2/18
April Ornelas	April Ornelas	Enjoy breakfast & lunch everyday!	2/2/18
Linn Gualzo	Linn Gualzo	We need a restaurant	2/2/18
Misty Sprakes	Misty Sprakes	I LOVE T-N-A-S WE NEED THEM	2/2/18
Stephanie Higgins	Stephanie Higgins	Love to eat here	2/2/2018
Linda Connor	Linda Connor	come almost every day	2-2-2018
Travis Telfer	Travis Telfer	Great Place	2-2-2018
TSIEGE MARQUESS	TSIEGE MARQUESS	The best place	2-2-2018
Dilay Hupstad	Dilay F. Hupstad	Great Service	2/2/18
Samal Howard	Samal Howard	Great Food	2/2/18
Manuel De Avila	Manuel De Avila	Best place around!	2/2/18
Nicole Barrett	Nicole Barrett	Kind helpful waitress	2/2/18
Debbie Slutsky	Debbie Slutsky	great place, they know my order	2/2/18
Warren Schuler	Warren Schuler	Convenient - needs to stay	2/2/18
John Gildea	John Gildea	A decent spot	2/2/18
Precious Gaiter	Precious Gaiter	I'M HERE, LOVE MS EVERYDAY! TINA & HER SON	2/2/18
Conyle D. Gembler	Conyle D. Gembler	Great Place / I love it	2-2-18
TERRI HALL	Terri Hall	We need them here!!!	2-2-18
David Immort	David Immort	We have them	2-2-18
Winter Ins	Winter Ins	Great Place. Eat here everyday	
DALE JOHNSON	Dale Johnson	Eat here often. Great place	2-2-18

ATTACHMENT NO. 2

Printed Name	Signature	Comment	Date
R. Rodriguez	R. Rodriguez	convenient lunch location	2-2-18
E. Rodriguez	E. Rodriguez	convenient ^{LUNCH} location	2-2-18
T. Stefanopoulos	T. Stefanopoulos	LOCATION	2/2/18
Z. Yarian	Z. Yarian	Invaluable eatery/hub	2/2/2018
Bill Crammed	Bill Crammed	we need This Cafe	2-2-2018
Richard Gaffney	Richard Gaffney	Best lunch around	2-2-18
J. Zinzel	J. Zinzel	Love this place eat here w/klly	2-2-18
L. DiPasquantonio	L. DiPasquantonio	Best escape from work - eat here @ least 2x a week	2-2-18
E. Rodriguez	E. Rodriguez	almost daily - Quick, easy, convenient	2-2-18
J. Garfield	J. Garfield	great food & service	2-2-18
Tim Gallo	Tim Gallo	Quick checking convenient	2-2-18
Ray Martinez	Ray Martinez	convenient location	2-5-18
Bob Schmidt	Bob Schmidt	Please keep them	2/5/18
KEITH BARNETT	Keith Barnett	Good location. Easy access	OPEN Feb 2018
Steve Hand	Steve Hand	great food, easy access, close to the job	2/5/18
Robert Sewate	Robert Sewate	Every morning coffee & daily lunches	2-5-18
Deborah	Deborah	Needed	2-3-18
Brian Overfield	Brian Overfield	Convenient	2-3-18
Doris Giraldi	Doris Giraldi	need / good stuff	2/5/18
Joseph Broz	Joseph Broz	convenient please keep	2/5/18
Aaron Papers	Aaron Papers	must have. Best & most convenient by car/house	2/5/18
Kenneth R. Rukh	Kenneth R. Rukh	Must stay open great service	2-5-2018

ATTACHMENT NO. 2

Printed Name	Signature	Comment	Date
LINDA GANNON			2/5/18
Shawn Mikato			2/5/18
TOM PENABAZZ			2/5/18
ELAINE HODDER	E Hodder		2/5/18
Thomas Schaefer			2/5/18
Randy Guckola			2/5/18
Katie Malanaphy	Katie Malanaphy		2/5/18
CRIN CREASE	Crin Crease		2/5/18
NATASHA STAMET	Natasha Stewart		2/5/18
ANN SUPREME		This where I get my breakfast & lunch everyday	2/5/18
Altuon Webster			2/5/18
W. BARISH	W Barish		2/5/18
Anthi Vohnt		STAYED BTR Regular	2/5/18
LUCAS QUINONES	Lucas Quinones	REGULAR	2-5-18
Cheryl Perez			2/5/18
Diane Yonn			2/5/18
Krista Quredo			2/5/18
Priscilla Gilbert		I eat here all the time!	2/5/18
Brandon Tucci		Great place Great food family owned	2/5/18
Darcel Cart	Darcel Carter	Great Restaurant to eat at w/ good customer service	2/5/18
TYRELL HALL		I EAT HERE DAILY	2/5/18
ED ALLEN		EAT HERE REGULARLY	2/5/18

ATTACHMENT NO. 2

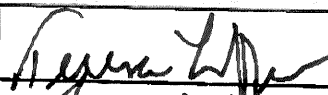
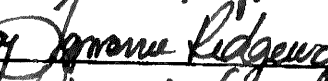






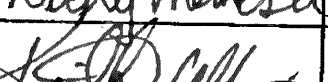


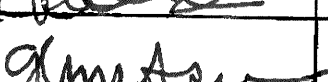
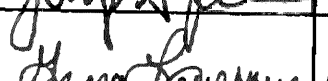
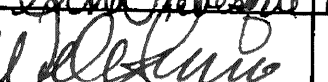
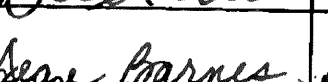
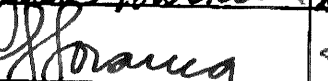

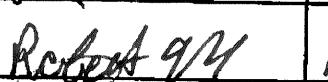




Printed Name	Signature	Comment	Date
Ed Triggs	Ed Triggs	Great food	2-6-2018
Rashad Brewster	Rashad Brewster	Great food, Great service	2-6-2018
STEPHEN ARMSTRONG	[Signature]	CORNERSTONE RESTAURANT	2-6-18
Rob Wardie	Rob Wardie	Good Food	2-6-18
Lindsay Yates	Lindsay Yates	Great food and coffee	2/6/18
MARK BARRON	[Signature]	I EAT HERE 1-3 Times per week	2/6/2018
Michael Quinn	[Signature]	Good Food, convenient	2/6/2018
JOHN M GARCIA	[Signature]	EXCELLENT RESTAURANT	2/6/2018
Lose Perez	[Signature]	Great Place Rep OPEN - Good Service	2/6/2018
Daryl Bristel	[Signature]	Great Service	2/6/2018
Alexis Melendez	[Signature]	Great Service	2/6/2018
LEVELLE MORELAND	[Signature]	Great Service	2/6/18
CARL ERICKSON	[Signature]	Great place for a quick-good lunch	2/6/2018
[Signature]	NICHOLAS MANIOTTI	Excellent food & service	2/6/18
[Signature]	DON ANDERSON	Excellent	2/6/18
[Signature]	SPENCER TEW	Great place!!	2/6/18
Michael Fox	[Signature]	Great spot	2/5/18
John Demak	[Signature]	Awesome Salads Bar!	02/06/18
Dawn Harris	[Signature]	Great spot!!	2/6/18
Erin Taylor	Erin Taylor		2/6/18
Gary Winslow	[Signature]	Good	2/6/18
Ryan Aboud	[Signature]	Great food, great coffee, I don't eat elsewhere for lunch or breakfast when at Carib.	2/7/18

ATTACHMENT NO. 2

Printed Name	Signature	Comment	Date
Michael Bennett	Michael Bennett		2/6/18
Victor L. Melendez	Victor L. Melendez	Good food, customer service, & Always there for the community	2/7/18
Leah Hernandez	Leah Hernandez		2/7/18
Denise Viana Bennett	Denise Viana Bennett	Please keep things open	2/7/2018
Jimmy Meeks	Jimmy Meeks	Great place	
Craig McPherson	Craig McPherson	Good food	2-7-18
Cynthia Jimenez	Cynthia Jimenez	Great place	2/7/18
Lanorris	Lanorris	Please keep things open	2/7/18
Will Wilcox	Will Wilcox		2/7/18
Alan Locke	Alan Locke	Good food, accessible, convenient, good for	2-7-18
Sean Eskew	Sean Eskew	Great spot that is needed here	2/7/18
Bill Abranson	Bill Abranson	25+ years	2/7/18
Carlton Campbell	Carlton Campbell	5 years Great place	2/7/18
Cynthia Cannon	Cynthia Cannon	This cafe is a fixture to this area.	2-7-2018
Gloria Mader	Gloria Mader	Need them there	2-7-18
Debra Love	Debra Love	Awesome Food! Please renew!!	2-7-18
Carl Gunki	Carl Gunki	Renew	✓
Mike Pike	Mike Pike	Renew	✓
Mike Granger	Mike Granger	"	✓
Patrick Fitzgerald	Patrick Fitzgerald	"	✓
Don Anderson	Don Anderson	"	✓
Brad Snyder	Brad Snyder	"	✓

ATTACHMENT NO. 2

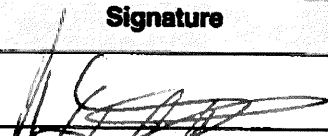
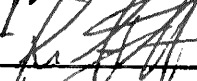
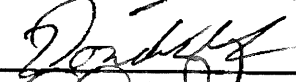



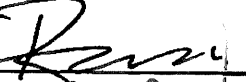
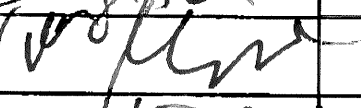
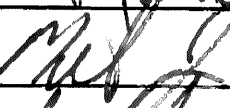

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Printed Name	Signature	Comment	Date
Teresa Loffredo		Renew the lease	2-7-18
Tammarie Ridgeway		^{am sat at this week} Renew lease	2-7-18
Angela Coughlin		Renew lease	2-7-18
Brandi August		Renew lease	2-7-18
KELVEN SEM-SAM		Renew Lease!	2/7/18
Karla Andrade		Renew lease	2/7/18
Geri Romeo		" "	2/7/18
Harold Brown		Renew Lease	2/7/18
Nicky Mamesle		Renew lease	2/7/18
Keith Allen		Renew Lease	2/7/18
James Michael		Renew lease	2/7/18
Heather Shirm		Love this place!	2/7/18
Stella Araque		Love THIS	2/7/18
GINA LEVESQUE		GREAT PLACE TO EAT	2/7/18
Will Serrano		Good place!	2/8/18
Jean Barnes		Work in building. Great Place to live	2/8/2018
Kelly Loranca		Work in building! So convenient!	2/8/2018
RICHARD LAVARONE		Renew Lease	2/8/2018
Robert McMillan		Renew lease!	2/8/18
Joseph Adams		Renew	2/8/18
Stora Tropen		Renew	2/8/18
TIMOTHY STINAN		Renew Lease	2/8/18

ATTACHMENT NO. 8

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Save Tina's

Printed Name	Signature	Comment	Date
John Cummings			2/7/18
Frank Schmitt			2/7/18
Dayami Vizcaino	Dayami Vizcaino		2/7/18
FRANK R	J. Rainer		2/7/18
SAVE MESSINGER	Don		2-7-18
Don Wulf			2-7-18
Shirley Indre			2/7/18
	MB 4-033		2/7/18
Corinda Goldsmith	Corinda Goldsmith		2/7/18
Pick Adams	Pick Adams		2/7/18
Martza Rener			2/7/18
Carlo Rainer			2/7/18
Cory O'Neil	Cory O'Neil		2/7/18
Blanca Hall			2/8/18
Heidi McNabb	Heidi McNabb		2/8/18
Rob Montserin	R. Montserin		2/8/18
Mike White		Tina's is Awesome	2/8/18
Jason E. Shaw	J. E. Shaw	Chad	2/8/18
Eva Gray	Eva Gray	Family owned Awesome	2/8/18
Christine Maguire-King		Best Tuna + Cajun salad around!	2/8/18
ANGELIA J CHALLENGER	A Challenger	AWESOME FEED & FAMILY!	2/8/18
Jason Barnett	Jason Barnett	Save Tina's	2-9-18

ATTACHMENT NO. 2

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Printed Name	Signature	Comment	Date
Kot Frale	K Frale	NO STARBUCKS!! LOVE THE PLACE	2/9/18
Kevin Bradley	K Bradley	Keep the family business we support them.	2/9/18
Wanda Chicaside	W Chicaside	We LOVE Tino	2/9/18
Christine Moore	COM	Longtime Vendor	2/9/18
Vickie Shaw	Vickie Shaw	Local Family	2/9/18
Harrison Hollis	H	No Starbucks Family Biz	2/9/18
Brenda Dye	Brenda Dye	Leave Tina's alone. Let them stay.	2-9-18
Wanda Church	Wanda Church	Keep Tina's!	2/9/18
Vinny Hachon	Vinny Hachon	Keep Tina's	2/9/18
Ann Smith	Ann Smith	Love Tina's	2-9-18
Valerie Pycatt	Valerie Pycatt	If Tina's not here to feed me who will!?	2/9/18
Joseph Ficcion	J Ficcion	We Need Tina's	2-9-18
Roy Branch	Roy Branch	This should be a historical landmark	2-9-18
Michael Wolf	M Wolf	Keep Tina's!	2/9/18
Richard White	R White	Keep Tina's!	2/9/18
EVA O'CONNOR	E O'Connor	KEEP TINA'S!	2/9/18
Michele Martin	M Martin	Please Extend!	2/9/18
Alex Johnson	Alex Johnson	We Love Tina's	2/9/18
Elisa Meola	E. Meola	Good Food nearby	2/9/18
Nicole Dyle	N Dyle	Good Food	2/9/18
Tim Bear	Timothy B.		2-9-18
Shannon Palmer	Shannon Palmer	Local Businesses Needed!	2-9-18

ATTACHMENT NO. 2

Printed Name	Signature	Comment	Date
Groff Sarmiento	Groff	Only place close by.	2-12-18
DAVID BOSHKO	David Boshko	Great Breakfast AND LUNCH PLACE	2-12-18
LINDA KIRK	Linda Kirk	Great place & close & friendly	2-12-18
LUIS AVILES	Luis Aviles	NICES PLACE CLEAN, GOOD SERVICE	2-12-18
PARIK CHAKSHI	Parik Chakshi		2/12/18
Javarhaus Jackson	Javarhaus Jackson	Great place to EAT, CONVENIENT spot	2/12/18
Tanisha Reed	Tanisha Reed	Great customer service we need this	2/12/18
Tammy Gray	Tammy Gray	restaurant good food, restaurant	2-13-18
YURA RIVERA	Yura Rivera	Good Place Great People	2/13/18
Cathie McKeer	Cathie McKeer	Best staff Great Food	2/13/18
Shakirric Boldin	Shakirric Boldin	Great customer SERVICE	2/13/18
Joanne Wilson	Joanne Wilson	Great place for lunch	2/13/18
Mike Barty	Mike Barty	Govt Center	2/13/18
Jeff Clyman	Jeff Clyman	Renew the lease	2/14/18
Melissa Anderson	Melissa Anderson	a PD staple	2/14/18
Donna Huggins	Donna Huggins		2/14/18
Julio Jimenez	Julio Jimenez	Great Place Kind of	2/14/18
Andy Oh	Andy Oh	Great	2/14/18
Andy Oh	Andy Oh	Stay	2/14/18
Pete Pugh	Pete Pugh	like it here	2/15/18
Karen Lippin	Karen Lippin	Great Place	2/15/18
Tracy Ramsey	Tracy Ramsey		2/15/18

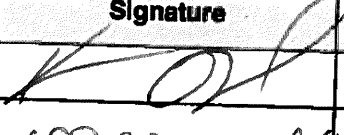

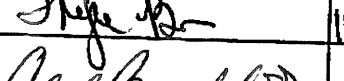
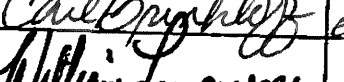

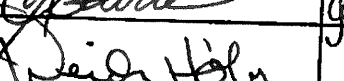

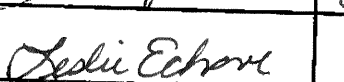

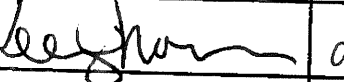

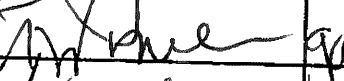

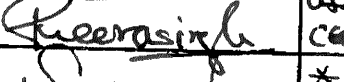
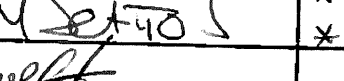

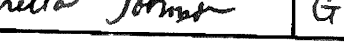

Easy to walk
down stairs
vs. walking
climatic.

ATTACHMENT NO. 2

PAGE 11 OF 17

PETITION FOR LEASE EXTENSION OF TINA'S CAFE

Petition summary and background	This is a Petition to support the lease extension for Tina's Cafe
Action petitioned for	We, the undersigned, are concerned citizens who urge the Palm Beach County Board of County's Commissioners to approve the lease extension of Tina's Café.

Printed Name	Signature	Comment	Date
Kevin Daummond		Great Place/Service!!	
Thyrin Brauchie		excellent service	02/16/18
Lhya Baron		like the place	02/16/18
Carl Brinkhoff		EAT THERE EVERY WEEK	2/16/18
Bill Lauginiger		EAT THERE EVERY WEEK	2.16.18
Chelsea Pearce		good food, affordable, ^{people} ^{love} ^{it}	2/16/18
Dandra Hobbs		excellent service	2/16/18
Barbara Payne		like the convenience and fare offered	2/16/18
Leslie Echorn		Great location	2/16/18
Beatrice Revolt		Great Food !!	2-16-18
Kelly Thomas		affordable	2/16/18
Jean Francis			2/16/18
Lynn Fowler		good food good price	2/16/18
NICOLE MARTINEZ			2/16/18
Mika Weerasinghe		affordable + convenient convenience	2/16/18
Mark Seto		* affordable * love their fish sauce	2/16/18
Belinda Carter		great chicken Angles!	2/16/18
Loretta Johnson		Great Food	2-16-18

ATTACHMENT NO. 2

PAGE 13 OF 17

Tina's




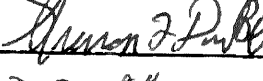

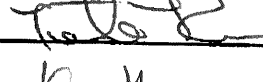
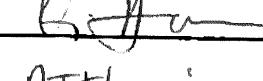
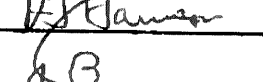
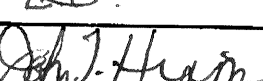
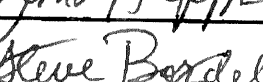


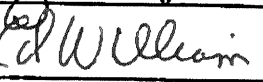

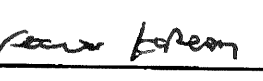

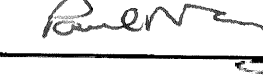

Printed Name	Signature	Comment	Date
Joe DiPasquantonio	<i>[Signature]</i>	Great food	2-6-18
Sandra Tomc	<i>[Signature]</i>	" "	2-6-18
Nick Tomc	<i>[Signature]</i>	" "	2-8-18
Niko Tomc	<i>[Signature]</i>	" "	2-11-18
Suzanne Zeitler	<i>[Signature]</i>	" "	2-11-18
Tom Zeitler	<i>[Signature]</i>	" "	2-12-18
Loni Alpino	<i>[Signature]</i>	pleasant surroundings	2-13-18
Caroline Ferrell	<i>[Signature]</i>	great food	2/14/18
Adina Graer	<i>[Signature]</i>	Nice place, good food	2/14/2018
Liza Brady	<i>[Signature]</i>	good location	2/14/18
Shannon Childers	<i>[Signature]</i>	" "	2/15/18
Andrea Rhody	<i>[Signature]</i>	good food good location	2/15/18
Tiffley Greer	<i>[Signature]</i>	" "	2/15/18
Kimberly Allen	<i>[Signature]</i>	" "	2/15/18
Handdale Whittington	<i>[Signature]</i>	convenient, helpful food service, kind	2/15/18
Kasey Kainec	<i>[Signature]</i>	Convenient, great Food, helpful	2/15/18
Anand Dabur	<i>[Signature]</i>	" "	2/15/18
Paula Stankunas	<i>[Signature]</i>	" "	2/15/18
Bismark Yopoe	<i>[Signature]</i>	" "	2/15/18
Kelita Burden	<i>[Signature]</i>	" "	2/15/18
Fay Tuckle	<i>[Signature]</i>	" "	2/15/18
Ana Petrone	<i>[Signature]</i>	" "	2/15/18

ATTACHMENT NO. 2

PAGE 14 OF 17

PETITION FOR LEASE EXTENSION OF TINA'S CAFE

Petition summary and background	This is a Petition to support the lease extension for Tina's Cafe
Action petitioned for	We, the undersigned, are concerned citizens who urge the Palm Beach County Board of County's Commissioners to approve the lease extension of Tina's Café.

Printed Name	Signature	Comment	Date
ERIC Boswell			2-5-18
Dan Latus			2-5-18
Ray Bicket			2-5-18
Sharon DuBell			2-5-2018
Deborah Robinson		Love Tina's! ♥	2-5-18
Pete Rosario			2-5-18
SYAM KOREBER			2-6-18
DJ Harrison			2/6/18
CAREN BILMER			02/06/18
John L. Hipps			2/7/2018
Steve Bordelon			2-7-2018
Lisa Mayorga			2-7-2018
Beth Norton			2-7-2018
Ed Williams			2-8-2018
MICHAEL HUGHES			2-8-2018
STUART KAPLAN			2-8-2018
ANGEL ALVAREZ			2-8-2018
Paul Murphy			2/8/2018

ATTACHMENT NO. 2

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Printed Name	Signature	Comment	Date
Sam Lane	[Signature]	Good food	2/6/18
Marla Guzman	[Signature]	reasonable prices	2/6/18
Janis Sustache	[Signature]	Good Service	2/6/18
Edna Smith	[Signature]	Good food convenient	2/6/18
Clara Vivas	[Signature]	Good food/Prices	2/6/18
Shelia Lynch	[Signature]	Good prices/food	2/6/18
Patli Markisen	[Signature]	Great food	2/6/18
Deborah Redman	[Signature]	Good food	2/6/18
Ducaine Hunt	[Signature]	great food & service	2-6-18
Kim Bradley	Kimberly Bradley	good food/cheap	2/8/2018
L. Zinzel	[Signature]	close / reasonable	2-8-18
L. Longwell	Lynda Longwell	great food	2-9-18
G. Martin	Gayle Martin	Great food	2-9-18
C. Quinn	Cindy Quinn	Great food	2-9-18
L. Call	[Signature]	Great food / service	2-12-18
Linda Peters	Linda Peters	Great food - very convenient	2-12-18
Sarah Peters	[Signature]	within walking distance	12-12-18
Suzy Schwartz	[Signature]	very close to work	2-12-18
Connie Thomas	Connie Thomas	Great Food	2/12/18
Karen Slagle	Karen Slagle	close to work	2/12/18
Sharmine Hall	[Signature]	Convenient location	2-12-18
Lindy McLeod	Lindy McLeod	Great Food	2/12/18

ATTACHMENT NO. 2

PAGE 17 OF 17

ATTACHMENT 3

6 pages with Exhibit "A"

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION TO THE TERM OF THE GOVERNMENTAL CENTER LEASE AGREEMENT WITH LJL FOOD MANAGEMENT, INC., A FLORIDA CORPORATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LJL Food Management, Inc., (Tenant), entered into a Governmental Center Lease Agreement dated May 21, 2002 (R2002-0829) (the “Lease”), which Lease has previously been amended five (5) times (R2009-0146, R2010-0436, R2012-1941, R2013-0711 and R2014-1092); and

WHEREAS, the current Term of the Lease expires on January 31, 2019, with no extension options; and

WHEREAS, Tenant has agreed to continue to operate the restaurant facility while the County issues a new request for proposals for a sit down food service operation, at the same rent of \$1,383.42 per month; and

WHEREAS, the Tenant provides a service for the benefit of the public and the County wishes to retain the Tenant’s restaurant services at the Robert Weisman Palm Beach County Governmental Center until such time as a new lease for a sit down food service operation is awarded; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the extension to the Term of the Lease is in the best interest of the County as this extension to the Lease with LJL Food Management, Inc. will ensure continued restaurant services at the Governmental Center.

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 Term of Lease pursuant to the Sixth Amendment to Governmental Center Lease Agreement attached hereto and incorporated herein by reference at an Annual Rent of \$16,601.00 (\$1,383.42/mo).

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 Mack Bernard , Mayor
Commissioner Dave Kerner, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Gregg K. Weiss
Commissioner Robert S. Weinroth
Commissioner Mary Lou Berger
Commissioner Melissa McKinlay

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2019.

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

BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Reh Army Way
Department Director

EXHIBIT “A”

SIXTH AMENDMENT TO GOVERNMENTAL CENTER LEASE AGREEMENT

**SIXTH AMENDMENT
TO
GOVERNMENTAL CENTER LEASE AGREEMENT**

THIS SIXTH AMENDMENT TO GOVERNMENTAL CENTER LEASE AGREEMENT (the "Sixth Amendment") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and LJL Food Management, Inc., a Florida corporation ("Tenant"). County and Tenant are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Governmental Center Lease Agreement dated May 21, 2002 (R2002-0829) (the "Lease"), which Lease has previously been amended five (5) times (R2009-0146, R2010-0436, R2012-1941, R2013-0711 and R2014-1092); and

WHEREAS, the current Term of the Lease expires on January 31, 2019, with no extension options; and

WHEREAS, the parties have agreed to extend the term of the Lease for nine (9) months while the County issues a new request for proposals for a food service operation.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, 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 Lease.
2. The Term of the Lease as set forth in Section 2.05 of the Lease is hereby extended until October 31, 2019.
3. This Sixth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
4. Except as modified by this Sixth Amendment and the prior amendments, the Lease remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this Sixth Amendment as of the day and year first written above.

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Assistant County Attorney

Audrey Wolf, Director
Facilities Development & Operations

{Additional Signature On Next Page}

TENANT:

WITNESSES AS TO BOTH:

LJL FOOD MANAGEMENT, INC.,
a Florida corporation

Witness Signature

By: _____
Katina Bikos, President

Print Witness Name

Witness Signature

By: _____
Petro Bikos, Vice-President

Print Witness Name

(SEAL)

ATTACHMENT 4 (Sixth Amendment [2])

6 pages

**SIXTH AMENDMENT
TO
GOVERNMENTAL CENTER LEASE AGREEMENT**

THIS SIXTH AMENDMENT TO GOVERNMENTAL CENTER LEASE AGREEMENT (the "Sixth Amendment") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and LJL Food Management, Inc., a Florida corporation ("Tenant"). County and Tenant are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Governmental Center Lease Agreement dated May 21, 2002 (R2002-0829) (the "Lease"), which Lease has previously been amended five (5) times (R2009-0146, R2010-0436, R2012-1941, R2013-0711 and R2014-1092); and

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NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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2. The Term of the Lease as set forth in Section 2.05 of the Lease is hereby extended until October 31, 2019.
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4. Except as modified by this Sixth Amendment and the prior amendments, the Lease remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this Sixth Amendment as of the day and year first written above.

ATTEST:

COUNTY:

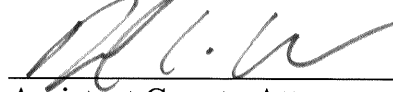
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

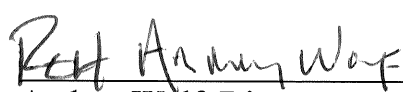
By: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**



Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**



Audrey Wolf, Director
Facilities Development & Operations

{Additional Signature On Next Page}

WITNESSES AS TO BOTH:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

TENANT:

LJL FOOD MANAGEMENT, INC.,
a Florida corporation

By: _____
Katina Bikos, President

By: _____
Petro Bikos, Vice-President

(SEAL)

ATTACHMENT 5

12 pages

Agenda Item #: 5A-1

MM/MB 7-0

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 12, 2017

[] Consent

[] Ordinance

APPROVED
BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF SEP 12 2017
Wendy Y. Davis D.C.
MINUTES & RECORDS SECTION

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff requests Board direction: regarding the status of Governmental Center Lease Agreement with LJL Food Management, Inc. (R2002-0829) for the lease of restaurant space within the Governmental Center Parking Garage.

Summary: LJL Food Management, Inc., d/b/a Tina's Café has been the food service provider operating in Suite 110 of the Governmental Center Parking Garage since 2005. Tina's Café has a long history of delinquent rental payments notwithstanding a low/reduced rental rate (\$6.50/s.f.) As of August 2017 Tina's Café is eight months in arrears (January to August) totaling \$11,067.36, not including sales tax or late payment interest. Staff has sent numerous default letters and has received no response. Tina's Café also has an unpaid balance of \$24,630.40 in tax liens that is owed to the Department of Revenue and a judgment in the amount of \$12,873.00 owed to Cheney Bros, Inc. Staff is recommending that the Board pursue legal action for non-payment of rent including termination of the Lease. There are several County Departments, including Public Affairs/Channel 20 that have needs for additional office space in the Government Center. Staff is also reviewing alternatives for provision of convenience food services, including high quality vending machines and food trucks. (PREM) Countywide (HJF)

Background & Policy Issues: In 2001, Staff issued an RFP to lease 1,504 SF for operation of a restaurant and LJL Food Management, Inc. d/b/a Cher's Café, was the only respondent. On May 21, 2002 (R2002-0829), the Board approved a Government Center Lease Agreement for 5 years with one option for 5 years. The initial rent was \$18,012/yr. (\$11.98/SF) and the Lease provided for 4% annual rent adjustments each September 1st. On October 18, 2005 (R2005-2020), the Board approved a Consent to Change of Ownership to LJL Food Management, Inc., d/b/a Tina's Café. On July 11, 2006 (R2006-1258), Tina's exercised the 5-year option to extend the term to August 31, 2011. On January 13, 2009 (R2009-0146), the Board approved the First Amendment that extended the term of the Lease for ten (10) years until January 31, 2019; increased the space from 1,504 SF to 2,554 SF; and reduced the annual rental SF rate by \$3.26 from \$15.76/SF to \$12.50/SF (\$31,925.00/yr.) for two (2) years. On March 23, 2010 the Board approved the Second Amendment (R2010-0436) which reduced the then current rent by half from \$33,202.00/yr. (\$12.50/SF) to \$16,601.00/yr. (\$6.25/SF) retroactively January 2010 until December 31, 2011; and deferred three (3) months of past due rental payments (November and December of 2009 and January of 2010) totaling \$6,917.08 until January 2019.

(continued on page 3)

Attachments:

1. Location Map
2. Outstanding Liens and Judgement
3. Fiscal Impact Rent Calculation Sheet

Recommended By: *[Signature]*

Department Director

8/13/17

Date

Approved By: *[Signature]*

County Administrator

8/31/17

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$7,451</u>	<u>\$16,601</u>	<u>\$12,451</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* <u>\$7,451</u>	<u>\$16,601</u>	<u>\$12,451</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
and Proposed					
Is Item Included in Current Budget:	Yes	_____	No	<u>X</u>	_____
Budget Account No:	Fund <u>0001</u>	Dept <u>410</u>	Unit <u>4240</u>	Object <u>6225</u>	
	Program _____				

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

*The above fiscal impact is based upon the Board terminating the Lease effective 09/30/17, Tina's Café not remitting any further payments and the \$5,000.00 cash security deposit on file being applied toward FY17 delinquencies; see the attached calculation sheet for further details.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 8/23/17
OFMB Ex 8/21 to 8/22

[Signature] 8/31/17
Contract Development and Control
8/30/17 Tu

B. Legal Sufficiency:

[Signature] 8/31/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background & Policy Issues (cont'd.): On April 3, 2012 (item #4C-1), Staff requested Board direction due to Tina's poor payment history and was directed to continue the same half rent (\$16,601/yr or \$6.50/SF) to April 30, 2013, and suspend the 4% annual rent adjustment; accordingly, the Third Amendment dated December 18, 2012 (R2012-1941), accomplished this. The Fourth Amendment dated June 4, 2013 (R2013-0711) continued the same half rent (\$16,601/yr or \$6.50/SF) until April 30, 2014, and also suspended the 4% annual rent adjustment. Further, the Fourth Amendment required Tina's Cafe to advise Staff by the end of February 2014 if they could return to full rent or if a continuation of half rent was necessary; however, Tina's did not advise Staff of either option. The Board approved the Fifth Amendment dated July 22, 2014 (R2014-1092) which provides for the continuance of the reduced rental rate of \$16,601.00/yr. (\$6.50/SF) until the end of the Lease term, January 31, 2019.

In 2014 prior to the Board approving the Fifth Amendment, Tina's Café was already four (4) months in arrears on rental payment, which continued until November of 2014. In November of 2014 a payment of \$11,731.44 was remitted and applied to rental payments for the months of April through November of 2014; late payment interest was not included. December's 2014 rental payment was paid in time; but from January through September of 2015 no rental payments were remitted until late September 2015. The amount received paid the rental payments through the month of October 2015; late payment interest was not included. Rental payments from October of 2015 through September of 2016 were remitted in a timely manner; but from October through December of 2016, rental payments were late. In February of 2017, a payment of \$1,466.43 was remitted and applied to the December 2016 rental payment. As of August, 2017, no rental payment has been received for the months of January through July of 2017. Total amount in arrears is \$11,067.36, for the months of January through August of 2017; not including sales tax or late payment interest.

Early this year, PREM was contacted by several parties who were negotiating with Tina's Café to purchase the business. On March 1, 2017, Staff sent notice to Tina's Cafe' that pursuant to Article XII of the Lease a written consent from the County must be received prior to any such transaction. Tina's Café has also failed to submit their annual financial report and maintain insurance as required by the Lease. Currently there is an outstanding balance of \$24,630.40 in tax liens that is owed to the Department of Revenue and a judgment in the amount of \$12,873.00 owed to Cheney Bros, Inc. Staff is seeking Board direction whether to pursue legal action, including termination.

There are several County Departments that are in need of additional office space, including Public Affairs/Channel 20. If the Board would be willing to forgo the convenience of having a restaurant within the Governmental Center, termination of this Lease would free up space for Departmental uses.

Staff is reviewing alternative methods of providing convenience food service, including installing high quality vending machines in the lobby of the governmental center and contracting with multiple food truck vendors to operate on a rotating basis either in the breeze way off of Olive Avenue or in the 4th Street parking lot. Staff has also received numerous inquiries from vendors desiring to operate a deli or restaurant in this space and who are willing to purchase LJJ's interest in the Lease, provided they can receive an extension of the Lease. Staff does not recommend extending the Lease without conducting a new competitive selection process. **Staff is seeking direction from the Board as to whether the Board desires to continue with a sit down restaurant or switch to vending machine and food truck operations.**

TWP
43

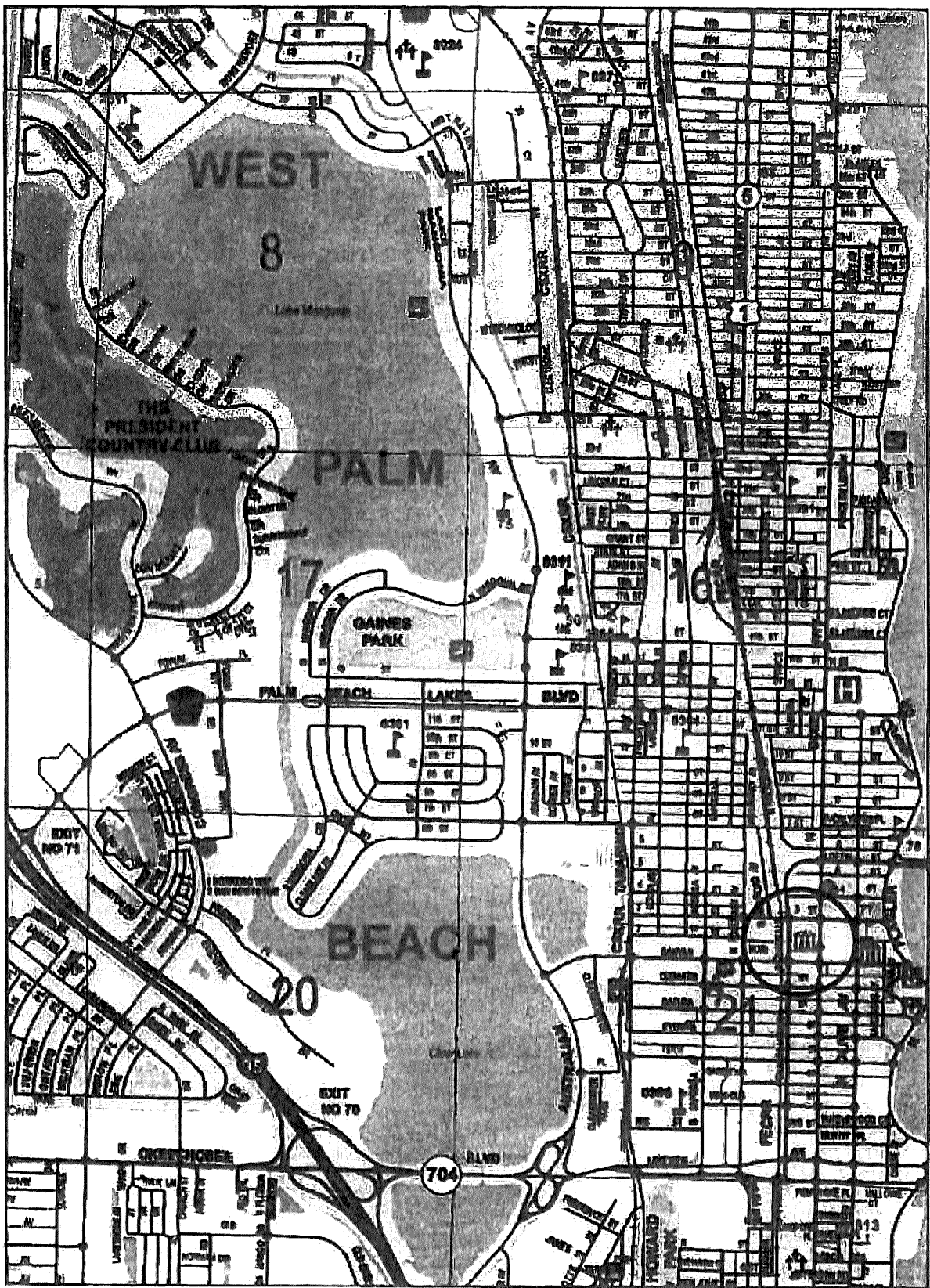
16

TWP
43

17

TWP
43

18



RNG 43

See pg 71

RNG 43

Page 59

LOCATION MAP

ATTACHMENT #1



W/C
#96

Florida Department of Revenue

CFN 20150127347
WARRANT OR BK 27455 PG 0583
RECORDED 04/09/2015 11:13:47
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0583; (1pg)

L.J. FOOD MANAGEMENT INC
TIMMY'S CAFE
215 N. OUIVE AVE
WEST PALM BEACH FL 33401-4792

Tax : Sales and Use Tax
Business Partner #: 387966
Contract Object # : 13466237
FEIN :
Warrant # : 1000000671795
Re: Warrant issued under Chapter
212, Florida Statutes

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA
WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.
The taxpayer named above in the County of Palm Beach, is indebted to the Department of Revenue, State
of Florida, in the following amounts:

TAX	\$1,469.52
PENALTY	\$146.95
INTEREST	\$12.68
TOTAL	\$1,629.15
FEE(S)	\$20.00
GRAND TOTAL	\$1,649.15

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of West Palm Beach, Palm Beach County, Florida, this 8th day of April, 2015.



Marshall Stranburg, Executive Director
Department of Revenue, State of Florida

This instrument prepared by:

Authorized Agent

Please bill to:
WEST PALM BEACH SERVICE CENTER
2468 METROCENTRE BLVD
WEST PALM BEACH FL 33407-3105
561/640-2881

DR-78
R. 10/10



Florida Department of Revenue

W/C
#96

WARRANT CFN 20150206015
OR BK 27580 PG 0987
RECORDED 06/04/2015 10:50:14
Palm Beach County, Florida
Sharon R. Beck, CLERK & COMPTROLLER
Pg 0987; (1pg)
Tax : Sales and Use Tax
Business Partner #: 387966
Contract Object # : 13466237
FEIN :
Warrant # : 1000000679169
Re: Warrant issued under Chapter
212, Florida Statutes

LJL FOOD MANAGEMENT INC
TINA'S CAFE
215 N OLIVE AVE
WEST PALM BEACH FL 33401-4792

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA
WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.
The taxpayer named above in the County of Palm Beach, is indebted to the Department of Revenue, State
of Florida, in the following amounts:

TAX	\$4,473.72
PENALTY	\$447.38
INTEREST	\$28.02
TOTAL	\$4,949.12
FEE(S)	\$20.00
GRAND TOTAL	\$4,969.12

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns
due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235,
Florida Statutes.

WITNESS my hand and official seal in this City of West Palm Beach, Palm Beach County, Florida, this 3rd
day of June, 2015.



Marshall Stranburg, Executive Director
Department of Revenue, State of Florida

This instrument prepared by:

Cheryl Kimbrell
Authorized Agent

Please bill to:
WEST PALM BEACH SERVICE CENTER
2468 METROCENTRE BLVD
WEST PALM BEACH FL 33407-3105
561/640-2881

DR-78
R. 10/10



W/C
#96

WARRANT

DR BK 28572 PG 1593
RECORDED 09/14/2016 10:30:15
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1593; (1pg)

LJL FOOD MANAGEMENT INC
TINA'S SAFE
215 N OLIVE AVE
WEST PALM BEACH FL 33401-4792

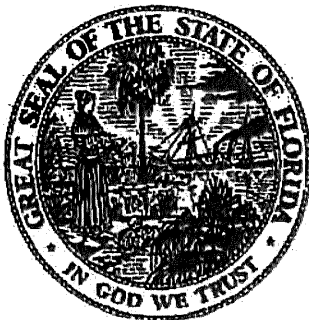
Tax : Sales and Use Tax
Business Partner #: 387966
Contract Object # : 13468237
FEIN : 65-0746944
Warrant # : 1000000722481
Re: Warrant issued under Chapter
212, Florida Statutes

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA
WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.
The taxpayer named above in the County of Palm Beach, is indebted to the Department of Revenue, State
of Florida, in the following amounts:

TAX	\$6,330.54
PENALTY	\$633.06
INTEREST	\$146.27
TOTAL	\$7,109.87
FEE(S)	\$399.56
GRAND TOTAL	\$7,509.43

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns
due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235,
Florida Statutes.

WITNESS my hand and official seal in this City of West Palm Beach, Palm Beach County, Florida, this 14th
day of September, 2016.



Leon M. Biegalski, Executive Director
Department of Revenue, State of Florida

This instrument prepared by:

[Signature]
Authorized Agent

Please bill to:
WEST PALM BEACH SERVICE CENTER
2468 METROCENTRE BLVD
WEST PALM BEACH FL 33407-3105
561/640-2800

DR-78
R. 10/10



Florida Department of Revenue



CFN 20170203142
OR BK 29136 PG 1382
RECORDED 06/07/2017 12:33:07
Palm Beach County, Florida
Sharon R. Back, CLERK & COMPTROLLER
Pg 1382i (1pg)

WARRANT

W/C
#96

L.J.L. FOOD MANAGEMENT INC
TINA'S CAFE
215 N OLIVE AVE
WEST PALM BEACH FL 33401-4792

Tax : Sales and Use Tax
Business Partner #: 387966
Contract Object # : 13466237
FEIN : 65-0746944
Warrant # : 1000000745834
Re: Warrant issued under Chapter
212, Florida Statutes

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA
WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.

The taxpayer named above in the County of Palm Beach, is indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$8,694.33
PENALTY	\$869.44
INTEREST	\$245.51
TOTAL	\$9,809.28
FEE(S)	\$693.42
GRAND TOTAL	\$10,502.70

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of West Palm Beach, Palm Beach County, Florida, this 7th day of June, 2017.



Leon M. Biegalski, Executive Director
Department of Revenue, State of Florida

This instrument prepared by

Authorized Agent

Please bill to:
WEST PALM BEACH SERVICE CENTER
2468 METROCENTRE BLVD
WEST PALM BEACH FL 33407-3105
561/640-2800

DR-78
R. 04/17

Return to: (enclose self-addressed stamped envelope)

Name:

Address:



CFN 20160289755

DR BK 28504 PG 0507
RECORDED 08/12/2016 15:54:27
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0507 (1pg)

THIS IS NOT
FILED
1-4

CHENEY BROS., INC., a Florida
corporation d/b/a CHENEY BROTHERS,

Plaintiff,

v.

LJL FOOD MANAGEMENT, INC. d/b/a
Tina's Café; PETRO BIKOS; and HELEN
BIKOS; and KATINA BIKOS

Defendants

IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 12-2238 CC 05 (01)

2012 OCT 16 PM 11:24
CIVIL 511

STIPULATED FINAL JUDGMENT

IT IS ADJUDGED THAT Plaintiff, Cheney Bros., Inc., a Florida corporation, whose address is One Cheney Way, Riviera Beach, Florida 33404-7000, recover, jointly and severally, from the Defendants, LJL FOOD MANAGEMENT, INC. d/b/a Tina's Café; PETRO BIKOS; and HELEN BIKOS; and KATINA BIKOS, the stipulated sum of \$12,873.00 pursuant to the settlement agreement, for which let execution issue forthwith. Judgment shall bear interest at the legal rate, which is currently 4.75%, until paid in full. Jurisdiction is retained to enforce this judgment and to enter post-judgment relief.

DONE AND ORDERED at Miami-Dade County, Florida on Oct. 9, 2012

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original on file in this office.

AD 20

HARVEY RUVIN, Clerk of Circuit and County Courts

Deputy Clerk

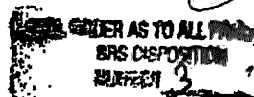


HONORABLE SHELLEY J. KRAVITZ
COUNTY COURT JUDGE

0176882

Cc: US Mail:

Roniel Rodriguez IV, P.A. (SASE), LJL Food Management Inc. (SASE), Petro Bikos (SASE),
Helen Bikos (SASE), Katina Bikos (SASE)



Attachment #3
Fiscal Impact Rent Calculation Sheet

Fiscal Impact Rent Calculation Sheet

(for the September 12, 2017, Tina's Café Board Direction Item)

- Neither sales tax nor late payment interest charges are included.
- Per the 1st Amendment (R2009-0146) dated 01/13/09 the term of the Agreement extends to January 31, 2019.
- Per the 2nd Amendment (R2010-0436) dated 03/23/10 the Nov-09, Dec-09 & Jan-10 combined payment of \$6,917.08 was deferred until the end of the Lease.
- Per the 5th Amendment (R2014-1092) dated 07/22/14, effectively 04/30/14 the \$16,601.00 annual rent shall be extended through 01/31/19, without annual increases; rent equates to \$1,383.42 per month.
- The last payment from Tina's Café was on 02/24/17, for December 2016 rent; late payment not included.
- The calculations are based upon the Board terminating the Lease effective 9/30/2017 and Tina's Café's \$5,000.00 cash security deposit on file applied to FY17 delinquencies.
- Figures do not include revenues from future food service RFP as that is an unknown.

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$7,451</u>	<u>\$16,601</u>	<u>\$12,451</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$7,451</u>	<u>\$16,601</u>	<u>\$12,451</u>	_____	_____

FY17:

- January 2017 rent to August 2017 rent = 8 months @ \$1,383.42 per = \$11,067.36
- September 2017 rent = 1 months @ \$1,383.42 per = \$1,383.42
- Cash security deposit on file = \$5,000.00
- \$11,067.36 + \$1,383.42 = \$12,450.78
- \$12,450.78 - \$5,000.00 = \$7,450.78

FY17 Total = \$7,450.78

FY18:

- October 2017 rent to September 2018 rent = 12 months @ \$1,383.42 per = \$16,601.04

FY18 Total = \$16,601.04

FY19:

- October 2018 rent to January 2019 rent = 4 months @ \$1,383.42 per = \$5,533.68
- Per 2nd Amendment the deferred payment of \$6,917.08 became due.
- \$5,533.68 + \$6,917.08 = \$12,450.76

FY19 Total = \$12,450.76

FY20:

FY21:



**Facilities Development &
Operations Department**

**Property & Real Estate
Management Division**

2633 Vista Parkway
West Palm Beach, FL 33411
Telephone - (561) 233-0217
Facsimile (561) 233-0210
www.pbegov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator
Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

December 17, 2018

LJL Food Management, Inc.
d/b/a Tina's Café
c/o Petro and Katina Bikos
965 Lighthouse Drive
North Palm Beach, FL 33408

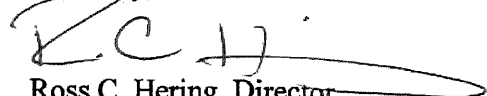
**RE: Lease Agreement (R2002-0829) dated May 21, 2002, as
amended, between Palm Beach County and LJL Food
Management, Inc. d/b/a Tina's Cafe.**

Dear Mr. Bikos and Ms. Bikos:

Please be reminded that pursuant to Paragraph 3 of the March 23, 2010, Second Amendment to Lease Agreement (R2010-0436), LJL Food Management is required to pay the deferred rent amount of \$6,917.08 along with the January 2019 monthly payment of \$1,476, for a total due of \$8,394.57 on January 1, 2019. In addition, as of this date we have not received the rent payment for December.

Attached is a copy of the Agenda Item we will present to the BCC for their consideration at their January 15, 2019 meeting.

Sincerely,


Ross C. Hering, Director
Property & Real Estate Management

cc: Audrey Wolf, Director – FDO (w/encl.)
Howard Falcon, Senior Assistant County Attorney – County Attorney (w/encl.)
Richard C. Bogatin, Manager Property Management – PREM (via email)
LJL Food Management, Inc. (via regular mail to 215 North Olive Avenue, Suite 110, West Palm Beach, FL 33401)
Petro Bikos, Tina's Café (w/encl.; via e-mail to pbis300@aol.com)
Eleni Bikos, Tina's Cafe (w/encl.; via e-mail to eb@fcohenlaw.com)
Della Lowery, Property Specialist – PREM (w/encl.)

G:\PREM\PM\In Lease\Tina'sCafe\2018 ext ltr\Ltr 2nd Amd payment due RCB.docx

ATTACHMENT 6

Page 1 of 1