

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 19, 2025	<input checked="" type="checkbox"/> [X] Consent	<input type="checkbox"/> [] Regular
	<input type="checkbox"/> [] Workshop	<input type="checkbox"/> [] Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment (Amendment) to Development Site Lease (Lease) (R2023-1154) with Popstroke West Palm Beach, LLC, a Florida limited liability company (Popstroke), amending the definition of “Lease Year” to align with the calendar year.


Summary: The Lease provides for the development, operation, management and maintenance of an indoor and outdoor golf-related entertainment, food and beverage venue at the Palm Beach International Airport (PBI). The Amendment amends the definition of “Lease Year” to align with the calendar year and extends the expiration date by 15 days to December 31, 2054, to simplify reporting and auditing requirements under the Lease. Countywide (HJF)


Background and Justification: Popstroke completed construction of its facility on December 18, 2024, which is considered the date of beneficial occupancy per the terms of the Lease. The term “Lease Year” is currently defined as a 12-month period commencing on the date of beneficial occupancy. This Amendment simplifies reporting and auditing by aligning the definition of “Lease Year” with a calendar year.

Attachments:

- 1. Amendment (3)

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Recommended By:		7/10/25
	Department Director	Date

Approved By:		7/22/25
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

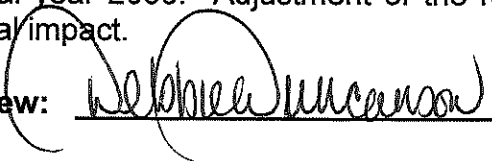
Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes _____ No X
Does this item include the use of federal funds? Yes _____ No X
Does this item include the use of state funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 8452 Resource 4416
Reporting Category _____

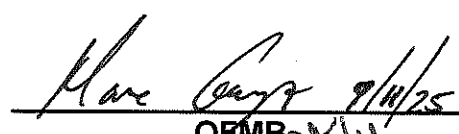
B. Recommended Sources of Funds/Summary of Fiscal Impact:

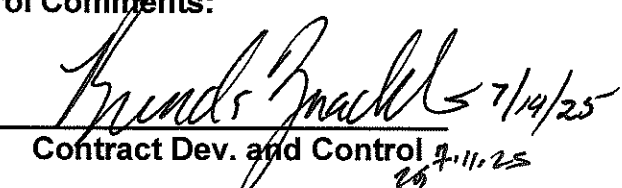
The fiscal impact of this Amendment is additional rental revenue resulting from extension of the lease term by fifteen (15) days, from December 17, 2054 to December 31, 2054. At the initial annual rental rate of \$448,158, additional rental revenue of approximately \$14,734 would be realized in fiscal year 2055. Adjustment of the reporting cycle to align with a calendar year has no fiscal impact.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 7/14/25
OFMB 7/11/25
KT 7/11

 7/14/25
Contract Dev. and Control 7.11.25
26

B. Legal Sufficiency:

 7/16/25
Assistant County Attorney

C. Other Department Review:

Department Director

**FIRST AMENDMENT TO
DEVELOPMENT SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT SITE LEASE AGREEMENT ("Amendment"), made and entered into August 19, 2025 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Popstroke West Palm Beach, LLC, a Florida limited liability company, having its office and principal place of business at 1001 North U.S. Highway 1, Suite 500, Jupiter, FL 33477 ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain Development Site Lease Agreement between County and Tenant dated August 22, 2023 (R2023-1154) (the "Lease"), Tenant has constructed and indoor and outdoor golf-related entertainment, food and beverage venue on certain property owned by County at the Palm Beach International Airport ("Airport"); and

WHEREAS, County and Tenant desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the concession rights granted herein, the rights and privileges and the mutual covenants and conditions hereinafter contained and other valuable considerations, the parties hereto agree, for themselves, their successors, and assigns, as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Section 2.43, Lease Year, of the Lease, is deleted in its entirety and replaced with the following Section 2.43:

2.43 "Lease Year" means a twelve (12) month period beginning on January 1, 2025, and each twelve (12) month period thereafter, until the expiration or earlier termination of this Lease.

3. Section 3.01, Term, of the Lease, is deleted in its entirety and replaced with the following 3.01:

3.01 Term. The term of this Lease shall commence on December 18, 2024 (the "Date of Beneficial Occupancy"), and shall expire December 31, 2054, unless sooner terminated pursuant to the terms of this Lease (the "Term").

4. Section 5.08, Annual Report, of the Lease, is hereby amended to provide that the first Annual Report shall cover the period commencing on the Date of Beneficial Occupancy through the end of the first Lease Year.

5. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

6. Conflict. In the event of a conflict between any provision of this Amendment and the provisions of the Lease, the provisions of this Amendment shall control.

7. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Lease.

8. Effective Date. This Amendment shall become effective upon approval by the Board of County Commissioners of Palm Beach County and execution by the parties hereto.

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

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

Maria G. Marino, Mayor

(Seal)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Director, Department of Airports

Signed, sealed & delivered in the
presence of two witnesses for Tenant:

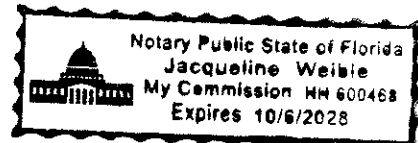
Signature
Derrick Carson
Print Name

Signature
John Smith
Print Name

TENANT:
POPSTROKE WEST PALM BEACH, LLC

By: _____
Signature
GREGORY BARTOCCI
Print Name
CEO
Title

(Seal) _____



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of Popstroke West Palm Beach, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a manager managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.


6. The undersigned has the right and authority to enter into that certain Development Site Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,



Gregory Bartoli
Individually and as Manager

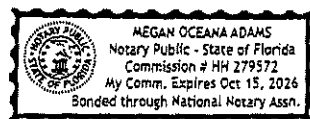
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence -
OR- ☐ online notarization, this 12 day of JUNE,
2023, by Gregory Bartoli, Manager of Popstroke Holdings West Palm Beach, LLC, on
behalf of the Company, who *[select one]*:
☒ is personally known to me -OR- ☐ produced _____
as identification and who did take an oath.



Notary Signature

Megan Adams

Print Notary Name



NOTARY PUBLIC
State of Florida, at large

My Commission Expires:

10/15/2026



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002525	PopStroke West Palm Beach, LLC	Modified	Compliant					PBI-PT-23-01	Development Site Lease
		A+g , XV	Everest Indemnity Insurance Company	si8mi02787231	12/13/2024	12/13/2025	Auto Liability		
		A+g , XV	Everest National Insurance Company	SI8EX02220231	12/13/2024	12/13/2025	Excess Liability		
		A+g , XV	Everest Indemnity Insurance Company	si8ML02787231	12/13/2024	12/13/2025	General Liability		
		Ap , X	Zenith Insurance Company	M1344302	3/4/2024	3/4/2025	Workers Comp		

Risk Profile : Standard - Construction Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :