

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	December 2, 2025	☒ Consent	☐ Regular
		☐ Ordinance	☐ Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

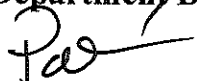
Motion and Title: Staff recommends motion to approve: the Second Amendment to Concessionaire Lease Agreement with GC Ventures FL, LLC (GC Ventures), exercising the second and final one (1) year renewal option extending the term retroactively from August 16, 2025 through August 15, 2026.

Summary: On July 13, 2021, the Board of County Commissioners (BCC) approved a Concessionaire Lease Agreement (Agreement) (R2021-0944) with GC Ventures for the operation of a food and beverage concession at Okeeheelee Golf Course at Okeeheelee Park. The initial term of the Agreement was three (3) years with two (2) successive one (1) year renewal options for the management of approximately 1,800 SF of indoor and outdoor space known as the Okee Grill. The first of two (2) options was exercised by GC Ventures and approved by the BCC on May 14, 2024 (R2024-0546) with the latest term expiring on August 15, 2025. GC Ventures submitted timely notification of its intention to exercise the last renewal option. This Second Amendment retroactively extends the Lease term from August 16, 2025 to August 15, 2026; and adds and updates certain standard provisions required in County Agreements. The Agreement provides for a 3% rent increase, making \$13,506.10 the Annual Rent for the period of August 16, 2025 through August 15, 2026. All other terms and condition of the Agreement remain unchanged. The Parks and Recreation Department (Parks) will continue to have administrative responsibility for the Agreement. **(Property & Real Estate Management) District 2 (ZQ)**

Background and Justification: On July 13, 2021, the BCC approved the Concessionaire Lease Agreement with GC Ventures for a term of three (3) years with two (2) options to extend for a period of one (1) year each at an annual rental rate of \$12,000 (\$1,000/month) with annual 3% increases. On May 14, 2024, BCC approved the First Amendment (R2024-0546), which extended the term of the Agreement to August 15, 2025, and the Annual Rent for such extended term increased by 3% to \$13,112.72 (\$1,092.73/month). Parks manages this Agreement and is satisfied with the performance of the Concessionaire and joins Facilities Development and Operations in recommending approval of this Second Amendment. The ownership percentages for GC Ventures are identified in the Disclosure of Beneficial Interest included as an attachment hereto.

Attachments:

- 1. Location Map
- 2. GC Ventures Option to Extend Letter
- 3. Second Amendment to Concessionaire Lease Agreement (2)
- 4. Disclosure of Beneficial Interests

Recommended By:		11/16/25
	Department Director	Date
Approved By:		11/18/25
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$11,818)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$11,818)</u>	=====	=====	=====	=====
# 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

Does this item include the use of state funds? Yes No X

Budget Account No: Fund 1384 Dept 580 Unit 5287 Revenue Source 4729-03
Program

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

Effective August 16, 2025, the term extends for one year at an annual 3% rent increase of \$13,506.10 (\$1,125.51 monthly). The annual rent is as follows \$1,688.27 for FY2025, which has already been paid by GC Ventures and \$11,817.86 for FY2026. The fiscal impact for FY2026 is \$11,817.86 for the period October 1, 2025 – August 15, 2026.

Fixed Asset Number N/A **PCN Number** 00-42-43-27-05-012-0350

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB Fiscal and/or Contract Development Comments:

ASD 11/7/25
OFMB
JWA 11/2
EDW 11.7.25

Brando MacL 11/17/25
Contract Development and Control
26 11.17.25
11-17-25 (P)

B. Legal Sufficiency:

Legal Sufficiency: 10/18/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP



PCN(s):
00-42-43-27-05-012-0350

District:
2

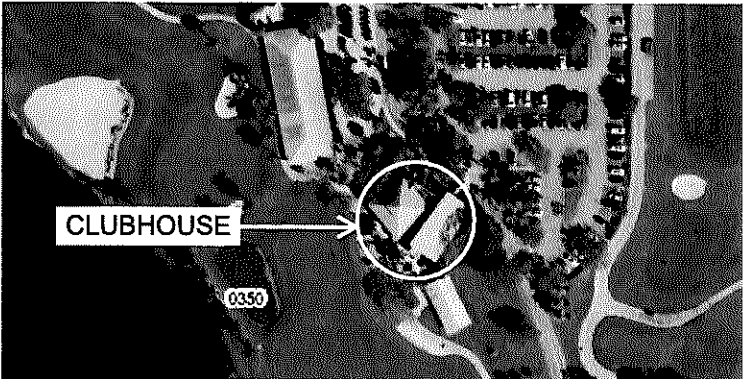
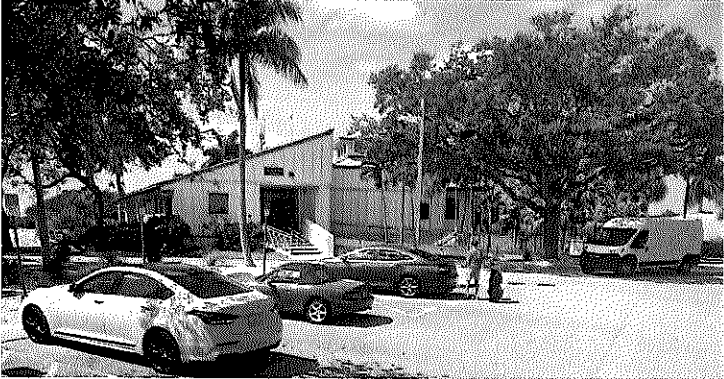
Acres:
849.42

Site Ownership:
PALM BEACH COUNTY

Address:
7715 FOREST HILL BLVD
WEST PALM BEACH 33413

Zoning:
PO - PUBLIC OWNERSHIP

As of 7/10/2025



Okeeheelee Park - Clubhouse / Golf Shop

This map is provided for informational purposes only and is not intended to be used for description, conveyance, or authoritative definition of legal boundary. The Property and Real Estate Management Division does not accept responsibility for damages experienced as a result of using, modifying, contributing or distributing the enclosed material.

Attachment 1

Attachment #2
GC Venture Option to Extend Letter (1 page)



GC Ventures FL, LLC
1127 Royal Palm Beach Blvd #508
Royal Palm Beach, FL 33411

Dear Indira Persaud,

GC Ventures FL, LLC., would like to exercise our option to renew concessionaire lease agreement R-2021-0944 for the following property:

(Okee Grill at Okeeheelee Golf Course)

Please let me know if you need anything else.

Regards,

A handwritten signature in black ink, appearing to read "Andy Studebaker", with a stylized flourish at the end.

Andy Studebaker
713-385-6363
andy@swhgrp.com

Attachment #3
Second Amendment (2 @ 6 pages)

SECOND AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT

THIS SECOND AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (R2021-0944) (“Second Amendment”) is made and entered into December 2, 2025, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”) and **GC VENTURES FL, LLC**, a Florida limited liability company, (“Concessionaire”) (“County” and “Concessionaire” collectively referred to herein as the “Parties”).

WHEREAS, County and Concessionaire entered into that certain Concessionaire Lease Agreement dated July 13, 2021 (R2021-0944) (the “Initial Agreement”) for the use of the Premises as defined in the Agreement, with a commencement date of August 16, 2021, for a term of three (3) years with two extension options of one (1) year each; and

WHEREAS, County and Concessionaire entered into the First Amendment to Concessionaire Lease Agreement (R2024-0546) dated May 14, 2024 (the “First Amendment”), which extended the Term of the Agreement for an additional one (1) year (the Initial Agreement as amended by the First Amendment is referred to herein collectively as the “Agreement”); and

WHEREAS, the Term of the Agreement expires on August 15, 2025; and

WHEREAS, Concessionaire has provided County with written notice that Concessionaire wishes to exercise the second and final one (1) year renewal option; and

WHEREAS, County acknowledges timely notification of the request to extend and consents to the extension of the Term of the Agreement for a period of one (1) year; and

WHEREAS, the Parties wish to modify the Agreement to retroactively extend the Term of the Agreement, and to update certain standard County provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, and various other good and valuable considerations, 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 as ascribed to them in the Agreement.

2. The Term of the Agreement is hereby retroactively extended for a period of one (1) year commencing on August 16, 2025, and extending through August 15, 2026, unless sooner terminated pursuant to the provisions of the Agreement.
3. **Section 4.05** of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 4.05 Non-Discrimination

County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Concessionaire warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

4. The **Commercial Non-Discrimination** provision under **Section 4.11** of the Agreement is hereby deleted in its entirety and replaced with the following:

Commercial Non-Discrimination

As a condition of entering into this Agreement, Concessionaire represents and warrants that it will comply with County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Concessionaire shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Concessionaire retaliate against any person for reporting instances of such discrimination. Concessionaire shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in County's relevant marketplace in Palm Beach County. Concessionaire understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of Concessionaire from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no

obligation to, any third party. Concessionaire shall include this language in its subcontracts.

5. **Section 19.29** is hereby added to the Agreement as follows:

Section 19.29 Nongovernmental Entity Human Trafficking

Concessionaire warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Concessionaire has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "G".

6. **Exhibit "G" Nongovernmental Entity Human Trafficking Affidavit**, attached to this Second Amendment, is hereby added to the Agreement.
7. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

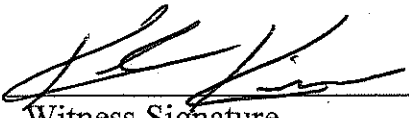
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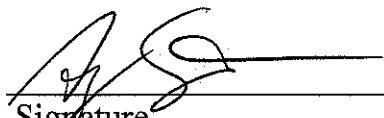
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the day and year first above written.

*Signed, sealed and delivered
in the presence of:*

CONCESSIONAIRE:

GC Ventures FL, LLC, a Florida limited liability company

By: 
Witness Signature

By: 
Signature

Kent Kippes
Witness Printed Name

Anderson Studebaker
Print Name

Member
Title

***SIGNATURE PAGE to SECOND AMENDMENT TO CONCESSIONAIRE LEASE
AGREEMENT between PALM BEACH COUNTY and GC VENTURES FL, LLC***

ATTEST:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By:  _____
Assistant County Attorney

By:  _____
Department Director

EXHIBIT "G"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Anderson Studebaker, am an officer or representative of **GC Ventures FL, LLC**, a **Florida limited liability company** (Concessionaire), and attest that Concessionaire does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

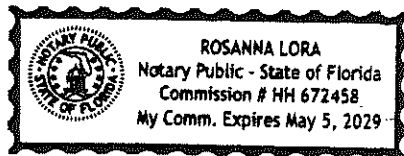
GC Ventures FL, LLC,
a Florida limited liability company

By: [Signature]
Print Name: Anderson Studebaker
Print Title: Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 21st day of September, 2025, by Anderson Studebaker the member of GC Ventures, LLC, a Florida limited liability company, who ☐ is personally known to me or ☒ has produced FL ID as identification.

(Notary Seal)



[Signature]
Notary Public, State of Florida

Print Notary Name: ROSANNA LORA
My Commission Expires: MAY 5, 2029

Attachment #4
Disclosure of Beneficial Interests (3 pages)

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared _____
Anderson Studebaker, hereinafter referred to as "Affiant", who being by me
first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Member (position - i.e. president, partner,
trustee) of GC Ventures FL, LLC (name and type of entity - i.e.
ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is
providing concession services on the real property legally described on or depicted in the
attached Exhibit "A" (the "Licensed Area").

2. Affiant's address is: 1127 Royal Palm Beach Blvd #508
Royal Palm Beach, FL 33411

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing
of the names and addresses of every person or entity having a five percent (5%) or greater
beneficial interest in the concessionaire and the percentage interest of each such person or
entity.

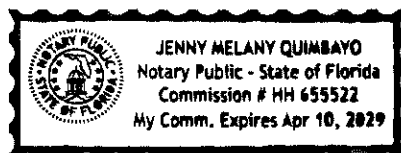
4. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete,
and will be relied upon by Palm Beach County relating to its entering into a Concessionaire
Service Agreement for the Licensed Area.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature] Affiant
Print Affiant Name: Anderson Studebaker

The foregoing instrument was sworn to, subscribed and acknowledged before me by
means of ☒ physical presence or ☐ online notarization this 21st day
of July, 2025, by Anderson Studebaker
☐ who is personally known to me or ☒ who has produced Florida Driver License
as identification and who (☒ did (☐ did not take an oath.



[Signature]
Notary Public

Jenny Melany Quimbayo
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 04/10/29

EXHIBIT "A"

LICENSED AREA

Okeeheelee Golf Course



SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

[illegible]