



# Pinellas County

## Staff Report

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**File #:** 24-2105A, **Version:** 1

**Agenda Date:** 12/17/2024

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**Subject:**

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending November 27<sup>th</sup>, 2024.

**Recommended Action:**

Accept the receipt and file report of non-procurement items delegated to the County Administrator.

**Strategic Plan:**

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

**Summary:**

Attached is a list of items in alphabetical order, by submitting department, and the date the County Administrator executed the document. Only fully executed, complete items are filed on this report, resulting in a timing difference in filing of some items if the County Administrator executes the document prior to the other party.

**Background Information:**

The Board of County Commissioners (Board) granted authority to the County Administrator to approve and sign certain documents per §2-62, Pinellas County Code. This delegated authority includes, but is not limited to: contracts, interlocal agreements, intergovernmental contracts, grant agreements not to exceed \$250,000.00, change orders not exceeding 10% of the amount awarded by the Board or \$250,000.00, whichever is less, grant applications for grants from state or federal agencies in amounts not to exceed \$1,000,000.00, temporary licenses, options of renewal under same terms and conditions and releases of lien and mortgage paid in full. The items approved by the County Administrator are filed as a consent agenda item with the Board at least quarterly.

**Fiscal Impact:**

N/A

**Staff Member Responsible:**

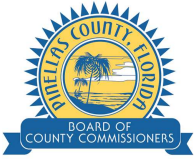
Della Klug, Senior Executive Assistant to the County Administrator

**Partners:**

N/A

**Attachments:**

12.17 Delegated Log



# Pinellas County

## Staff Report

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**File #:** 24-1063D, **Version:** 1

**Agenda Date:** 12/17/2024

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**Subject:**

Assignment and Assumption of the Ground Lease with APG Electric, LLC and Tampa Bay Group Building, LLC at St. Pete-Clearwater International Airport.

**Recommended Action:**

Approval and execution by the County Administrator of the Assignment and Assumption of Ground Lease (Assignment) with APG Electric, Inc (APG) and Tampa Bay Group Building, LLC (Building) at St. Pete-Clearwater International Airport (Airport).

- The Ground Lease Consent is necessary to accommodate Building's assumption of the Ground Lease from APG.
- The terms of the Ground Lease do not change.
- The Original Ground Lease allows for Assignment with County approval.
- Revenue from this Ground Lease is \$84,371.00, which is included in the FY25 Adopted Budget.

**Strategic Plan:**

Foster Continual Economic Growth and Vitality

4.1 Proactively attract and retain businesses with targeted jobs to the County and the region

Deliver First Class Services to the Public and Our Customers

5.4 Strive to exceed customer expectations

**Summary:**

The approval of the Assignment and Assumption of Ground Lease will enable Building to assume the lease rights from APG for the use of the parcel.

**Background/Explanation:**

On September 26, 2006, Meridian-HRCF Sunplex, LLC entered into a Standard Ground Lease Agreement with Renewal Options with Airport which was recorded at Official Records Book 15386, Page 1397, Public Records of Pinellas County.

On July 26, 2019, Meridian-HRCF Sunplex, LLC assigned their interest to APG Electric, Inc. through an Assignment and Assumption document which was recorded at Official Records Book 20806, Page 980, Public Records of Pinellas County.

The Assignee, Tampa Bay Group Building, LLC is a new subsidiary of the new parent company Tampa Bay Group Holdings, Inc. In addition to Building, Tampa Bay Group Holdings, Inc. also owns APG. They plan to keep APG as a Tenant just as prior to the Assignment.

APG Electric, Inc. has been doing business in the Tampa Bay area since 1984. However, their roots go back over a century to the Doan Electric Company of Cleveland, Ohio, founded in 1915 by A.P. Goulder. Mr. Goulder began his business converting gas lighting to electric lighting and doing other small electrical repair work, before growing the company into one of the largest and most respected electrical contracting companies in Northeast Ohio.

**Fiscal Impact:**

No change - Revenue from this Ground Lease is \$84,371.00, which is included in the FY25 Adopted Budget.

The agreement is included in the FY25 Adopted Budget. The department had not submitted an FY26 Budget at the time of this request. The annual revenue expected from the agreement is approximately the same as in previous years.

**Delegated Authority:**

Authority for the County Administrator to sign this Assignment is granted under Code Section 2-62 (a) (5).

**Staff Member Responsible:**

Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

**Partners:**

N/A

**Attachments:**

APG Assignment and Assumption of Lease\_2024  
APG Assignment and Assumption of Ground Lease\_2019  
Ground Lease with Renewal Options Parcel E\_2006

Prepared by:  
UB Greensfelder LLP  
Jodi Rich, Esq.  
1660 W. 2<sup>nd</sup> Street, Suite 1100  
Cleveland, Ohio 44113

After Recording Return To:  
Chicago Title Insurance Company  
1111 Superior Avenue, Suite 602  
Cleveland, Ohio 44114

Pinellas County Tax Folio #:  
03-30-16-00118-000-0110

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made as of September 27, 2024 (the "Effective Date"), between APG ELECTRIC, LLC, a Florida limited liability company, and successor by conversion to APG ELECTRIC, INC., a Florida corporation ("Assignor") and TAMPA BAY GROUP BUILDING, LLC, a Florida limited liability company ("Assignee").

**WITNESSETH**

**WHEREAS**, and Pinellas County, a political subdivision of the State of Florida ("Landlord"), as landlord, and Assignor, as tenant, are parties to that certain Standard Ground Lease Agreement with Renewal Options, (as amended, the "Ground Lease"), with respect to the Property (as defined in the Ground Lease), recorded on September 26, 2006, in the Public Records of Pinellas County, Florida (the "Public Records") in Official Records Book 15386, Page 1397, together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates, Limited Partnership and Landlord dated September 26, 2006 and recorded in Official Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543 of the Public Records, and Assignment and Assumption of Ground Lease dated July 26, 2019 by and among Landlord, as landlord, Meridian-HRCF Sunplex, LLC, a Delaware limited liability company as Assignor and Assignor as Assignee recorded on August 20, 2019 in Official Records Book 20667, Page 980 of the Public Records;

**WHEREAS**, the Property includes *inter alia*, that certain land located in Pinellas County, Florida, as more particularly described on Exhibit A attached hereto; and

**WHEREAS**, (i) Assignor desires to assign all of its right, title, interest, obligations and liabilities (as tenant) in, to and under the Ground Lease to Assignee (such that Assignee shall become the tenant under the Ground Lease), and (ii) Assignee desires to accept and assume the

same (and thereby become the tenant under the Ground Lease), in each case from and after the Effective Date.

**NOW THEREFORE**, in consideration of the mutual terms and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys all of its right, title and interest in and to the Ground Lease and the premises demised thereby (the "Premises") to Assignee.

2. **Acceptance and Assumption.** Assignee hereby accepts such assignment and agrees that it shall assume and be bound by all of the terms and conditions of the Ground Lease and shall perform all of tenant's duties under the terms and conditions of the Ground Lease, to the extent accruing on or after the Effective Date.

3. **Assignee's Liability.** Assignee shall, as of the Effective Date, be and become and remain liable for (x) the payment of all rent and other sums payable under the Ground Lease accruing on or after the Effective Date, (y) the due performance of all of the obligations of the tenant under the Ground Lease accruing on or after the Effective Date, and (z) each and every other provision of the Ground Lease applicable to the tenant accruing on or after the Effective Date, in each case which shall apply to and bind Assignee with the same force and effect as though Assignee were the tenant named in the Ground Lease.

4. **Successors and Assigns; Third Party Beneficiaries.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Assignment shall not confer any rights or remedies upon any person other than the Assignor and Assignee.

5. **AS IS.** THE ASSIGNMENT OF THE GROUND LEASE IS MADE ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS ASSIGNMENT, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE GROUND LEASE.

6. **Modification.** No modification, waiver or termination of this Assignment will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver or termination is or may be sought.

7. **Entire Agreement.** Assignor and Assignee agree that this writing contains all of the terms and conditions of the parties' agreement and understanding with respect to this Assignment.

8. **Governing Law.** This Assignment shall be governed and construed in accordance with the internal laws of the State of Florida, without giving effect to principles of conflicts of laws.

9. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

**Witnesses:**

[Handwritten Signature]

Print Name: Rochel B Adler  
Address: 25805 Fairmount Blvd, Beachwood, OH 44122

[Handwritten Signature]

Print Name: Jodi Rich  
Address: 26601 N. woodland Beachwood, OH 44122

**ASSIGNOR:**

**APG ELECTRIC, LLC,**  
a Florida limited liability company.

[Handwritten Signature]

By: \_\_\_\_\_  
Name: Leonard S. Heiser  
Title: Authorized Representative

STATE OF OHIO )  
  ) SS:  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2024, by Leonard S. Heiser, Authorized Representative of APG Electric, LLC, a Florida limited liability company, on behalf of said limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Handwritten Signature]  
Print Name: JODIE RICH  
Notary Public Attorney At Law  
Commissioner NOTARY PUBLIC  
My Commission Expires STATE OF OHIO  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

[SIGNATURES CONTINUE ON FOURTH PAGE]





**CONSENT TO ASSIGNMENT OF GROUND LEASE**

Pinellas County, a political subdivision of the State of Florida ("Landlord"), as landlord, and APG Electric, LLC, a Florida limited liability company, and successor by conversion to APG Electric, Inc., a Florida corporation ("Assignor"), as tenant, are parties to that certain Standard Ground Lease Agreement with Renewal Options, (as amended, the "Ground Lease"), with respect to the Property (as defined in the Ground Lease), recorded on September 26, 2006, in the Public Records of Pinellas County, Florida (the "Public Records") in Official Records Book 15386, Page 1397. together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates, Limited Partnership and Landlord dated September 26, 2006 and recorded in Official Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543 of the Public Records, and Assignment and Assumption of Ground Lease dated July 26, 2019 by and among Landlord, as landlord, Meridian-HRCF Sunplex, LLC, a Delaware limited liability company as Assignor and Assignor as Assignee recorded on August 20, 2019 in Official Records Book 20667, Page 980 of the Public Records. Assignor desires to assign all of its right, title and interest in the Ground Lease (the "Assignment") to Tampa Bay Group Building, LLC, a Florida limited liability company ("Assignee").

Landlord consents to the Assignment and acknowledges and agrees that said Assignment will not constitute a breach, default or give rise to a right of termination or acceleration under the Ground Lease. Furthermore, Landlord certifies that the Ground Lease is in full force and effect and that, to the best of Landlord's knowledge, the Assignor is not in default under the Ground Lease.

Landlord hereby covenants and agrees that, notwithstanding anything to the contrary contained in the Ground Lease, Assignor is hereby released from any and all obligations under the Ground Lease arising on or after 9/27, 2024 (the "Effective Date"). Notwithstanding anything contained herein, Assignor agrees that the preceding sentence shall not release Assignor from any of its obligations under the Ground Lease arising prior to the Effective Date.

**ACKNOWLEDGED AND CONSENTED TO BY:**

**WITNESSES:**

Jo Alejandra Lugo *JLugo*  
Print Name: 315 Court Street  
Address: Clearwater, FL 37756

JUSTIN GRAHAM *JGraham*  
Print Name:  
Address: 315 COURT STREET  
CLEARWATER, FL 33766

**LANDLORD:**

**PINELLAS COUNTY,**  
a political subdivision of the State of Florida

By: Barry Burton  
Name: Barry Burton  
Title: County Administrator

**APPROVED AS TO FORM**

By: Cody J. Ward  
Office of the County Attorney

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 7 day of ~~September~~ <sup>November</sup>, 2024, by Barry Buxton, Manager of Pinellas County, a political subdivision of the State of Florida, on behalf of the county, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.



**DOCIA HOEY**  
Commission # HH 484313  
Expires January 23, 2028

Docia Hoey  
Print Name: Docia Hoey  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **Exhibit A**

### **Legal Description**

Lot K and the West 112 feet of Lot J, AIRPORT INDUSTRIAL PARK, UNIT 2, as per plat thereof recorded in Plat Book 84, pages 62, 63 and 64, of the Public Records of Pinellas County, Florida;

LESS that part designated as Public right of way, described in Resolution No. 91-333, recorded in Official Records Book 7747, Page 2020, of the Public Records of Pinellas County, Florida.