

Pinellas County

Staff Report

File #: 25-1673A, **Version:** 1

Agenda Date: 12/16/2025

Subject:

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending November 30, 2025.

Recommended Action:

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

Strategic Priorities:

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction

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:

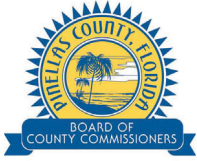
Jo Alejandra Lugo, Department Manager/ Agenda Coordinator

Partners:

N/A

Attachments:

12/16/2025 Delegated Log



Pinellas County

Staff Report

File #: 25-0972D, **Version:** 1

Agenda Date: 12/16/2025

Subject:

Second Amendment to Lease and Concession Agreement with Showboat, LLC at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of the Second Amendment to Lease and Concession Agreement (Amendment) with Showboat, LLC (Showboat) at St. Pete-Clearwater International Airport (Airport).

- The Second Amendment extends the term of the Ground Lease with Showboat.
- The current agreement has 28 years remaining.
- The term of the Second Amendment is two (2) additional 10-year terms.
- Improvements will be made to the hotel property totaling \$1.2M.
- Revenue for this agreement is included in the FY26 Adopted Budget for PIE in the Airport Revenue and Operating Fund. Current annual revenue is \$156,280, however, will be subject to a CPI increase in FY27. The lease rent is adjusted every five years and will be reviewed again in FY27. The adjustment for FY27 and beyond is currently unknown but will be included in future budget developments and subject to annual budget adoption.

Strategic Priorities:

Prosperity and Opportunity

- 3. Increase workforce opportunities
- 5. Foster business growth

Summary:

The approval of the Amendment will enable Showboat to continue to lease 3.644 acres MOL of land on Ulmerton Road in Clearwater.

Background/Explanation:

A Lease and Concession Agreement was entered into on November 5, 1996 between Pinellas County and FSU Trent, Ltd., a/k/a FSU Trent Inc. in order to utilize the leased premises, formerly known as the Showboat Dinner Theatre.

This Lease was subsequently assigned on November 16, 1999 to Crosslantic Partners, Inc.

A First Amendment to Lease and Concession Agreement was entered into on March 15, 2001 between Pinellas County and Crosslantic Partners, Inc., f/k/a FSU Trent, amending the Description of Premises.

This Lease, as amended, was assigned on May 28, 2004 to Malco Industries, Inc. and in 2007 to The

Malamud Family Trusts, and finally in 2013 to Showboat, LLC.

The property currently includes a Chick-fil-A restaurant, a Springhill Suites by Marriott Hotel, and Bank United. The expiration of the Lease is November 3, 2053, leaving 28 years remaining. The hotel is required by Marriott to make improvements totaling \$1.2M over the next two (2) years and to obtain third-party financing, the financial institution requires at least a 30-year ground lease term remaining. Therefore, Showboat has requested an extension of the Lease through this Second Amendment and agrees to make improvements to the property totaling \$1.2M to be completed by October 31, 2028.

The 20-year extension enables the hotel to keep the Marriott flag and make the necessary improvements to the property.

Fiscal Impact:

Revenue for this agreement is included in the FY26 Adopted Budget for PIE in the Airport Revenue and Operating Fund.

Current annual revenue is \$156,280, however, will be subject to a CPI increase in FY27. The lease rent is adjusted every five years and will be reviewed again in FY27. The adjustment for FY27 and beyond is currently unknown but will be included in future budget developments and subject to annual budget adoption.

Delegated Authority:

Authority for the County Administrator to sign this Amendment is granted under Code Section 2-62 (a)(9).

Staff Member Responsible:

Mark Sprague, Interim Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

Lease and Concession Agreement
First Amendment to Standard Ground Lease Agreement
Second Amendment to Lease and Concession Agreement

SECOND AMENDMENT TO LEASE AND CONCESSION AGREEMENT

THIS SECOND AMENDMENT TO LEASE AND CONCESSION AGREEMENT (this “**Amendment**”) is made and entered into as of this ___ day of October, 2025 (the “**Effective Date**”), by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida (the “**Lessor**”), being the lessor under that certain Lease and Concession Agreement dated November 5, 1996 (the “**Original Master Lease**”), as amended by that certain First Amendment to Lease and Concession Agreement dated March 15, 2001 (the “**First Master Lease Amendment**,” the Original Master Lease as amended by the First Master Lease Amendment is referred to as the “**Master Ground Lease**”), and **SHOWBOAT LLC**, a Florida limited liability company (“**Lessee**”), being the current lessee under the Master Ground Lease. Lessor and Lessee are together referred to as the “**Parties.**”

RECITALS

A. Sunbelt Hotels-Florida II, L.L.C., a Florida limited liability company (“**Original Hotel Sublessee**”) and Crosslantic Partners, Inc., a Nevada corporation formerly known as FSU Trent, Inc. (“**Original Sublessor**”), entered into that certain Ground Sublease dated August 9, 1999 (the “**Original Hotel Sublease**”), for premises located at 3485 Ulmerton Road, St. Petersburg, Florida 33762 (the “**Hotel Premises**”), which Original Hotel Sublease was amended by that certain Amended Ground Sublease dated as of February 27, 2004 (the “**First Amendment to Hotel Sublease**”), that certain Amended Ground Sublease dated as of April __, 2020 (the “**Second Amendment to Hotel Sublease**”), and that certain Amendment to Ground Sublease dated as of October __, 2021 (the “**Third Amendment to Hotel Sublease**”). The Original Hotel Sublease, as amended by the First Amendment to Hotel Sublease, the Second Amendment to Hotel Sublease and the Third Amendment to Hotel Sublease, is referred to as the “**Hotel Sublease.**”

B. Lessee is the successor in interest to Original Sublessor with respect to the Master Ground Lease and the Hotel Sublease, and Alliras Hospitality LLC, a Florida limited liability company (“**Current Hotel Sublessee**”), is the successor in interest to Original Hotel Lessee with respect to the Hotel Sublease.

C. Current Hotel Sublessee operates a SpringHill Suites by Marriott franchised hotel at the Hotel Premises, and is implementing plans to make substantial capital improvements to the Hotel Premises.

D. Current Hotel Sublessee intends to obtain third-party financing to pay for the capital improvements to the Hotel Premises, and potential lenders for such financing require Current Hotel Sublessee to have a longer right to possess the Hotel Premises under the Hotel Sublease as a condition of providing such financing.

E. Current Hotel Sublessee has requested that Lessee enter into an amendment to the Hotel Sublease to increase the potential remaining term under the Hotel Sublease from twenty-eight (28) years to forty-eight (48) years, subject to Current Hotel Sublessee duly exercising all prior renewal options under the Hotel Sublease.

F. In accordance with such request, Lessee has requested that Lessor extend the potential term of the Master Ground Lease by twenty (20) years.

G. Pursuant to section 4 of the First Master Lease Amendment, the term of the Original Master Lease was extended to November 4, 2023, with three (3) 10-year renewal options provided for in section 2 (Term) of the Original Master Lease (through November 4, 2053). Lessor has agreed to extend the potential term of the Master Ground Lease by granting Lessee an option to renew the term of the Master Ground Lease for two (2) successive additional periods of ten (10) years each (through November 4, 2073), with the first such renewal period taking effect on November 5, 2053, following the expiration of the third option to renew the Master Ground Lease term, and assuming that Lessee has duly exercised all prior renewal options under the Master Ground Lease.

AGREEMENT

In consideration of the Recitals and of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.
2. **Defined Terms.** All capitalized terms that are not defined in the Preamble, Recitals or elsewhere in this Amendment shall have the meanings as defined in the Master Ground Lease.
3. **Lease Term Extension and Renewal Periods.** The Parties hereby modify the second sentence of Section 2 of the Master Ground Lease by adding two (2) additional 10-year renewal options (thereby increasing the number of 10-year renewal options from three to five), as follows:

“Lessee is hereby granted an Option to Renew this Agreement for five (5) successive additional periods of ten (10) years each (with the final renewal option expiring on November 4, 2073), on condition that the Lessee shall notify the Pinellas County Board of County Commissioners in writing at least one hundred twenty (120) days in advance of the lease term of Lessee’s desire to exercise said Option and renew this Agreement. The grant of the fourth (4th) and fifth (5th) Options to Renew is conditioned upon Lessee’s subtenant, Alliras Hospitality LLC, making improvements to the hotel facility occupied by Alliras Hospitality LLC at the premises costing at least One Million Two Hundred Thousand Dollars (\$1,200,000), with such improvements to be completed by October 31, 2028.”

4. **Miscellaneous.**

(a) Except as modified herein, the terms and conditions of the Master Ground Lease are ratified and affirmed and remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Master Ground Lease, this Amendment shall govern.

(b) This Amendment shall be construed without regard to any presumption or rule requiring that it be construed against the Party causing this Amendment or any part hereof to be drafted.

(c) This Amendment shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto, and their respective successors and assigns.

(d) This Amendment, together with the Master Ground Lease, constitute the entire agreement and understanding among the Parties relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings relating to such subject matter. In entering into this Amendment, Lessee acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by Lessor or any employee or agent of Lessor, except for the agreements of Lessor set forth herein. No amendment, modification, rescission, waiver or release of any provision of this Amendment shall be effective unless the same shall be in writing and signed by the Parties.

(e) This Amendment shall be governed by and construed in accordance with the internal substantive laws of the State of Florida, without regard to the choice of law principles of such state.

(f) This Amendment may be executed in one or more counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a Party by facsimile transmission, in an emailed .pdf format, or via DocuSign (or equivalent electronic signature application) format shall be deemed to be an original signature hereto.

(g) Time is of the essence of this Amendment.

5. **Insurance.** The Parties agree to delete paragraph 19 of the Master Ground Lease and replace such with the following:

“The LESSEE shall obtain and maintain at all times during its performance of this Lease Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from insurance companies licensed to do business in the State of Florida and have an AM Best rating of A- VII or better. Within ten (10) calendar days of executed Lease Agreement, LESSEE shall provide LESSOR with a properly executed and approved Certificate(s) of Insurance to evidence compliance with the insurance requirements of this Agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced below for Additional Insured shall be attached to the certificate(s).

No occupancy shall commence at any site unless and until the required Certificate(s) of Insurance are delivered to LESSOR. LESSOR reserves the right to require a certified copy of the endorsements, at any time during the Lease term.

All policies providing liability coverage(s), other than Workers' Compensation, obtained by the LESSEE to meet the requirements of this Lease Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida, as an Additional Insured to the extent of LESSOR's interest under the Lease Agreement.

If any insurance provided pursuant to this Agreement expires prior to the expiration of this Agreement, renewal Certificates of Insurance and endorsements shall be furnished by LESSEE to LESSOR at least thirty (30) days prior to the insurance's expiration date.

LESSEE shall also notify LESSOR, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by LESSEE from its insurer. Notice shall be given by certified mail to: St. Pete- Clearwater International Airport, 14700 Terminal Blvd. Suite 221, Clearwater, Florida 33762; and nothing contained herein shall absolve LESSEE of this requirement to provide notice.

Should LESSEE, at any time, not maintain the insurance coverages required herein, LESSOR may terminate this Lease Agreement upon prior written notice to LESSEE and LESSEE's failure to obtain the required insurance within ten (10) business days thereafter, or at its sole discretion may purchase such coverages necessary for the protection of LESSOR and charge the LESSEE for such purchase. The LESSOR shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of LESSOR to purchase such insurance shall in no way be construed to be a waiver of any of its rights under this Agreement.

Each insurance policy shall include the following terms and/ or conditions in the policy:

- (1) The Named Insured on the Certificate(s) of Insurance must match the entity's name that is signing this Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against LESSOR for payment of premiums or assessments for any deductibles which all are at the sole responsibility

and risk of LESSEE.

- (3) The term "Lessor", "County", or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/ or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by LESSOR or any such future coverage, or to LESSOR's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Insurance policies shall include waivers of subrogation in favor of Pinellas County from the LESSEE.
- (7) LESSEE's Commercial General Liability coverage shall include contractual liability under this Lease Agreement.

The required insurance and minimum limits for this Agreement, which shall remain in effect throughout its duration, are as follows:

- 1) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate Personal Injury	\$ 2,000,000
and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 2) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (2), above.

Limits

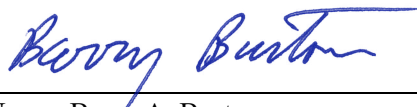
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- 3) **Property Insurance** LESSEE will be responsible for all damage to its own property, equipment and/or materials."

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

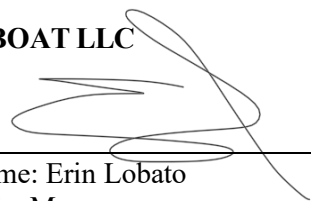
LESSOR:

**OFFICE OF THE COUNTY ADMINISTRATOR
PINELLAS COUNTY, FLORIDA**

By: 
Print Name: Barry A. Burton
Print Title: County Administrator

LESSEE:

SHOWBOAT LLC

By: 
Print Name: Erin Lobato
Print Title: Manager

APPROVED AS TO FORM

By: *Cody J. Ward*
Office of the County Attorney