

Pinellas County

Staff Report

File #: 26-0539A, **Version:** 1

Agenda Date: 5/19/2026

Subject:

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending April 30, 2026.

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:

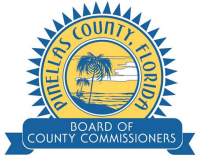
Jo Alejandra Lugo, Department Manager/ Agenda Coordinator

Partners:

N/A

Attachments:

5/19/2026 Delegated Log



Pinellas County

Staff Report

File #: 25-1043D, **Version:** 1

Agenda Date: 5/19/2026

Subject:

Consent to Assignment and Assumption of the Ground Lease with Golf Car Systems, Inc. and Island Packet and Seaward Yachts, LLC at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of the Lessor Consent to Assignment (Ground Lease Consent) with Golf Car Systems, Inc. (GCS) and Island Packet and Seaward Yachts, LLC (Island Packet) at St. Pete-Clearwater International Airport (Airport).

- The Ground Lease Consent is necessary to accommodate Island Packet's Assumption of the Ground Lease from GCS.
- The next CPI ground rent escalation is in 2030.
- The original ground lease allows for assignment with County approval.
- This does not impact the terms of the agreement or the annual lease revenue, which is currently \$84,334.00. This request has no direct fiscal impact.

Strategic Priorities:

Prosperity and Opportunity

3.3 Increase workforce opportunities

3.5 Foster business growth

Summary:

The approval of the Ground Lease Consent will enable Island Packet to assume the lease rights from GCS for the redevelopment of the site.

Background/Explanation:

In business since 1973, Golf Car Systems provides new and used golf cart sales, parts, service, remanufacturing, and rentals in Clearwater, Florida.

On June 4, 1985, the County and GCS executed a Lease Agreement with Renewal Options for 4.9642 acres of property located at 5325 140th Avenue North in Clearwater (the "original Lease").

The original Lease was terminated and superseded by a First Amendment to Standard Ground Lease Agreement dated July 1, 2024, which became effective on July 1, 2025, adding 20 years with three 5-year rental options. The new Ground Lease expiration date (if renewed) is June 30, 2060.

The Assignee, Island Packet and Seaward Yachts is an experienced builder of blue-water cruising, sailing and motor yachts, based out of Largo, Florida. Their current production facilities are located on five acres of ground with 52,000 square feet of covered manufacturing space in central Pinellas County. This property will serve as an expansion for an established Pinellas County based business.

Fiscal Impact:

This does not impact the terms of the agreement or the annual lease revenue, which is currently \$84,334.00. This request has no direct fiscal impact.

Delegated Authority:

Authority for the County Administrator to sign the Lessor Consent to the Assignment and Assumption of Ground Lease is granted under Code Section 2-62 (a)(6).

Staff Member Responsible:

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

Partners:

N/A

Attachments:

Lessor Consent to Assignment and Assumption of Ground Lease
First Amendment to Standard Ground Lease Agreement
Lease Agreement with Renewal Options

Return To:
Macfarlane, Ferguson & McMullen, P.A.
Brian J. Aungst, Jr., Esq.
625 Court Street, Suite 200
Clearwater, FL 33756

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this “**Assignment and Assumption Agreement**”) is made and entered into this 27th day of February, 2026, by and between GOLF CAR SYSTEMS, INC. a Corporation authorized to do business in the State of Florida, having an address at 5325 140 Avenue N., Clearwater, FL 33760 (“**Assignor**”), and ISLAND PACKET AND SEAWARD YACHTS LLC, a Florida limited liability company, having an address at 1979 Wild Acres Road, Largo, FL 33771 (“**Assignee**”).

RECITALS

This Assignment and Assumption Agreement is made with reference to the following:

A. Assignor is the holder of the leasehold estate created pursuant to that certain First Amendment to Standard Ground Lease Agreement dated July 1, 2024, by and between Pinellas County, a political subdivision of the State of Florida, as Lessor and Golf Car Systems, Inc., as Lessee (the “**2024 Ground Lease**”) demising the following described land:

LOT NO. 9, SHOWN ON AIRPORT INDUSTRIAL PARK PLAT AS RECORDED IN PLAT BOOK 80, PAGES 22 THROUGH 24 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND CONTAINING 216,242.22 SQUARE FEET (4.9642 ACRES) M.O.L., SUBJECT TO THE UTILITY AND DRAINAGE EASEMENTS, RESTRICTIONS, ZONING AND BUILDING REGULATIONS, AND RIGHT-OF-WAYS RECORDED ON SAID PLAT.

B. The 2024 Ground Lease is hereinafter the “**Ground Lease**” and the land leased by the Ground Lease is hereinafter collectively the “**Property**”.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated as part of this Assignment and Assumption Agreement.

2. Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, all of Assignor’s right, title, interest, duties and obligations in, to and under the Ground Lease, together with all easements, rights, privileges and other appurtenances of or arising from the

Ground Lease, subject to those matters set forth on **Exhibit "A"** attached hereto (the "**Permitted Exceptions**").

3. Assignee hereby accepts the assignment of the Ground Lease and assumes and agrees to perform all of Assignor's right, title, interest, duties and obligations in, to and under the Ground Lease. Assignee hereby agrees to hold Assignor harmless from and indemnify and defend Assignor against any and all fees, charges, expenses, liabilities, claims and costs, including, but not limited to, reasonable attorneys' fees and costs, suffered or incurred by Assignor under or in connection with the Ground Lease that occur or relate to the period on or after the date hereof.

4. Assignee specifically acknowledges and agrees to perform the obligations to indemnify and hold harmless Pinellas County as set forth in sections 19 and 26 of the Ground Lease.

5. This Assignment and Assumption Agreement is made by Assignor, and Assignee acknowledges and agrees, without any representations or warranties, stated or implied, whatsoever, except only that (i) Assignor has good title to the leasehold estates hereby conveyed, subject to the Permitted Exceptions; and (ii) Assignor has full power and authority to enter into this Assignment and Assumption Agreement and to convey the leasehold estates hereby conveyed; and (iii) Assignor is not in default under the Ground Lease.

6. Attached hereto as Exhibit B is the Lessor Consent to Assignment by Pinellas County, Florida as to the Ground Lease.

7. This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

8. This Assignment and Assumption Agreement may be executed in multiple identical counterparts all of which, when taken together, shall constitute one document.

9. Assignor and Assignee wish to clarify the rent escalation dates under the Ground Lease. The parties acknowledge that the Ground Lease is dated July 1, 2024 (defined therein as the Effective Date), and that section 2 of the Ground Lease provides for a commencement date of July 1, 2025. Paragraph 4(a) (Time for and Method of Adjusting Rent) of the Ground Lease provides for a rent adjustment beginning "on the "five-year Anniversary Date" of the Lease Execution Date and every subsequent "five-year Anniversary Date" thereafter." Notwithstanding the Ground Lease execution date of July 1, 2024 (the first 5-year anniversary date being July 1, 2029), Assignor represents (and by Lessor's Consent, the County agrees) that the intent of Lessor and Assignor was that the first 5-year rent adjustment will, instead, occur on July 1, 2030 (being the 5-year anniversary of the July 1, 2025 commencement date).

10. Section 5 of the Ground Lease permits the Premises to be used for remanufacturing and refurbishing golf cars, and for no other use without Lessor's express prior written consent. Assignor (and by Lessor's Consent, the County) hereby agrees that Assignee may use the Premises for the following purpose (and for no other purpose without Lessor's prior written consent): Marine Manufacturing

11. Assignor and Assignee expressly acknowledges the obligations of the Lessee under section 16 of the Ground Lease, to become responsible for paying surface water assessments and/or fees beginning June 30, 2025.

12. On the date of Assignee's execution of this Assignment and Assumption Agreement, Assignee shall provide a Certificate of insurance to Assignor and Lessor in satisfaction of the insurance requirements under section 21 of the Ground Lease.

13. Assignee's address, for purposes of notices under section 39 of the Ground Lease, is as follows:

Island Packet & Seaward Yachts, LLC
1979 Wild Acres Road
Largo, FL 33771
Phone: (727)535-6431

[Signature pages to follow]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement as of the date first above written.

Signed, Sealed, and Delivered
In the Presence of:

WITNESS 1:

Print Name: CLAY GILMAN

Address of Witness 1

625 COURT ST., SUITE 200
CLEARWATER, FL 33756

WITNESS 2:

Print Name: Valerie A. Sulecki

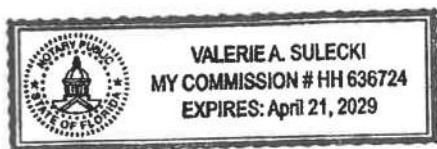
Address of Witness 2

625 Court Street Suite 200
Clearwater, FL 33756

STATE OF Florida

COUNTY OF Pineellas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of February, 202¹⁶ by William A. Dodd Jr., President of GOLF CAR SYSTEMS, INC., a corporation authorized to do business in the State of Florida, on behalf of the company, who ☐ is personally known to me or ☒ has produced FL Drivers License as identification.



ASSIGNOR:

GOLF CAR SYSTEMS, INC.

By:

Name: WILLIAM A. DODD JR.

Title: PRESIDENT

Valerie A. Sulecki

Notary Public - State of Florida

Printed Name: Valerie A. Sulecki

Commission Number: HH 636724

Commission Expiration: 4/21/2029

Signed, Sealed, and Delivered
In the Presence of:

WITNESS 1:

[Signature]
Print Name: CLAY GELMAN

Address of Witness 1

625 COURT STREET, SUITE 200
CLEARWATER, FL 33756

WITNESS 2:

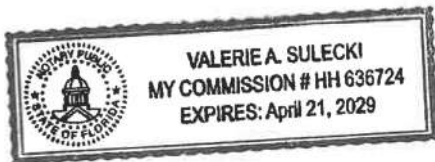
[Signature]
Print Name: Valerie A. Sulecki

Address of Witness 2

625 Court Street, Suite 200
Clearwater, FL 33756

STATE OF Florida
COUNTY OF Pinellas }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of February, 2028 by Darrell J. Allen, Manager of ISLAND PACKET AND SEAWARD YACHTS LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☒ has produced FL Drivers License as identification.



ASSIGNEE:

ISLAND PACKET AND SEAWARD
YACHTS LLC, a Florida limited liability
company

By: [Signature]
Name: Darrell J. Allen
Title: Manager

[Signature]
Notary Public - State of Florida
Printed Name: Valerie A. Sulecki
Commission Number: HH 636724
Commission Expiration: 4/21/2029

Exhibit "A"

(Permitted Exceptions)

[Subject to revisions based on final title commitment]

1. Real estate taxes, assessments, water charges and sewer rents for the year 2025 and subsequent years, which are not yet due and payable.
2. The Ground Lease.
3. Covenants, restrictions, consents, agreements and easements of record affecting the Property.
4. All land use, zoning, building and environmental laws, ordinances, codes, restrictions and regulations, and any amendments thereto, heretofore or hereafter adopted by any municipal, state, federal or other authority having or claiming jurisdiction over the Property.
5. Any state of facts, which a current accurate survey or personal inspection of the Property would disclose.
6. Recorded rights of any public authority or utility company to lay, maintain install and repair pipes, lines, poles, conduits, wires, cable boxes and other related equipment on, under, over or across the Property.
7. Variations between record lines of the Property and retaining walls, if any.
8. Variations between legal description and the legal description contained in the tax map.

Exhibit "B"

Pinellas County Lessor Consent to Assignment

LESSOR CONSENT TO ASSIGNMENT

PINELLAS COUNTY, a political subdivision of the State of Florida, as Lessor does hereby consent to the assignment of the Ground Lease from GOLF CAR SYSTEMS, INC., a corporation authorized to do business in the State of Florida, to assignee, ISLAND PACKET AND SEAWARD YACHTS LLC, a Florida limited liability company, in accordance with the terms and conditions of the Assignment and Assumption of Ground Lease, to which this Lessor Consent to Assignment is attached.

LANDLORD:

PINELLAS COUNTY, a political subdivision of
the State of Florida

By: Barry Burton
Name: Barry Burton
Title: County Administrator
Date: January 9, 2026

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney