

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2022

Contract/Lease Control #: L17-0452-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OAKWELLS COMMUTER RAIL, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/01/2022

Expiration Date: 03/31/2027

Description of: FOOD AND BEVERAGE CONCESSION

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT: L17-0452-AP
OAKWELLS COMMUNTER RAIL, LLC
FOOD AND BEVERAGE CONCESSION
EXPIRES: 03/31/2027

**AMENDMENT THREE OF LEASE L17-0452-AP
OAKWELLS COMMUNTER RAIL, LLC LEASE FOR
FOOD AND BEVERAGE CONCESSION AT
THE DESTIN-FORT WALTON BEACH AIRPORT**

This Amendment Three of the Lease made and entered into on this 5th day of April, 2022, hereby amends lease L17-0452-AP ("the Lease Agreement"), between Oakwells Commuter Rail, LLC, ("Concessionaire"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on January 4, 2017, Concessionaire entered into a Lease Agreement for Food & Beverage Concession, with the County at the Destin Fort Walton Beach Airport with a base term expiration date of January 31, 2022; and

WHEREAS, on August 1, 2017, Amendment One was executed that added storage space to the Lease Agreement; and

WHEREAS, on July 9, 2019, Amendment Two was executed that included minor edits and updated ACDBE requirements; and

WHEREAS, the parties now desire to exercise the five-year extension term and to further amend the Lease Agreement to incorporate additional concession space to be developed and operated by the Concessionaire on Concourse C.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

AMENDMENT 3

1. **EXHIBITS**

Add the following:

Exhibit G Concourse C Proposal

2. **ARTICLE 2,**

Section 2.1 Designation of Assigned Areas and Exhibit B shall both be amended to add the following to the list of concession area(s):

- c. Concourse C - The Hangar comprised of 528 square feet*
- d. Concourse C - Doolittle's Cantina comprised of 1,198 square feet*
- e. Concourse C - Doolittle's Annex comprised of 950 square feet*

Section 2.4 As Is Condition shall be amended to add the following:

The County incurred additional construction costs to support the utility requirements for support of the Concourse C concession development area. Concessionaire agrees to reimburse the County one hundred twenty-five thousand dollars (\$125,000) as its share of the additional costs incurred by the County. Payment of this amount will be due and payable within thirty (30) calendar days following execution of this Amendment Three.

3. ARTICLE 5 FEES, CHARGES, AND STATEMENTS

Amendment 1 dated August 1, 2017 added Room B125B to the Agreement, which is in addition to space included in the Agreement as the Assigned Area.

Delete the following from Amendment One:

(2.) The storage space room B125B behind the kitchen consists of 313 square feet, beginning April 1, 2017, at the rate of \$33.26 per square foot for storage space.

(3.) Concessionaire will pay a fee of Ten Thousand Four Hundred Ten Dollars and Thirty-Eight Cents (\$10,410.38) annually or Eight Hundred Sixty-Seven Dollars and Fifty-Three Cents (\$867.53) monthly plus all applicable sales tax retroactive to April 1, 2017 for storage space.

Replace with the following:

The storage space room B125B behind the kitchen consists of 313 square feet. Beginning April 1, 2022 and through the first year of the extended Agreement contract year (April 1, 2022 through March 31, 2023), the square footage rental rate shall be fifty percent (50%) of the Signatory Rental Rate per square foot. For the second contract year year of the Agreement and for each subsequent contract year until termination, the Signatory Rental Rate and the rental rate will be adjusted annually, and the Concessionaire's rental rate adjusted accordingly.

4. ARTICLE 6 BOOKS AND RECORDS

Add the following:

Section 6.17 Environmental Monthly Fee: Concessionaire agrees to pay for its share of the rubbish disposal, recycling, and monitoring, a monthly flat fee of five hundred dollars (\$500.00) for contract year 2022-23 due and payable with the monthly reported activity. This flat fee shall escalate at five percent (5%) per year for each remaining contract year of the Agreement and Holdover, if applicable.

5. ARTICLE 7 UTILITIES

Delete the following:

Concessionaire shall pay all utilities consumed within the assigned Area(s). In all cases where practicable, Concessionaire shall maintain separate utility meters. In

all other instances, the Concessionaire will pay a pro-rated fee based upon estimated use of such utility in the Assigned Area(s). Utility charges which are invoiced by the County must be paid within thirty (30) calendar days after receipt of invoice by Concessionaire or said charges will be subject to interest at the maximum allowable rate under the law.

Replace with following:

Fee for Electrical Consumption: For the contract year 2022-2023, Concessionaire agrees to pay the County for its share of the monthly electrical consumption a flat fee of one thousand one hundred two dollars and fifty cents (\$1,102.50) due and payable with the monthly reported activity. This flat fee shall escalate at five percent (5%) per year during each remaining contract year of the Agreement and any Holdover, if applicable.

Add the following:

Fee for Natural Gas Service: Natural gas service was installed to support the concession operations on Concourse C. Concessionaire and other Concessionaire will split on an equal basis the monthly utility costs billed to the County. Following the end of each month during the Term of the Agreement, once the gas usage utility bill is received, the County will invoice Concessionaire for fifty percent (50%) of the monthly amount. Payment will be due within thirty (30) calendar days after receipt of invoice.

6. ARTICLE 8 SECURITY FEE

Delete the following:

In order to help defray the cost of providing security, Concessionaire shall pay to the County a security fee of one quarter of one percent (.25%) of Gross Revenues effective the Commencement Date. Security fees shall be payable within twenty (20) calendar days after the beginning of each month throughout the Term of this Agreement and shall be reported for the preceding month as a separate line item on the monthly Gross Revenue Report. The County may adjust security fees from time to time, which adjustments may include, but shall not be limited to, adjustments of the security fees, method of collection, or basis of calculation.

Replace with the following:

Security Fee: For use of the security services at the Airport to process products and employees, Contractor shall pay to the County a flat fee of one hundred dollars (\$100.00) per month for the Term of the Agreement and any Holdover, if applicable.

7. ARTICLE 9 OPERATIONAL STANDARDS

Delete the following:

Section 9.3 Hours of Operation.

The hours of business during which Concessionaire is to conduct its operations at the Assigned Area shall be such that passengers of any and all flights arriving at or departing from the Airport Terminal where Concessionaire is operating will be accommodated, unless otherwise permitted by written consent from the Airports Director. The Airports Director or his designee reserves the right to order changes in the hours of operation to ensure that such services are available. The minimum hours of operation are twelve (12) consecutive hours per day from either one (1) hour before the first scheduled departure or one (1) hour after the last scheduled arrival, seven (7) days a week, three hundred sixty five (365) days per year unless otherwise agreed to in writing by the County.

Replace with the following:

Hours of Service: Concessionaire shall provide all services required under this Agreement three hundred sixty-five (365) days a year with operating hours and staffing levels adequate for both the hourly and seasonal peaks in passenger traffic. The concessions shall be open for service commencing one hour prior to the first scheduled departure and stay open consistently until fifteen minutes prior to the last scheduled departure. In the event of departure delays, the Concessionaire will use commercially reasonable efforts to keep the concession open until the last flight departs factoring in the value of customer service, the cost required to keep the concession open, and the availability of staff. During any period in Concourse C when flights are reduced significantly, Concessionaire and the other Concessionaire serving the Concourse C may coordinate hours of operation to reduce hours provided that there is full food, beverage, and retail service available to customers during all operating hours as identified above. Any such coordination will require the prior written approval of the Airports Director.

8. ARTICLE 12 MAINTENANCE

Delete the following:

Section 12.12 Rodents, Insects and Pests.

Concessionaire agrees to provide adequate control of rodents, insects, and other pests in its Assigned Area. In the event that Concessionaire's rodent, insect and pest control program is not acceptable or sufficient, County may seek to control such rodents, insects and pests by other means. Concessionaire agrees to reimburse County no later than ten (10) calendar days following demand for any expenses incurred by County due to conditions within Concessionaire's Assigned Area. In the event Concessionaire fails to reimburse County within ten (10) calendar days, Concessionaire shall reimburse County for costs expended plus twenty-five percent (25%) administrative overhead

Replace with the following:

Pest Control Monthly Fee: County agrees to provide pest control services to the Assigned Areas. Concessionaire agrees to pay a monthly fee for its share of pest

control services in the amount of eighty-two dollars and sixty-nine cents (\$82.69) for contract year 2022-23. This flat fee shall escalate at five percent (5%) per year for each remaining contract year through the term of the Agreement and Holdover, if applicable.

RENEWAL

Concessionaire is exercising the option to renew Lease L17-0452-AP. In recognition of the additional Assigned Areas with an opening date of April 1, 2022, the expiration of the five (5) year extension of the Agreement will be extended from January 31, 2027 to March 31, 2027, with no renewal options remaining.

All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Agreement.

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

OKALOOSA COUNTY, FLORIDA



Mel Ponder
Chairman, Board of County Commissioners
Date: APR 05 2022

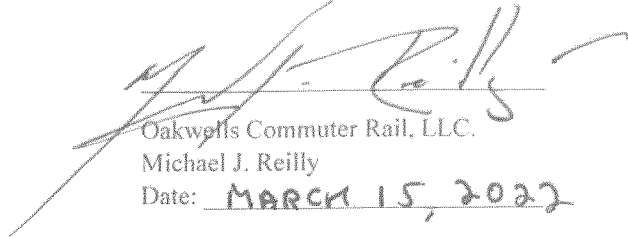
ATTEST:



J.D. Peacock II
Clerk of Circuit Court



CONCESSIONAIRE


Oakwells Commuter Rail, LLC.
Michael J. Reilly
Date: MARCH 15, 2022

ATTEST:


Witness

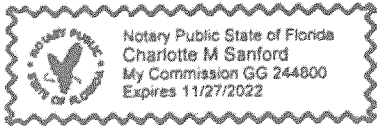

Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Orange

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL J. REILLY who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 15th day of March, 2022, AD.




NOTARY

My Commission Expires: 11-27-22



C19-2811- AP
Construction
of Satellite
Concourse 'C'



MIGUEL ANTONIO MARTIN
FL AR-918279

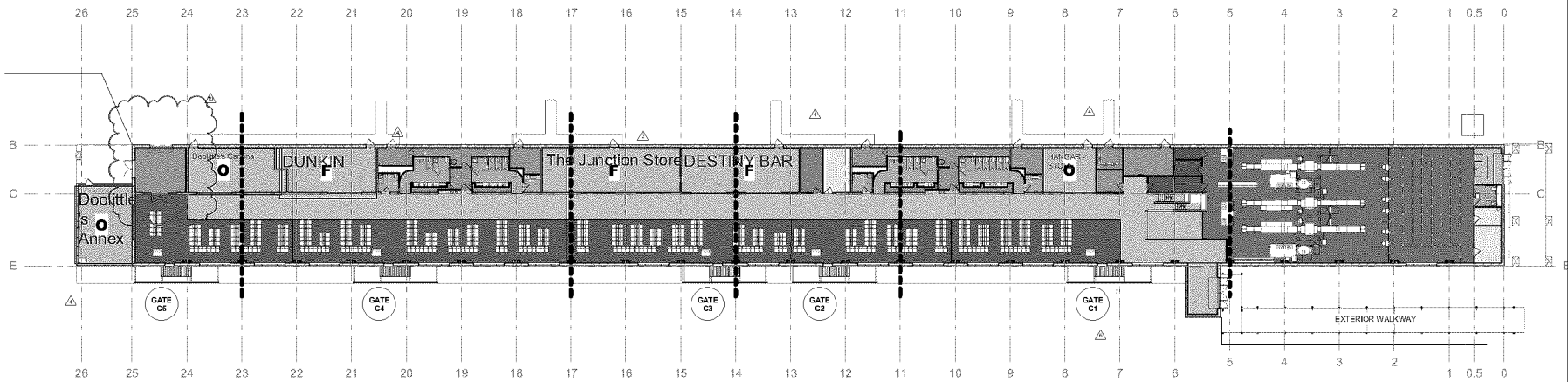
SCALE

Revisions

No.	Date	Description
2	02-MAR-2021	ADD/REMOVE
3	08-MAR-2021	CONFORMED DOCUMENTS
4	23-MAR-2021	BULLFINCH
8	23-MAR-2021	BULLFINCH
10	17-MAR-2021	BULLFINCH

Project No.:	MLM-19672
Designer:	MLM, MAM
Drawn By:	ST, CC, DW, CB
Checked By:	MAM
Issue Date:	08-APR-2021
Drawing Scale:	1" = 20'-0"
USER: P11	

SPACE
UTILIZATION
PLANS
CONFORMED DOCUMENTS
USER: P11
G311



D1 SPACE UTILIZATION PLAN CONCOURSE LEVEL

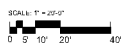
1" = 20'-0"



SPACE LEGEND

- ADMINISTRATION-AIRPORT
- CIRCULATION
- COMMERCIAL AIRLINE OPERATION - GATES
- COMMERCIAL AIRLINE OPERATION - OFFICES
- CONCESSIONAIRES RESPONSIBILITY: O: OAKWELLS F: FABER
- RESTROOM
- SECURITY - TSA OFFICES
- SECURITY-PASSENGER SCREENING
- SUPPORT

SHEET PROVIDED FOR INFORMATION ONLY



BIN 300:Design of Satellite ConcourseYPS-MLM_A-11

1/16/2022 8:26:41 PM

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www.silhouettearchitecture.com

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Winter Park, FL 32782

13208 Kalma Lane, #101
Fairfax, VA 22033

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MEP CONSULTANT:
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T (571) 647-2306
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Destin-Fort Walton Beach Airport (VPS)
1701 State Road 85 N, C212
Eglin AFB, FL 32542-1498

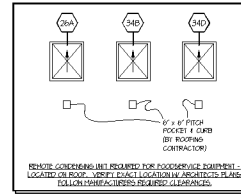
No.	Description	Date

EQUIPMENT FLOOR PLAN

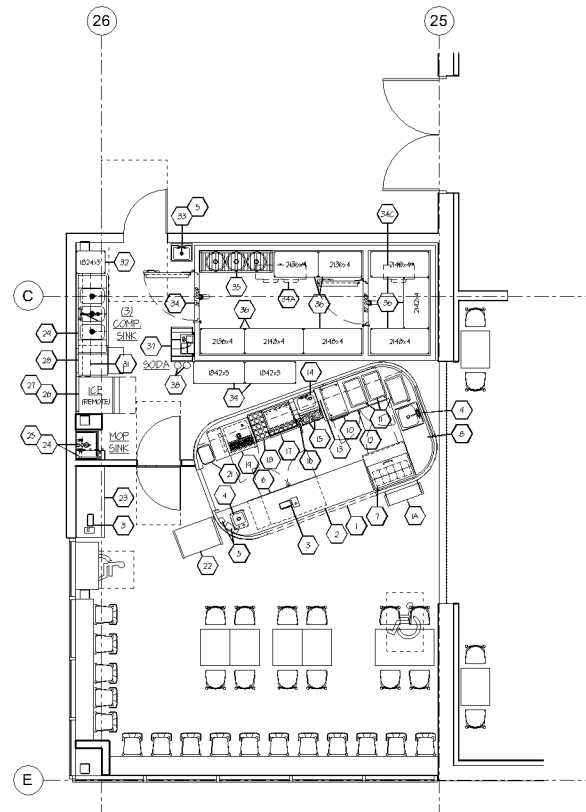
Project number: 2020-020
Date: 7/21/2021
Drawn by: -
Checked by: -

FS-1.0

Scale: 1/4" = 1'-0"



EQUIPMENT SCHEDULE	
ITEM NO	EQUIPMENT CATEGORY
1	AIR STREAM HEALER (BY OTHERS)
1A	COUNTER SHELF (BY OTHERS)
2	FRONT COUNTER (BY OTHERS)
3	POS (BY OWNER)
4	DROP-IN HAND SINK
5	SOAP & TONEL DISPENSERS (BY OWNER)
6	UIC BAR COOLER
7	REFRIGERATED PREP TABLE
8	BACK COUNTER (BY OTHERS)
9	DROP-IN PREP SINK W/ BOHL COVER
10	RAPID COOK OVEN
11	COUNTERTOP FOOD WARMER
12	UIC REFRIGERATOR
13	OVERHEAD SHELVING (BY OTHERS)
14	BLENDER STATION W/ SINK
15	BLENDER
16	SODA FOUNTAIN (BY VENDOR)
17	COCKTAIL STATION
18	LIQUOR TOWER
19	BEER COOLER W/ TOWER & DRAINER
20	SPARE NUMBER
21	TRASH RECEPTACLE
22	REFRIGERATED AIR SCREEN MERCH.
23	SERVER COUNTER (BY OTHERS)
24	MOP SINK & FRACKET
25	MOP RACK W/ SHELF
26A	ICE MAKER - REVOITE
26B	ICE MAKER CONDENSING UNIT
27	ICE BIN
28	UIC DISHWASHER (BY VENDOR)
29	UIC COMPARTMENT SINK
30	SPARE NUMBER
31	WALL SHELF W/ POT RACK
32	STORAGE SHELVING
33	HAND SINK
34	WALK-IN COOLER / FREEZER
34A	COOLER EVAPORATOR COIL
34B	COOLER CONDENSING UNIT
34C	FREEZER EVAPORATOR COIL
34D	FREEZER CONDENSING UNIT
35	KEG / BEER SHELVING
36	STORAGE SHELVING
31	SODA SYSTEM (BY VENDOR)
32	CO2 SUPPLY (BY VENDOR)
34	STORAGE SHELVING



EQUIPMENT FLOOR PLAN

SCALE: 1/4" = 1'-0"

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F (312) 258-4629
tchermak@silhouetteinc.com

MEP CONSULTANT:
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Fairfax, VA 22033
john@ableme.com

STRUCTURAL CONSULTANT:
Yun Associates LLC
Bill Yun
1775 K St. NW, Suite 220
Washington DC 20006
T (202) 548-3075
byun@yunassociates.com

Destin-Fort Walton Beach Airport (VPS)
1701 State Road 55 N, D253
Eglin AFB, FL 32542-1498
Space Number: W1232 - Concourse C

No.	Description	Date

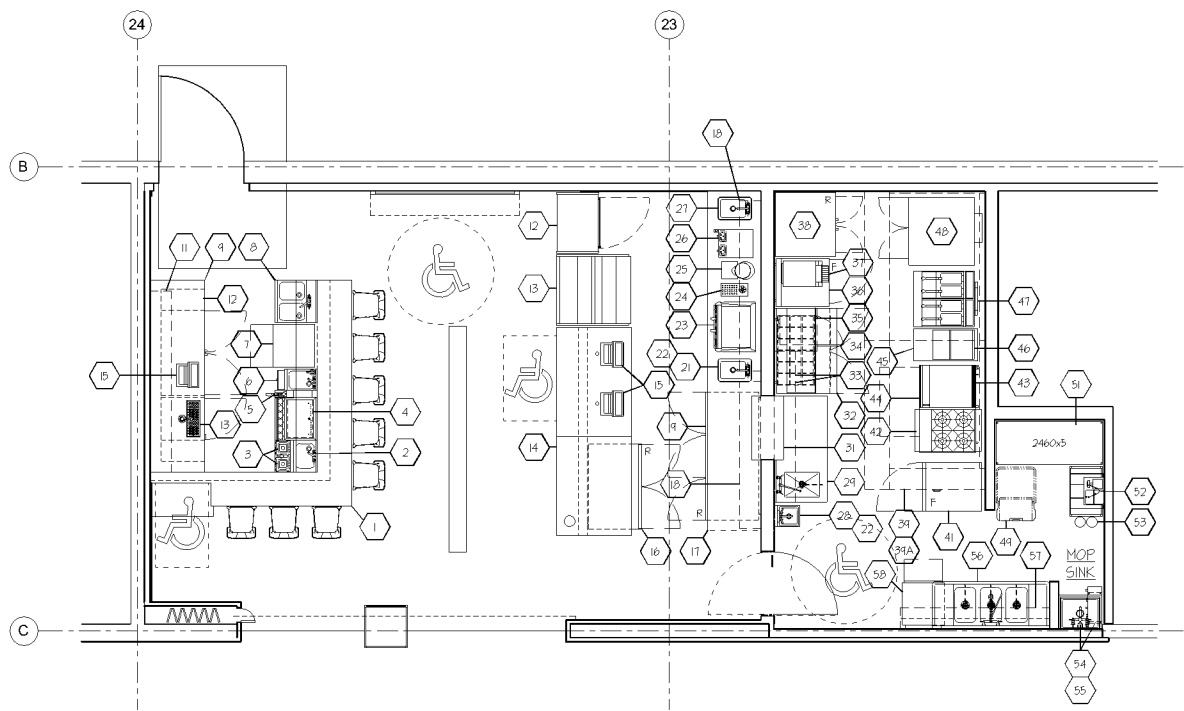
EQUIPMENT FLOOR PLAN

Project number: 2021-019
Date: 06/26/2021
Drawn by:
Checked by:

FS-1.0

Scale: As indicated

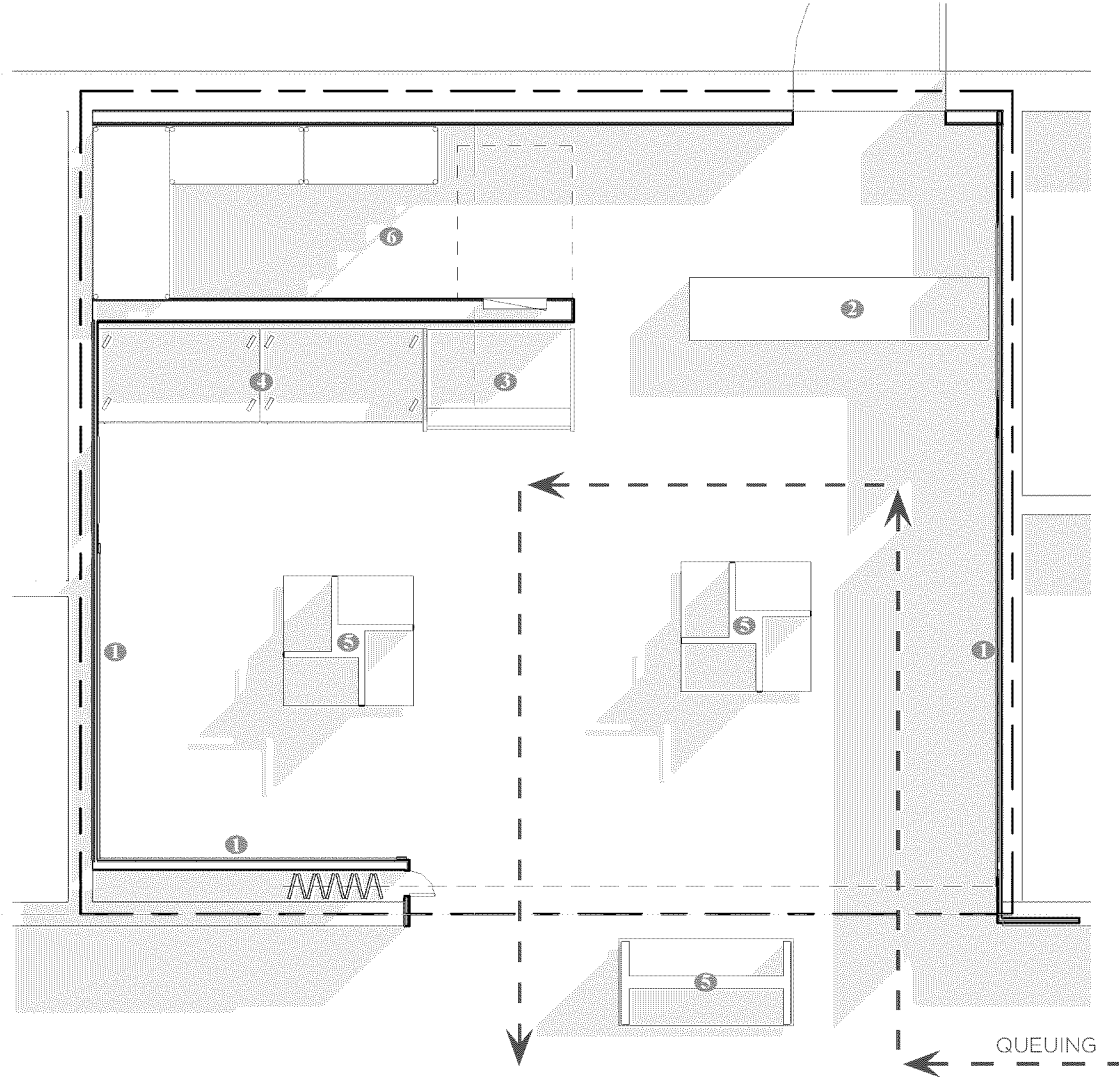
EQUIPMENT SCHEDULE	
ITEM NO.	EQUIPMENT CATEGORY
1	FRONT BAR TOP & DIE HALL (BY OTHERS)
2	BLENDER STATION W/ SINK
3	BLENDER
4	COFFEE STATION
5	SODA BAR (BY VENDOR)
6	BAR HAND SINK W/ SOAP & TONEL
7	GLASSWASHER (BY VENDOR)
8	(2) COMPARTMENT SINK
9	BACK BAR COUNTER (BY OTHERS)
10	SPARE NUMBER
11	OVERHEAD STORAGE (BY OTHERS)
12	REFRIGERATED AIR SCREEN MERCH.
13	BACK BAR COOLER - (2) DOOR
13	BEER COOLER W/ TOWER & DRAINER
13	KEFIRIG GRAB-N-GO / DISPLAY CASE
14	FRONT COUNTER (BY OTHERS)
15	POS (BY OWNER)
16	IBC REFRIGERATOR
17	BACK COUNTER (BY OTHERS)
18	HALL SHELVING (BY OTHERS)
18	IBC REFRIGERATOR
20	SPARE NUMBER
21	DROP-IN HAND SINK
22	SOAP & TONEL DISPENSER (BY OWNER)
23	ESPRESSO MACHINE (BY OWNER)
24	GLASS KENDER
25	GRINDER (BY OWNER)
26	COFFEE DRENER (BY OWNER)
27	DROP-IN DUMP SINK
28	HAND SINK
29	WORK TABLE W/ SINK
30	SPARE NUMBER
31	5/5 PAID THRU HATCH
32	REFRIGERATED PREP TABLE
33	HALL SHELVING
34	MICROWAVE SHELF
35	MICROWAVE OVEN
36	WORKTOP FREEZER
37	CONVEYOR TOASTER
38	REACH-IN REFRIGERATOR
39	EXHAUST HOOD W/ UTILITY CABINET
39A	FIRE SUPPRESSION SYSTEM
40	SPARE NUMBER
41	REACH-IN FREEZER
42	COUNTERTOP (4) BURNER RANGE
43	COUNTERTOP GRIDDLE
44	REFRIGERATED EQUIPMENT STAND
45	WORK TABLE
46	COUNTERTOP FOOD WARRER
47	FRYERS W/ FILTER
48	CONVECTION OVEN - SINGLE
49	MOBILE ICE CART
50	SPARE NUMBER
51	STORAGE SHELVING
52	SODA SYSTEM (BY VENDOR)
53	CO2 SUPPLY (BY VENDOR)
54	WORK SINK / FAUCET
55	WORK RACK W/ SHELF
56	(3) COMPARTMENT SINK
57	HALL SHELF W/ POT RACK
58	IBC DISHWASHER (BY VENDOR)



EQUIPMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

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- ① RETAIL WALL
- ② POINT OF SALE (ADA)
- ③ GRAB AND GO COOLER
- ④ BEVERAGE COOLERS
- ⑤ RETAIL FLOOR FIXTURES
- ⑥ BACK OF HOUSE STORAGE



Presented By:



FLOOR PLAN - THE HANGAR MERCANTILE
 VPS - DESTIN / FORT WALTON BEACH AIRPORT
 FOOD & BEVERAGE CONCESSIONS

Prepared By:

SILHOUETTE
 DESIGN ARCHITECTURE



THE HANGAR
MERCANTILE



WILSONART PORT
D14-60 WITH
CASUAL RUSTIC
FINISH-16

KOKOKURA
AVONITE F1-9117

SKY WHITE

NEVAMOAR - BABBLING BROOK WW7800-T

Presented By:



RENDERING - THE HANGAR
VPS - DESTIN / FORT WALTON BEACH AIRPORT
FOOD & BEVERAGE CONCESSIONS

Prepared By:

SILHOUETTE
DESIGN ARCHITECTURE



Presented By:



RENDERING - THE HANGAR
VPS - DESTIN / FORT WALTON BEACH AIRPORT
FOOD & BEVERAGE CONCESSIONS

Prepared By:

SILHOUETTE
DESIGN ARCHITECTURE

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: L17-0452-AP Tracking Number: 4517-21
Procurement/Contractor/Lessee Name: Oakwell Grant Funded: YES ___ NO X
Purpose: Amendment 3
Date/Term: 3-31-27 1. GREATER THAN \$100,000
Department #: NA continue 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: _____
Department: airport Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
Waste Meier Date: 2-17-23
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Federal bid Grant Name: _____
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see emails attached Date: 2-18-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 3-18-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Friday, February 18, 2022 9:32 AM
To: DeRita Mason
Subject: RE: Oakwells Amendment & Renewal L17-0452-AP

DeRita,

This is approved by Risk.

Thank You

Kristy LoFria

Okaloosa County BCC-Risk Management
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 17, 2022 4:10 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: Oakwells Amendment & Renewal L17-0452-AP

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, March 17, 2022 1:38 PM
To: DeRita Mason
Subject: Re: Oakwells Amendment & Renewal L17-0452-AP
Attachments: Oakwells Amendment 3 3.17.22.docx

With these changes, this is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, February 17, 2022 5:09:59 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Kristina LoFria
Subject: FW: Oakwells Amendment & Renewal L17-0452-AP

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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