

STAFF REPORT REGULAR MEETING

Revised

AGENDA DATE: July 28, 2026

DEPARTMENT: City Attorney

TITLE:

Second Amendment to Food and Beverage Services Agreement Between City of Lake Worth Beach And E.R. Bradleys Triple Crown Club L.W., LLC, d/b/a E.R. Bradley's Lagoon Saloon (Tenant).

SUMMARY:

In accordance with City Commission direction the current agreement is proposed to be extended through August 1, 2027 with rent at \$7,500/month; with the Tenant paying all solid waste and electric utility bills directly to the respective utility department, with the electric bill commencing upon the installation of an electric meter. The Tenant will also pay Common Area Maintenance for the restaurant's hallways and common entryway, currently estimated at \$7.01/square foot.

BACKGROUND AND JUSTIFICATION:

On October 2, 2013, the CITY and TENANT (E.R. Bradleys Triple Crown Club L.W., LLC, d/b/a E.R. Bradley's Lagoon Saloon) entered into a Food and Beverage Services Agreement for certain space located at the Lake Worth Municipal Golf Course and to engage the TENANT to operate a full scale restaurant at the Municipal Golf Course and to provide food and beverage services at the golf course concession (the "Services Agreement"). The CITY and TENANT entered into the First Amendment to the Agreement on August 23, 2016 ("First Amendment").

The current Agreement expires on August 3, 2026. In accordance with the City's Charter, the maximum total length of this term can be nineteen (19) years and three hundred and sixty-four (364) days from the initial term on October 1, 2013 (through September 30, 2033 would be allowable).

At the City Commission meeting of July 7, 2026, the Commission directed that the current agreement be extended through August 1, 2027 with rent at \$7,500/month; with the Tenant paying all solid waste and electric utility bills directly to the respective utility department, with the electric bill commencing upon the installation of an electric meter. The Tenant will also pay Common Area Maintenance for the restaurant's hallways and common entryway, currently estimated at \$7.01/square foot for 1,326 square foot, approximately \$774.60/month.

The Commission also directed that, prior to the approval of the Second Amendment, that the Tenant, by July 22, 2026, complete the following:

1. Relocate the Pod (20' Milvan connex container) to the north side of the cart barn and install landscaping (8' tall clusia completely concealing the container on three sides). The container/connex must be permanently affixed to the ground;
2. Finalize the repairs of the concrete steps on the northern patio; and
3. Provide the financial information set forth in paragraph 38.1 of the original lease, specifically, subparagraphs 4 and 6.

An update will be provided by your July 28th meeting as to whether these items have been completed.

MOTION: To approve/disapprove the proposed Second Amendment to the Agreement extending the term to August 1, 2027.

ATTACHMENT(S):

Exhibit 1 – Fiscal Impact (attached as a separate document)
Second Amendment to the Agreement
2013 Agreement
2016 First Amendment to the Agreement