



DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 5/7/2025

☒ Agenda Item ☐ Non-Agenda

Charter Ofc: Office of City Attorney Router Name: Stephanie S Ext: 5001

Department: PARKS Router Name: Enrique Sanchez Ext: 5129

Commission Mtg. Date: 5/6/2025 CAM #: 25-0492 Item #: CM-8

Document Title:

Motion Approving a Second Amendment to a Lease Agreement Between Broward County and the City of Fort Lauderdale for Lake Lauderdale, Joint Park Site, also known as Mills Pond Park - (Commission District 3)

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1Attorney's Name: Patricia SaintVil-Joseph Approved as to Form: ☒ Yes ☐ No Initials:

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: _____

3) CITY CLERK OFFICE (CCO): Clerk Initials: UM # of originals: 1

Routed to Dept/Charter Ofc.: _____ Date: 05/08/25

4) CITY MANAGER OFFICE (CMO): Received From: CAD Walker Date: 5/8/25 CMO LOG #: MAY 21TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☐ C. Cooper ☐ L. Reece Date: _____

Comments/Questions _____

ACM/AcACM Initials: BEN 05-08-25 for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: _____, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: _____ Date to CCO: _____

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: PARKS *Name: Enrique Sanchez Contact # 5129

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # _____ ☐ Yes ☒ No Original form route to CAO

PSJ CM-4 [25-0317](#) Motion Approving a Temporary Beach License and Outdoor Event Agreement with FlockFest Events Inc. for FlockFest 2025 on July 12, 2025, at Fort Lauderdale Beach Park - (Commission Districts 2 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

GB CM-5 [25-0310](#) Motion Approving and Authorizing the Execution of a Revocable License with Stiles Pirtle Joint Venture, for Temporary Right-of-Way Closures on SE 6th Street in Association with the Broward County Courthouse Demolition of the Existing Central and West Wing Courthouse Towers and Construction of a New 6 Story, 495 Car Parking Garage Located at 201 SE 6th Street - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

RMH CM-6 [25-0474](#) Motion Approving Change Order No. 6 to Task Order No. 6 for Construction Administration Services for the New Police Headquarters - AECOM Technical Services, Inc. - \$63,696 - (Commission Districts 1,2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

RMH CM-7 [25-0495](#) Motion Approving a First Amendment to an Interlocal Agreement with Broward County to Construct a Redundant Effluent Force Main - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

PSJ CM-8 [25-0492](#) Motion Approving a Second Amendment to a Lease Agreement Between Broward County and the City of Fort Lauderdale for Lake Lauderdale, Joint Park Site, also known as Mills Pond Park - (Commission District 3)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#25-0492

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: May 6, 2025

TITLE: Motion Approving a Second Amendment to a Lease Agreement Between
Broward County and the City of Fort Lauderdale for Lake Lauderdale, Joint
Park Site, also known as Mills Pond Park - **(Commission District 3)**

Recommendation

Staff recommends the City Commission approve a second amendment to the lease agreement between Broward County and the City of Fort Lauderdale, in substantially the form attached, for an additional one (1)-year period, for the City's use and maintenance of Lake Lauderdale, Joint Park Site, also known as Mills Pond Park.

Background

For the past 40 years (1985- 2025), Broward County and the City of Fort Lauderdale have been committed to providing a regional park, located in the City of Fort Lauderdale, currently known as Mills Pond Park. Mills Pond Park is home to a five (5)-field state-of-the-art softball complex, four (4) multipurpose fields used for football and soccer, playgrounds, pavilions, open play area, and a water ski lake.

On May 21, 1985, the City entered into a 30-year lease agreement with Broward County for the use and maintenance of Mills Pond Park, with an option to renew the lease for two (2) successive five (5)-year terms, and subject to and conditioned upon certain terms and conditions. On June 17, 2014, pursuant to Article 5.2 of the Lease Agreement, the City Commission approved extending the lease term for two (2) successive five (5)-year periods. The first period commenced on May 21, 2015, and will expire on May 21, 2025. The parties now desire to extend the lease term for an additional one (1)-year period, subject to the same terms and conditions as provided in the Lease Agreement, so the parties may engage in long-term contract negotiations for the City's continued use and maintenance of Mills Pond Park. However, it should be noted that during the proposed one-year extension, City staff is interested in exploring all options including, but not limited to, an extended long-term lease period and property conveyance.

The first amendment to the lease agreement, dated January 11, 1996, updated the park site masterplan to provide a portion of the park for a batting cage facility, miniature golf

course, family entertainment center, and associated concession facilities for public recreation purposes.

The proposed second amendment, if approved, will modify Section 5.2 of the lease agreement to create a renewal term. The renewal term will automatically renew the agreement for an additional one (1)-year period which shall terminate on May 21, 2026.

Resource Impact

There are no new fiscal impacts associated with this item as the City's obligations remain the same.

Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Public Spaces and Community Initiatives.

This item supports the 2029 Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We are Here

This item supports the Advance Fort Lauderdale 2040 Comprehensive Place specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Area
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

Attachments

Exhibit 1 – Original Agreement

Exhibit 2 – Term Extension Letter

Exhibit 3 – Second Amendment

Prepared by: Carolyn Bean, Asst. to the Director, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

PSJ CM-4 25-0317 Motion Approving a Temporary Beach License and Outdoor Event Agreement with FlockFest Events Inc. for FlockFest 2025 on July 12, 2025, at Fort Lauderdale Beach Park - (Commission Districts 2 and 4)

APPROVED

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APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis



**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR LAKE LAUDERDALE, JOINT PARK SITE**

This Second Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and the City of Fort Lauderdale, a municipal corporation ("City"), whose address is 101 Northeast 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301. County and City are referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. On May 21, 1985, the Parties entered into a lease agreement ("1985 Lease"), whereby City leases certain real property ("Property") from County for use as a public park known as Mills Pond Park.

B. The 1985 Lease was amended by a First Amendment, dated January 11, 1996 ("First Amendment"), to update the master plan for the park site to provide that a portion of the Property may be utilized as a batting cage facility, miniature golf course, family entertainment center, and associated concession facilities for public recreation purposes.

C. Upon receipt of the City's written request for a lease extension and pursuant to a notice dated October 3, 2014, the County agreed to extend the term of the 1985 Lease for two (2) successive five (5)-year periods, which said term commenced on May 22, 2015, and is scheduled to terminate on May 21, 2025, subject to and conditioned upon the same terms and conditions outlined in the 1985 Lease, as amended ("Lease Renewal").

D. The 1985 Lease, the First Amendment, and the Lease Renewal are collectively referred to as the "Agreement."

E. The Parties now desire to enter into this Amendment to extend the term of the Agreement for an additional one (1) year period and modify certain notice requirements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. This Amendment shall be effective as of the date it is fully executed by the Parties ("Effective Date").

3. Except as modified in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

4. Amendments made to Article 5.2 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Article 5.2 of the Agreement is hereby amended as follows:

5.2 County hereby grants to CITY the right to renew this lease upon the expiration of said initial term for two (2) successive five (5)-year periods, by giving written notice to COUNTY no later than one hundred twenty (120) days prior to the end of the initial or pervious term **("Renewal Term")**. **Following the end of the Renewal Term, the Lease shall automatically renew for an additional period of one (1) year, terminating on May 21, 2026, upon the same terms and conditions as provided in this Lease.**

5. Article 8 of the Agreement is hereby deleted and replaced in its entirety as follows (bolding and underlining omitted):

NOTICES:

In order for notice to a party to be effective under this Lease, notice shall be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Real Property and Real Estate Development
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

And:

Broward County Natural Resources Division
115 South Andrews Avenue, Room 329-H
Fort Lauderdale, Florida 33301
Attention: Monica Pognon
E-mail Address: mpognon@broward.org

And:

Broward County Parks and Recreation Division
950 Northwest 38th Street
Oakland Park, Florida 33301
Attention: Dan West
E-mail Address: DanWest@broward.org

Notice to City:

City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Attention: Rickelle Williams
E-mail Address: RickelleWilliams@fortlauderdale.gov

With a copy to:

Interim City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301
Attention: D'Wayne M. Spence
E-mail Address: DSpence@fortlauderdale.gov

And:

Parks and Recreation Director
City of Fort Lauderdale
701 S. Andrews Avenue
Fort Lauderdale, Florida 33316
Attention: Carl Williams
E-mail Address: CWilliams@fortlauderdale.gov

6. This Amendment is hereby incorporated into the Agreement, and all of the terms and conditions contained in this Amendment shall be binding on the Parties.

7. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

10. The Parties represent and warrant that this Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represent and warrant that execution of this Amendment is within each Party's legal powers, and each individual executing this Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

[Remainder of this page is intentionally left blank. Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2025, and the City of Fort Lauderdale, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Reno V. Pierre (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

RVP/sr
Second Amendment – Lease Agreement Mills Pond Park
04/14/2025
iManage#: 1162836v1

Second Amendment – Lease Agreement Mills Pond Park

SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR LAKE LAUDERDALE, JOINT PARK SITE

CITY

ATTEST:

By:



for David Solomon
City Clerk



CITY OF FORT LAUDERDALE, a Florida municipal corporation

By:



Dean J. Trantalis, Mayor

12 day of May, 2025

By:



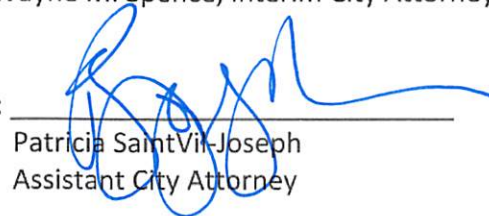
Rickelle Williams,
City Manager

9 day of May, 2025

Approved as to form and correctness:

D'Wayne M. Spence, Interim City Attorney

By:



Patricia Saint-Vit-Joseph
Assistant City Attorney

