WE BUILD COMMUNITY

# DOCUMENT ROUTING FORM

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

1) ORIGINATATING OF	1) ORIGINATATING OFFICES (Charter/Department):					
Routing Start Date: 5						
Charter Ofc: CMO	Pouter Nam	ne: Angela Salmon	Agenda Item □ Non-Agenda Ext: 3442			
Department: CAO		ne: Sonia Sierra	Ext: 5598			
Commission Mtg. Date: N		CAM #: 25-0356	Item #: CM-9			
Document Title:		CAM #.	iem #.			
Third Amendment to the Leas Wellness Center at 4750 Nor	se Agreement betwee th Federal Highway, S	n Camelot of Ft. Lauderdale, l Suite 300, Fort Lauderdale, FL	LC and the City of Fort Lauderdale for the 33308 - Total 60-Month Rent: \$436,834			
Capital Investment / Community Im	nprovement Project define buildings, or fixtures) that a	ed as having a life of at least 10 year	PIP FUNDED: ☐ YES NO rs and a cost of at least \$50,000 and shall mean including major repairs such as roof replacement, etc.			
2) CITY ATTORNEY OF	FFICE (CAO): Doo	cuments to be signed/rout	ted? ✓ Yes □ No			
Is the attached Granicus	document Final?	Yes □No Number of o	originals attached:			
Attorney's Name: Shaun Amarnani Approved as to Form: Yes \( \text{No Initials:} \)						
Continue Routing To: FI		1 /				
3) CITY CLERK OFFIC	E (CCO): Cle	rk Initials: WAY	# of originals:			
Routed to Dept/Charter C			Date: 05/28/25			
4) CITY MANAGER OF	FICE (CMO): Rec	eived From: <u>LUO</u> Date	:: 5/29/15 CMO LOG #: MAY 13			
			per 🗆 L. Reece Date:			
Comments/Questions						
	N US-28.2					
ACM/AcACM Initials:	for continuo	ous routing to Manager/E	xecutive Director Rickelle Williams.			
CMO Log Out & Forwar	d to CCO, Date: _	, for	continuous routing to the Mayor.			
5) MAYOR/CRA CHAIR			Date to CCO:			
Please sign as indicated and attestation and/or seal, if ap		als to the City Clerk's Off	ice for a final processing and review o			
,			an record copy and forward originals t			
- T	Name: Angela Saln		Contact # 3442			
			ernment (Federal, State, County) is complete. Ves 💋 No Original form route to CAO			
leuse Scan a Co	My of exac	Hed docto ssi	Yes No Original form route to CAO			
Page 1 of 1 Form A		nent or Division Director				

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

SA CM-9 <u>25-0356</u>

Motion Approving a Third Amendment to the Lease Agreement between Camelot of Ft. Lauderdale, LLC and the City of Fort Lauderdale for the Wellness Center at 4750 North Federal Highway, Suite 300, Fort Lauderdale, FL 33308 - Total 60-Month Rent: \$436,834 - (Commission District 1)

#### **APPROVED**

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

### **MOTIONS**

LS M-1 25-0102

Motion Approving an Award of State Housing Initiatives Partnership (SHIP) Funding to Oasis of Hope Community Development Corporation Inc. for New Construction-Homeownership - \$700,000 - (Commission District 3)

### **APPROVED**

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

**RMH M-2** 25-0426

Motion Approving an Agreement for the Butler Building Upgrade at George T. Lohmeyer Wastewater Treatment Plant - Walker Design & Construction Co. - \$2,705,087.82 - (Commission Districts 1, 2, 3 and 4)

## **APPROVED**

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

**RMH M-3** 25-0339

Motion Approving Change Order No. 24 for Construction Management at Risk Services for New Police Headquarters - Moss & Associates, LLC - \$1,284,060.50 - (Commission Districts 1, 2, 3 and 4)

#### **APPROVED**

Yea: 4 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Vice Mayor Herbst

## RESOLUTIONS

#25-0356

TO:

Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM:

Rickelle Williams, City Manager

DATE:

May 6, 2025

TITLE:

Motion Approving a Third Amendment to the Lease Agreement between Camelot of Ft. Lauderdale, LLC and the City of Fort Lauderdale for the Wellness Center at 4750 North Federal Highway, Suite 300, Fort Lauderdale, FL 33308 - Total 60-Month Rent: \$436,834 - (Commission

District 1)

## Recommendation

Staff recommends that the City Commission authorize the execution of a third amendment to the lease agreement with Camelot of Ft. Lauderdale, LLC, extending the City's lease for Suite 300 at 4750 North Federal Highway for an additional 60 months.

## **Background**

The City of Fort Lauderdale initially entered into a lease agreement on June 11, 2019, with Camelot of Ft. Lauderdale, LLC, for 2,688 square feet of space at 4750 North Federal Highway, Suite 300, to accommodate the City's Wellness Center. The original lease was set to expire on December 31, 2019, and has since been modified through the following amendments:

- First Amendment (November 5, 2019): Extended the lease through June 30, 2020.
- Second Amendment (May 5, 2020): Extended the lease term to August 31, 2025.

City real estate staff worked in coordination with Colliers International, the City's Risk Management team, and the internal benefits committee to identify suitable alternative medical office spaces closer to City Hall. However, due to limited availability and higher market rates in the downtown core, staff recommends extending the lease for an additional term while preserving flexibility to relocate if a new City Hall is constructed.

## **Terms and Conditions of the Third Amendment**

To ensure the City can maintain uninterrupted wellness services, the third amendment incorporates the following terms:

• **Premises:** 2,688 square feet (Suite 300)

- Lease Term: Five (5) years, commencing September 1, 2025, and ending August 31, 2030
- Base Rent (Gross): Includes a 3% annual escalation over the five-year term, starting at \$6,856.64/month and increasing as follows:
  - Year 1 (2025–2026): \$6,856.64/month (\$30.61/sf annually)
  - Year 2: \$7,062.34/month
  - Year 3: \$7,274.21/month
  - Year 4: \$7,492.44/month
  - Year 5: \$7,717.21/month
- Gross Rent Includes: Electricity, water/sewer, ad valorem taxes, insurance, common area maintenance, and operating expenses

# • Termination Rights:

- City Hall Construction Trigger: Tenant may terminate the lease in the fourth or fifth anniversary of the commencement date, with 180 days' written notice and payment of an unamortized brokerage commission termination fee of \$3,628 if termination occurs in Year 4, or \$3,773 if termination occurs in Year 5.
- Renewal Option: One (1) three-year option to renew at market rent, subject to a survey of comparable Class B medical office rents within two miles.
- **Brokerage:** Berger Commercial Realty Corp. represents the Landlord; Colliers represents the Tenant. The Landlord shall be solely responsible for payment of broker commissions per a separate agreement.

## Resource Impact

The commencement date on September 1, 2025, will result in a fiscal impact of \$6,856 in rent for FY 2025 in the account listed below.

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB- OBJECT NAME	AMENDED BUDGET	AVAILABLE BALANCE	AMOUNT
10-545-9070-519- 30-3319	Self-Insured Health Benefits	Service & Materials/ Office Space Rent	\$418,850	\$61,578	\$6,856
	4,	ļ		TOTAL AMOUNT >	\$6,856

# **Strategic Connections**

This item is a Press Play Fort Lauderdale Strategic Plan 2024 initiative, specifically advancing:

- Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning

## **Attachments**

Exhibit 1 – Lease Agreement

Exhibit 2 – Third Amendment

Exhibit 3 – Property Map

Prepared by: Angela Salmon, Program Manager I, City Manager's Office

Charter Officer: Rickelle Williams, City Manager

## THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("Third Amendment") is dated to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 and entered by and between CAMELOT OF FT. LAUDERDALE, LLC, a Florida limited liability company, (hereinafter "Landlord") and the City of Fort Lauderdale, a municipal corporation of the State of Florida (hereinafter "Tenant").

## **Background**

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 11, 2019 (the "Lease"), pertaining to the Leased Premises, as such premises are further described in the Lease, and

WHEREAS, Landlord and Tenant entered into that certain First Amendment To Lease Agreement, dated November 5, 2019 (the "First Amendment") pertaining to the Leased Premises, and amending and modifying the Lease terms (the Lease and the First Amendment are hereinafter collectively referred to as the "Lease"), and

WHEREAS, Landlord and Tenant entered into that certain Second Amendment To Lease Agreement, dated May 5, 2020 (the "Second Amendment") pertaining to the Leased Premises, and amending and modifying the Lease terms (the Lease and the First Amendment are hereinafter collectively referred to as the "Lease"), with an expiration date of August 31, 2025, and

WHEREAS, Landlord and Tenant desire to enter into this Third Amendment for the purpose of further amending and modifying the Lease, subject to the terms and conditions set forth herein.

## **Agreement**

**NOW, THEREFORE**, in consideration for the covenants and conditions of this Third Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Landlord and Tenant agree as follows:

- 1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
- 2. <u>Defined Terms</u>. All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
- 3. <u>Term.</u> Section 2 of the Lease is hereby amended to extend the Term of the Lease for an additional sixty (60) months, until 5:00 pm on August 31, 2030.
- 4. **Rent.** Section 3 of the Lease is hereby amended as to the Rent Schedule as follows:

Period	Total Monthly Base Rent*
September 1, 2025 - August 31, 2026	\$6,856.64*
September 1, 2026 - August 31, 2027	\$7,062.34*
September 1, 2027 - August 31, 2028	\$7,274.21*
September 1, 2028 - August 31, 2029	\$7,492.44*
September 1, 2029 - August 31, 2030	\$7,717.21*

Tenant shall not pay applicable sales tax on Rent as it is an exempt organization from the Florida Sales Tax. Other than the Rent Schedule, the remainder of Section 3 shall remain unchanged.

- Option to Renew. Provided Tenant is not in default of any of the Terms of the Lease, Tenant shall have one (1) three (3) year Option to Renew this Lease at the same terms and conditions as set forth in the Lease ("Renewal Option"), which may be approved administratively by the City Manager in a form acceptable to the City Attorney. The Tenant shall notify Landlord in writing of its intent to exercise its Renewal Option no later than 180 days prior to the expiration of the Lease Term as set forth in Paragraph 3 herein. The Base Rent schedule for the Renewal Option shall be presented in writing to Tenant by Landlord within thirty (30) days of Landlord's receipt of Tenant's written notice ("Renewal Option Base Rent"). The Landlord shall notify Tenant in writing of the Renewal Option Base Rent as determined by Landlord based upon Landlord's survey of similar class B medical space within 2 miles of the Leased Premises.
- 6. Renewal Option: Right of Termination. The Tenant may terminate year three (3) of the Option Period provided they notify Landlord in writing of its intention to exercise their Right of Termination 180 days before year three (3) of the Option Term.
- 7. <u>Brokerage</u>. Jonathan Thiel and Jake Michels of Berger Commercial Realty Corp. are the agents of the Landlord and Brooke Mosier of Colliers is the agent of the Tenant. No other Brokers were involved in this transaction. The Landlord is responsible for all associated brokerage fees per a separate written agreement.
- 8. <u>Ratification of Lease; Counterparts</u>. All other provisions of the Lease shall remain unchanged and in full force and effect. Landlord and Tenant do hereby ratify and confirm the Lease, as modified herein.
- 9. <u>Conflict</u>. If any of the provisions of this Third Amendment conflict with the Lease, then this Third Amendment shall control.
- 10. **Effectiveness.** This Third Amendment shall not be effective until it is executed by, and delivered to, both Landlord and Tenant.
- 11. <u>Authority</u>. Landlord and Tenant each warrant to the other that the person or persons executing this Third Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this Third Amendment.
- 12. Counterparts; Signatures. This Third Amendment may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this First Amendment had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature.
- 13. Tenant's Additional Right of Termination. Tenant shall have the additional right to terminate the Lease upon the commencement of construction of a new City Hall upon the following terms:

- a. Tenant may only exercise this option to terminate after August 31, 2028;
- b. Tenant must exercise this option to termination before September 1, 2030;
- c. Tenant shall give at least 180 days' notice of the termination prior to exercising this option to terminate the lease; and
  - d. Tenant shall pay a termination fee equal to the unamortized leasing brokerage commissions advanced by Landlord.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ONLY ON NEXT PAGE]

# **TENANT**

	OF FLORIDA
WITNESSES:  Signature  Scott Wynan  [Witness type or print name]	By: Dean J. Trantalis, Mayor Date: 4 4 25
Signature  Andrew Diaz  [Witness type or print name]	By: Pickelle Williams, City Manager  Date: May 30, 2025
	Approved as to form and correctness.  D'Wayne M. Spence, Interim City Attorney
	By: Shaun Amarnani, Esq. Assistant City Attorney
STATE OF FLORIDA COUNTY OF BROWARD	
this 4 day of 500e	pefore me by means of physical presence or online notarization, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort da on behalf of the City of Fort Lauderdale. He is personally as identification.
Notary Public, State of Florida  Larcano  Name of Notary Typed, Printed or Stamped	KRYSTAL LAZCANO Notary Public - State of Florida Commission # HH 520297 My Comm. Expires Apr 24, 2028 Bonded through National Notary Assn.

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE

# STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me notarization, this 30 day of the City of Fort Lauderdale, a municipal corporation of Fl	, 2025, by RICKELLE WILLIAMS, City Manager of
personally known to me or \(\sigma\) has produced	as identification.
Notary Public, State of Florida	AMBER TAISHA CABRERA Notary Public - State of Florida Commission # HH 569643 My Comm. Expires Jul 11, 2028
Name of Notary Typed, Printed or Stamped	Bonded through National Notary Assn.

Cynthial Crowe Print Name	LANDLORD:
Mendy L Mowse I Print Name	CAMELOT OF FT. LAUDERDALE, LLC, a Florida limited liability company by Philip A. Buhler, its Managing Member, by Wade McK. Hampton, its agent and attorney-in-fact, by Special Power of Attorney dated March 8, 2023
	hyde Phyline
	Wade McK. Hampton
STATE OF FLORIDA COUNTY OF DUVAL	
Camelot of Ft. Lauderdale, LLC, a Florida li	physical presence or, 2025, by Phillip A. Buhler, Managing Member of imited liability company, by Wade McK. Hampton, its r of Attorney dated March 8, 2023, on behalf of same.
	Handy & Mpurey
	Notary Public, State and County aforesaid
	My commission expires wendy L. Mowrey MY COMMISSION # HH 597025  Commission No.:  WENDY L. MOWREY MY COMMISSION # HH 597025 EXPIRES: October 30, 2028
(La) Cha, (places shoot appropriate statem	OF ELSE
Hell She: (please check appropriate statem  is personally known to me	ent)
produced identification (specify type)	: