



DOCUMENT ROUTING FORM

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12

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

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 6/24/25 ☒ Agenda Item ☐ Non-AgendaCharter Ofc: CAO Router Name: Sonia Sierra Ext: 5598

Department: _____ Router Name: _____ Ext: _____

Commission Mtg. Date: 6/17/2025 CAM #: 25-0498 Item #: PH-1

Document Title:

CLOSING AFFIDAVIT

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: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials: [Signature]Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: 6/24/253) CITY CLERK OFFICE (CCO): Clerk Initials: Wny # of originals: 1Routed to Dept/Charter Ofc.: _____ Date: 06/24/254) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 6/25/25 CMO LOG #: JUN 96TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☐ C. Cooper ☐ L. Reece Date: _____

Comments/Questions _____

ACM/AcACM Initials: [Signature] 06.25.25 for continuous routing to Manager/Executive Director Rickelle Williams.CMO Log Out & Forward to CCO, Date: 6/26/25 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.: CAO *Name: Sonia Sierra Contact # 5598

*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 # 25-99 ☒ Yes ☐ No Original form route to CAO

PUBLIC HEARINGS

LS PH-1 [25-0498](#) Public Hearing - Resolution to Approve Termination of Existing Lease and Authorization of a New Lease Agreement between the City of Fort Lauderdale and the Young Men's Christian Association of South Florida, Inc. (YMCA) for a Portion of Holiday Park Along North Federal Highway, Pursuant to Section 8.13 of the City Charter; Delegate Authority to the Proper City Officials to Execute the Lease; Delegate Authority to the City Manager to Execute Certain Instruments - (Commission District 2)

25-99**ADOPTED**

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

PSJ PH-2 [25-0448](#) Public Hearing - Resolution Approving the Transfer of Funds Programmed for Parks Land Acquisition in the Amount of One Million Dollars (\$1,000,000) from Commission District 1 and One Million Dollars (\$1,000,000) from Commission District 2, for a Combined Total Funds Transfer Amount of Two Million Dollars (\$2,000,000) from the Parks and Recreation General Obligation Bonds Pursuant to City of Fort Lauderdale Resolution No. 18-261 and Resolution No. 20-08, to Assist with the Construction Costs of a Public Pool at the Young Men's Christian Association of South Florida, Inc. (YMCA) Facility Located at Holiday Park - (Commission Districts 1 and 2)

25-100**ADOPTED**

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

RESOLUTIONS

CLERK R-1 [25-0645](#) Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

ADOPTED

25-101 **Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis

RESOLUTION NO. 25-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE TERMINATION OF THE EXISTING LEASE AGREEMENT WITH YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. (YMCA); APPROVING A NEW LEASE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. (YMCA) FOR A PORTION OF HOLIDAY PARK ALONG NORTH FEDERAL HIGHWAY, PURSUANT TO SECTION 8.13 OF THE CITY CHARTER FOR A PERIOD NOT TO EXCEED FIFTY YEARS FOR AN ANNUAL RENT OF \$1.00 PER YEAR; REPEALING ANY AND ALL RESOLUTIONS IN CONFLICT HERewith; AUTHORIZING EXECUTION OF THE LEASE AGREEMENT AND ANY ALL OTHER DOCUMENTS INCIDENTAL OR NECESSARY THERETO BY THE PROPER CITY OFFICIALS; DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE CERTAIN DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 8.13 of the City Charter, the City Commission of the City of Fort Lauderdale, Florida, is authorized to lease real property to civic and charitable organizations for a maximum of fifty (50) years to be used by the lessee for purposes consistent with the public good; and

WHEREAS, pursuant to Resolution No. 25-78, the City Commission of the City of Fort Lauderdale declared its intent to terminate the existing lease agreement with the YMCA (the "Original Lease") and enter into a new lease agreement for a term of fifty (50) years with the YMCA for a portion of real property located in Holiday Park; and

WHEREAS, the YMCA will provide a public benefit by constructing a modern contemporary community facility, including a swimming pool and Wellness Center; and

WHEREAS, the City Commission finds that the proposed use is consistent with the public good and such use does not conflict with future or current use by the public of other portions of public land adjacent thereto; and

WHEREAS, the Notice of the Public Hearing to consider the Lease was published in the official newspaper of the City of Fort Lauderdale; and

WHEREAS, a copy of the proposed Lease has been posted on the City's public bulletin board and distributed to the City Commissioners at least three (3) days prior to public hearing scheduled for June 17, 2025; and

WHEREAS, the citizens and taxpayers have been given the opportunity to object to the execution, form or conditions of the proposed Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE; FLORIDA AS FOLLOWS:

SECTION 1. That the Recitals set forth are true and correct and incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida hereby authorizes the termination of the Original Lease dated November 16, 2016, between the City and YMCA upon execution of the amended and restated Lease Agreement.

SECTION 3. That the City Commission of the City of Fort Lauderdale, Florida, pursuant to City Charter Section 8.13, hereby approves the amended and restated Lease Agreement between the City and YMCA and finds that leasing a portion of Holiday Park, as legally described in Exhibit "A" attached hereto, along North Federal Highway to YMCA for construction and operation of a new facility, for a term not to exceed fifty (50) years for an annual rent of \$1.00 per year is consistent with the public good.

SECTION 4. That the City Commission hereby authorizes execution of the Lease, in substantially the form attached to Commission Agenda Memorandum #25-0498, by the proper City Officials, and any and all other documents or instruments necessary of incidental thereto, including documents to correct scrivener's errors, subject to final review and approval by the City Attorney's Office. The City Manager is delegated authority to execute documents or instruments necessary or incidental to consummation of this transaction, including correction of errors in the legal description of the leased premises.

SECTION 5. That any and all Resolutions in conflict herewith are hereby repealed.

SECTION 6. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this ____ day of _____, 2025.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Ben Sorensen _____



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

#25-0498

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

FROM: Rickelle Williams, City Manager

DATE: June 17, 2025

TITLE: Public Hearing – Resolution to Approve Termination of Existing Lease and Authorization of a New Lease Agreement between the City of Fort Lauderdale and the Young Men's Christian Association of South Florida, Inc (YMCA) for a Portion of Holiday Park Along North Federal Highway, Pursuant to Section 8.13 of the City Charter - **(Commission District 2)**

Recommendation

Staff recommends that the City Commission adopt a Resolution authorizing the termination of the existing lease agreement between the City of Fort Lauderdale and the YMCA, dated November 14, 2016, and approving a new fifty-year lease agreement with the YMCA for a portion of Holiday Park along North Federal Highway, pursuant to Section 8.13 of the City Charter.

Background

On May 6, 2025, the City Commission adopted a Resolution declaring its intent to (1) terminate the existing lease agreement with the YMCA and (2) enter into a new fifty (50) year lease agreement with the YMCA for a portion of City-owned property at Holiday Park. The Resolution also scheduled a public hearing, pursuant to Section 8.13 of the City Charter, to consider these actions.

The original lease between the City and YMCA, executed in 2016, authorized a fifty (50) year ground lease for the development of a community-serving recreational facility. However, due to delays related to the COVID-19 pandemic and other unforeseen circumstances, YMCA requested revised development milestones and sought to modernize the agreement terms. The existing lease did not permit subleasing for healthcare services, such as a free-standing emergency department.

To enable development of a new, modern facility that includes a YMCA wellness center and a free-standing emergency department operated by Broward Health, City staff, and YMCA negotiated:

- Termination of the 2016 lease agreement.

- A new amended and restated lease between the City and YMCA for a fifty (50) year term, allowing YMCA to construct and operate a new facility, including:
 - Recreation and wellness uses;
 - A new swimming pool;
 - Youth and teen activity centers;
 - A community gathering space;
 - Parking and support facilities;
 - Terms permitting subleasing for public benefit uses.

The new lease establishes one milestone, to complete construction within seven years, with the possibility of limited extensions due to force majeure. The YMCA will be solely responsible for funding, constructing, and maintaining the facility. Operations must be consistent with the public purpose required under Section 8.13 of the City Charter.

The proposed facility will enhance public access to recreational and wellness services, support youth programming, and promote broader community engagement. As part of the lease agreement, Fort Lauderdale residents will receive a 10% discount on all YMCA membership categories for the full term of the lease.

The 2025 membership rates for the planned Holiday Park YMCA are provided in the attached schedule and include the following monthly fees with the 10% resident discount applied:

- Household: \$94.50 (standard rate: \$105.00)
- Couple: \$78.30 (standard rate: \$87.00)
- Adult: \$58.50 (standard rate: \$65.00)
- Senior: \$49.50 (standard rate: \$55.00)
- Teen: \$45.00 (standard rate: \$50.00)

While these rates are based on 2025 pricing and may be adjusted when the facility opens in 2027, the 10% resident discount will remain in effect for the entire fifty-year lease term. This commitment ensures sustained affordability and access for City residents throughout the life of the agreement.

Resource Impact

There is no direct fiscal impact to the City. The YMCA will bear all costs for development, construction, and maintenance. The City will continue to own the underlying land.

Strategic Connections

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

- Internal Support Focus Area
- Goal 8: Building 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

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

Related CAM(s)

25-0448

25-0499

25-0500

25-0501

25-0502

Attachments

Exhibit 1 – YMCA Lease

Exhibit 2 – YMCA and Broward Health Sublease

Exhibit 3 – Lease Boundary

Exhibit 4 – Resolution

Prepared by: Angela Salmon, City Manager's Office

Charter Officer: Rickelle Williams, City Manager

CLOSING AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority personally appeared the undersigned, Rickelle Williams, as City Manager, of the **City of Fort Lauderdale**, a Florida municipal corporation ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. Affiant for the Lessor, **City of Fort Lauderdale**, a Florida municipal corporation, is authorized to execute this affidavit. The **City of Fort Lauderdale**, a Florida municipal corporation (as Lessor) has entered into a Lease with respect to the real property(s) described below with the Young Men's Christian Association of South Florida, Inc. ("YMCA"):

See legal description attached hereto as Exhibit "A" (the "Property")

2. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning the Property within the past ninety (90) days except for rezoning of the Property recently approved by Lessor at the request of Lessee. Without independent inquiry or investigations, Lessor knows of no violations of any municipal or county ordinances pertaining to the above-described Property and there are no unrecorded assessments for matters related to or claimed through Lessor.

3. There are no actions or proceedings now pending in any State or Federal Court to which the Lessor is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon the Property.

4. To the best of Affiant's knowledge without independent inquiry or investigation, Affiant is not aware of any improvements, alterations, or repairs to the above-described Property for which the costs thereof remain unpaid, and that to the best of Lessor's knowledge without independent inquiry or investigation, there are no mechanic's, materialmen's, or laborer's liens against the Property. Affiant makes no statements and assumes no liability for costs incurred or liens created by Lessee.

5. There are no matters pending against the Lessor that could give rise to a lien that would attach to the Property between the effective date of the title commitment and the recording of the interest to be insured. Lessor has not and will not execute any instruments that would adversely affect the interest to be insured.

6. Lessor has not entered into any contracts for the sale, disposition or leasing of the Property except for the lease in favor of the YMCA and approval of the sublease in favor of North Broward Hospital District and the Recognition Agreement in favor of North Broward Hospital District and except for interest of Florida Panthers and Performing Arts Center Authority in the Marquee sign on the Property. Lessor has

not granted any other party a right of first refusal or option to purchase the Property. Lessor makes no statement regarding the status of title prior to the Lessor acquiring title to the Property. Lessor makes no statement regarding the status of title during the YMCA possession of the Property under a lease dated November 14, 2016.

7. In its proprietary capacity as owner of the Property, Lessor has not created any easements or rights of way affecting all of any portion of the Property except for easements reflected on the title commitment No. 12173428 prepared by Chicago Title Insurance Company (the "Title Company") with an effective date of May 30, 2025 (the "Title Commitment"). This statement is not intended to cover easements required by Lessor in its regulatory capacity.

8. This Affidavit shall not be construed as providing any assurances as to actions taken by the YMCA during its time of possession and control of the Property. The YMCA has been in possession and control of the Property since 2016.

9. The Title Company and Lessee acknowledge that Lessor is not responsible for multiple Notice of Limitation of Use/ Site Dedications recorded on the Property. The cost of removing any and all Site Dedications shall be borne by Lessee.

10. This affidavit is given for the purpose of inducing the Title Company to insure title to the Property, with the knowledge that said Title Company is relying upon the statements set forth herein and this Affidavit may be recorded in the Public Records of Broward County, Florida, if required by the Title Company in connection with insuring title to the Property. Affiant states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

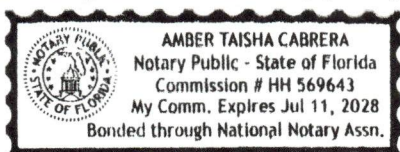
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true to the best of my knowledge.

City of Fort Lauderdale, a Florida municipal corporation

By: Rickelle Williams
Rickelle Williams, City Manager

State of Florida)
County of Broward)

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 26 day of June, 2025 by **Rickelle Williams**, as the City Manager of **City of Fort Lauderdale**, a Florida municipal corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ has produced a driver's license as identification.



[Signature]
Notary Public, State of Florida
(Signature of Notary taking Oath)

SEAL

Name of Notary Typed, Printed or
Stamped

My commission expires: _____

Commission Number _____

EXHIBIT "A"
LEGAL DESCRIPTION

Lessee's interest in that certain Lease by and between City of Fort Lauderdale, a Florida municipal corporation (Lessor) and Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation ("Lessee"), dated _____, recorded _____, Clerk's File Number _____, of the Public Records of Broward County, Florida, demising the following described Land:

A parcel of land being the West 7.50 feet of Lots 7 through 15, Block 251, all of Lots 33 through 48, Block 251, all of Lots 5 through 21, Block 252, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, and the West 18.00 feet of Lots 17 through 21, and all of Lots 28 through 32, REPLAT OF A PORTION OF BLOCK 251 PROGRESSO, according to the Plat thereof, as recorded in Plat Book 47, Page 30, of the Public Records of Broward County, Florida, and being a portion of HOLIDAY PARK, according to the Plat thereof, as recorded in Plat Book 24, Page 14 of the Public Records of Broward County, Florida, and a portion of vacated N.E. 6th Terrace, said parcel being more particularly described as follows:

BEGIN at the Northwest Corner of said Block 251;

THENCE N 90°00'00" E along the North line of said Block 251, a distance of 135.00 feet to the Northeast corner of Lot 48, Block 251;

THENCE S 00°00'00" E along the East line of Lots 43 through 48 of said Block 251, a distance of 150.00 feet to the Northwest corner of Lot 7 of said Block 251, PROGRESSO;

THENCE N 90°00'00" E along the North line of said Lot 7, Block 251, a distance of 7.50 feet to the West line of Tract "A", "THEATER CENTER", according to the Plat thereof, as recorded in Plat Book 63, Page 5, of the Public Records of Broward County, Florida;

THENCE S 00°00'00" E along the West line of Tract "A", a distance of 225.00 feet;

THENCE S 90°00'00" W continuing along the said West line of Tract "A", a distance of 7.50 feet;

THENCE S 00°00'00" E continuing along the said West line of Tract "A", a distance of 25.00 feet;

THENCE N 90°00'00" E continuing along the said West line of Tract "A", a distance of 18.00 feet;

THENCE S 00°00'00" E continuing along the said West line of Tract "A" and the Southerly extension thereof, a distance of 170.00 feet to a line being 45.00 feet South of and parallel with the South line of the said REPLAT OF A PORTION OF BLOCK 251 PROGRESSO;

THENCE S 90°00'00" W along the said parallel line a distance of 293.90 feet to the East right-of-way line of Federal Highway (S.R. No. 5);

THENCE N 00°06'00" W along the East right-of-way line of Federal Highway, a distance of 470.00 feet to the North line of Lot 5, Block 252;

THENCE N 90°00'00" E along the said North line of Lot 5, Block 252 and the Easterly extension thereof, a distance of 141.72 feet to the West line of said Block 251;

THENCE N 00°00'00" W along the said West line of Block 251, a distance of 100.00 feet to the POINT OF BEGINNING.

Said land situate within the City of Fort Lauderdale, Broward County, Florida.