

**RMH****M-5**     [23-1139](#)

Motion Approving Negotiated Fee Schedule and Agreement for Construction Engineering and Inspection (CEI) Services related to the George T. Lohmeyer Wastewater Treatment Plant (GTL) Redundant Effluent Force Main Project - Michael Baker International, Inc. - \$1,749,400 - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

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

**RMH****M-6**     [23-1147](#)

Motion Approving Change Order No. 3 for the Prospect Lake Clean Water Center - Prospect Lake Water L.P. - \$4,062,755 - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

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

**LS****M-7**     [23-1178](#)

Motion Approving the Lease Agreement between Oakland Park Bays LLC and the City of Fort Lauderdale, in Substantially the Form Provided - \$1,815,656 (61-Month Rent) - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

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

**PGB****M-8**     [23-1202](#)

Motion Approving a Consent to Assignment of Capital Funds Payments Pursuant to Interlocal Agreement - Allowing the DDA to Utilize the Huizenga Park Interlocal Grant Agreement with the City as Collateral for a Loan - (Commission District 4)

**APPROVED**

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

## RESOLUTIONS

**CLERK****R-1**     [23-1196](#)

Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

**ADOPTED AS AMENDED**

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



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

**#23-1178**

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

**FROM:** Greg Chavarria, City Manager

**DATE:** December 19, 2023

**TITLE:** Motion Approving the Lease Agreement between Oakland Park Bays LLC and the City of Fort Lauderdale, in Substantially the Form Provided - \$1,813,663 (61-Month Rent) - **(Commission District 1, 2, 3, and 4)**

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**Recommendation:**

Staff recommends the City Commission approve a lease agreement with Oakland Park Bays LLC ("Lessor"). This lease agreement pertains to a warehouse space intended for fire logistics and fire vehicle storage, totaling 15,772 square feet, located at 4120 NW 10th Avenue, Units B and C, Oakland Park, Florida 33309 ("Premises").

**Background:**

The City of Fort Lauderdale's fire logistics and fleet operations are among the most substantial within the City. The primary responsibility of the fire logistics team is to ensure that fire rescue units are adequately equipped with the necessary vehicles and equipment to serve the community effectively. This team functions as the central hub for supply chain management and procurement for the fire rescue department.

At present, the fire logistics and fleet services operate out of a facility located at 1300 W Broward Boulevard, Fort Lauderdale, Florida 33312. This site offers approximately 4,000 square feet of operational space but lacks indoor storage for fleet apparatus, a critical requirement for accreditation by the Commission on Fire Accreditation International.

The proposed new location will act as a combined logistics and fleet service center, accommodating approximately seven fire personnel. It will also provide a centralized hub to meet the City's increasing demands for fire logistical and fleet services.

The proposed lease agreement, which is subject to City Commission approval, includes the following key terms (detailed in Exhibit 2):

- Lease Term: A duration of sixty-one (61) months.
- Lease Rate: The annual rate is \$253,009 (\$17.50 per square foot), with an annual

increase of four percent (4%). This rate includes a one-month rent abatement.

- Operating Expenses: Set at \$63,088 annually (\$4.00 per square foot), with controllable operating expenses capped at a four percent (4%) increase per calendar year.
- Space Size: The leased space covers a total of 15,772 square feet.
- Renewal Option: The lease includes an option for a five-year renewal.
- Landlord's Responsibilities: Prior to the commencement of rent, the Lessor will undertake specific improvements including the installation of an HVAC system, two 12x14 overhead doors, impact windows, and the removal of the header above the ramp.

In light of the increased service demands following the April flash flood, securing this space is imperative for enhancing our fire rescue response capabilities. This new facility will significantly contribute to meeting the community's growing needs and ensuring the continued efficiency of our fire and rescue operations.

#### **Resource Impact**

The lease commencement on January 1, 2024, will result in a fiscal impact of \$231,322 for FY 2024 in the account listed below.

<b><i>Funds available as of November 13, 2023</i></b>					
<b>ACCOUNT NUMBER</b>	<b>COST CENTER NAME</b>	<b>CHARACTER CODE/ ACCOUNT NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE (Character)</b>	<b>AMOUNT</b>
10-001- 4012-522- 30-3316	Fire Logistics	Services/ Materials/ Building Leases	\$341,550	\$312,804	\$231,322
<b>TOTAL AMOUNT →</b>					<b>\$231,322</b>

#### **Strategic Connections**

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The 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.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are United.

**Attachments**

Exhibit 1 – Location Map

Exhibit 2 – Proposed Lease Agreement

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Prepared by: Angela Salmon, Assistant to the City Manager, City Manager's Office

Charter Officer: Greg Chavarria, City Manager

OAKLAND PARK BAYS LLC

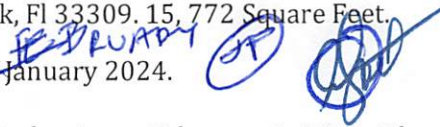
280 NE 2<sup>ND</sup> AVENUE DELRAY BEACH, FL 33444 | PH: (561) 357-0121

**OFFICE/WAREHOUSE LEASE AGREEMENT**

THIS LEASE made and entered into this 20 day of December 2023, by and between Oakland Park Bays LLC, hereinafter referred to as the "LANDLORD", located at 280 NE 2<sup>nd</sup> Avenue Delray Beach, FL 33444, and City of Fort Lauderdale, a Florida municipal corporation whose address is **Fort Lauderdale Fire Logistics, 528 NW 2nd Street, Fort Lauderdale FL 33301** hereafter referred to as the "TENANT".

**PREMISES:** The LANDLORD hereby agrees to Lease to the TENANT and the TENANT agrees to Lease from the LANDLORD, under the terms and conditions set forth on all eighteen (18) pages of this Lease agreement, hereinafter referred to as the "LEASED PREMISES",

**LEASED PREMISES:** 4120 NW 10<sup>th</sup> Ave. Units B & C Oakland Park, FL 33309. 15,772 Square Feet.

**TERM:** The Term of this Lease shall commence on the 1st day of January 2024. 

**RENTAL:** This Lease is for a term of **(61) Months** estimated to begin on February 1, 2024. The Tenant shall pay to the Landlord, as rental for the Leased Premises, the sum of **Twenty-Eight Thousand Two Hundred and Fifty-Eight Dollars and 17/100 (\$28,258.17)** per month which includes base rent and CAM, plus Florida State Sales Tax and other charges delineated in this Lease. Thereafter, the rent shall increase per the schedule attached hereto. All charges due in pursuance of this Lease (rent, sales tax & other charges, if any, except those exempted by the City as a Florida municipal corporation) shall be due and payable in lump sum on the first (1st) day of every month in advance without demand under the term of this Lease. All checks shall be made payable to **Oakland Park Bays, LLC** and are sent to Landlord at **280 NE 2<sup>nd</sup> Avenue Delray Beach, FL 33444** (Unit number(s) should be noted on check to insure proper credit.) Landlord acknowledges Tenant is exempt from the payment of sales tax.

All of Tenant's monetary obligations set forth in this Lease are subject to and conditioned on the annual budget appropriation therefor by Tenant's governing body, to wit, the City Commission of the City of Fort Lauderdale, Florida; it being understood and agreed that, in the event the City Commission of the City of Fort Lauderdale, Florida does not appropriate the funds necessary to satisfy the monetary obligations of Tenant for any fiscal year, then Tenant shall have the right to terminate this Lease upon ninety(90) days written notice to Landlord. If Tenant elects to terminate the Lease, Tenant shall reimburse Landlord for and unamortized leasing commissions and unamortized fit out costs incurred by Landlord in connection with this Lease.

RECEIPT IS HEREBY ACKNOWLEDGED IN THE SUM OF **\$ 28,258.17** WHICH REPRESENTS:

**Base Rent: \$17.50 PSF with 4% annual increases**

**Base Operating Expenses: \$4.00 PSF. Controllable expenses shall not increase by more than 4% year over year.**

**First Month's Rent: February 2024 Base Rent: \$23,000.83  
February 2024 CAM: \$5,257.33**

**February 2024 Sales Tax: \$0.00**

**Application Fee: \$ 0.00**

**Security Deposit: \$ 0.00**

**Total: \$28,258.17**

**Lease Expires: November 30, 2028**

**PERFORMANCE DEPOSIT:** The Security Deposit posted by the Tenant shall not be used as prepaid rent, shall not bear interest, and shall be returned to the Tenant by mail upon termination of this Lease within 30 days, provided all provisions of this Lease have been properly performed by the Tenant and there are no damages to the Leased Premises. In the event of damage, Landlord may apply the Security Deposit and Tenant shall be required to immediately replenish same if the Lease has not yet been terminated. Further in the event of a default under this Lease, notwithstanding anything contained herein to the contrary, Landlord may apply the Security Deposit to any amounts owing hereunder by Tenant. In the event of such application, Tenant shall replenish the Security Deposit within three (3) days of written demand from Landlord in order to bring the Security Deposit back to the original amount held by Landlord. Tenant shall be responsible for reimbursing the Landlord for any repair or restoration work approved by the Tenant. Labor charges incurred by the Landlord for such approved work shall be billed back to the Tenant at the rate specified in the invoice for the work, which shall be based on the actual labor hours expended, in addition to materials and equipment rental charges. The hourly labor rate is subject to change only upon mutual agreement between Tenant and Landlord. Any tenants' improvements made by Landlord on Tenant's behalf shall be defined in scope and cost prior to commencement of work and shall be approved by Tenant in writing signed by Landlord and Tenant. Otherwise, the Tenant shall not be liable for work that has not been approved by the Tenant. All work shall be of good quality and workmanship before the Tenant accepts such work.

NOTE: ADDITIONAL TERMS AND CONDITIONS OF THIS LEASE APPEAR ON THE FOLLOWING EIGHT (8) PAGES. BOTH LANDLORD AND TENANT HEREBY ACKNOWLEDGE BY THEIR SIGNATURES BELOW THAT THEY HAVE READ, UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS EXPRESSED ON ALL NINE (9) PAGES OF THIS LEASE.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seals on the day and year above written.

1. **USE OF LEASED PREMISES:** Tenant shall use the Leased Premises exclusively for the storage of specialty emergency vehicles and the management of supplies and equipment dedicated to fire logistics and emergency response activities during the term of this Lease. Tenant shall adhere to all applicable statutes, ordinances, rules, orders, regulations, and requirements imposed by federal, state, county, or city government departments or agencies with jurisdiction over the Leased Premises. The Tenant shall not engage in any activities or uses that are inconsistent with the aforementioned purpose or that may jeopardize the safety and security of the premises.
2. **INSPECTION BY LANDLORD:** The Landlord shall have the right to enter and inspect the Leased Premises with a 48-hour notice.
3. **CONDITION OF PREMISES AND DISCLAIMER OF WARRANTIES:** The Tenant recognizes that upon moving in, they are accepting the Leased Premises, and this acceptance is contingent upon the terms specified in Exhibit A. Both the Landlord and Tenant have mutually approved a build-out plan for the premises. The Landlord shall undertake the construction and improvements specified in Exhibit A within a reasonable timeframe as outlined therein, following the execution of this Lease Agreement. Tenant's acceptance of the Leased Premises is contingent upon the



Landlord's completion of the agreed-upon build-out work which will be completed in a good and workmanlike manner.

**4. MUTUAL COVENANTS:**

- a. It is expressly understood and agreed upon by and between the parties that the Landlord shall not be liable for and subject to the limitations of F.S. 768.28, shall thereby be held harmless from any damages or injury, from any cause whatsoever, to said person or property, suffered by the Tenant, Tenant's employees, guests or invitees, or others; nor shall Landlord be liable for any damages or injury of any type of nature resulting from water, termites (or other insects), fire, theft, mold, mildew or Acts of God which may be sustained by Tenant or other persons, unless such damages or injuries are directly caused by the negligence of the Landlord; nor shall Landlord be liable for any damages or injury resulting from carelessness, negligence, or improper conduct on the part of any other tenant or agent or employee of the Landlord, or by reason of breakage, leakage or obstruction of the water and sewer pipes, or other water leakage of whatever nature in or about the Leased Premises.
- b. All property stored in the Leased Premises shall be at risk of the Tenant and the Tenant shall be responsible for securing his/her own insurance and the cost of same to cover any personal injury or damage to property and to cover those incidences set forth in Paragraph 7 a. above.

Tenant shall keep the doors closed and locked at all times except when Tenant is present and therefore Landlord shall have no liability or responsibility in the event of theft or vandalism of the Tenant's property. Tenant shall not allow any equipment, materials, inventory, or any property of any kind whatsoever to remain outside the Leased Premises, either temporarily or for storage purposes. It is expressly understood that Landlord shall maintain and keep fire and extended coverage insurance in effect covering the building of which the Leased Premises is a part, and this insurance will cover only the structure and will not offer any protection to the Tenant or Tenant's employees, guests or invitees, or others for personal injury or personal property destroyed by fire or any other causes.

- c. Tenant and Landlord agree that each party shall bear their own costs and expenses of litigation, including attorney's fees, incurred in connection with the enforcement of the terms set forth in this Lease, and neither party shall seek reimbursement of such costs and expenses from the other party.
- d. Tenant agrees to comply with the reasonable rules and regulations (exhibit B) governing the entire premises owned by Landlord as well as the storage area as from time to time are promulgated by Landlord. Tenant agrees to take all steps necessary to ensure that all activities within the Leased Premises shall not interfere with the quiet enjoyment of the remainder of the premises and/or storage and office area by the Landlord and/or other tenants.
- e. Tenant, or any successor (approved by Landlord in writing), shall not assign this Lease or any part thereof of the Leased Premises without the written consent of the Landlord.
- f. Tenant shall not erect any signs or other appurtenances on the exterior of the Leased Premises or make any modifications to the Leased Premises either on the exterior or interior without the express written consent of the Landlord. Any improvements to the Leased Premises shall be removed at the end of the term of this Lease.

- g. Tenant agrees to keep the Leased Premises in a good state of repair during the term of this Lease and return the Leased Premises to Landlord at the expiration of the Lease in the same condition as the Leased Premises are at the beginning of the term, ordinary wear and tear excepted. The tenant shall be responsible for all necessary cleanups and repair expenses. Landlord may deduct such expenses from the Performance/Security Deposit held by Landlord.

The costs for the repair of any damage done to common elements (such as, but not limited to, corridors and bathrooms) shall be borne equally by the tenants having access to such common elements except in the event that Tenant or its invitees, guests or licensees cause such damage, then Tenant shall solely be liable for the cost of repair.

- i. The City maintains a Risk Management Program in accordance with § 768.28, Florida Statutes. The program includes coverage for commercial general liability, workers' compensation, and employer's liability exposures. Accordingly, claims made against the City are administered through the Risk Management Division as provided for by § 768.28, Florida Statutes. As proof of this program, the City will provide a letter of self-insurance within two (2) days of execution of this Lease and every year thereafter.
  - j. Smoking is not allowed in the Leased Premises at any time. If Tenant or Tenant's employees wish to smoke, it must be done outside of the building and ashtrays must be provided for them and must be kept clean.
  - k. . No permit shall be pulled without Landlord's consent regardless of city/county requirements, which shall not be unreasonably denied. All permits must be closed out and all fees paid in full- any charges shall be billed back to the Tenant and are due and payable under this lease. It is the responsibility of each tenant to enhance the security of the Leased Premises as needed. Tenants are required to follow best practices for their industry. Enhanced security includes, but is not limited to, security cameras, locks, and security guards.
  - l. Water consumption shall be limited to basic restroom and hand washing usage. If needed, Landlord can add a water sub-meter, at Landlords sole cost, if Tenant's water consumption is excessive and beyond basic use.
  - m. Tenant acknowledges that cameras are for Landlord use only and are not intended for Tenant's protection, use or advantage.
5. **LANDLORD'S REMEDIES:** The parties acknowledge and agree that in the event any installment of rent or other charges remain unpaid after the period allowed for payment of rent under Florida's Prompt Payment Act (F.S. 218.70), or in the event the Tenant violates any terms or provisions of this Lease, Landlord or its agent acting on its behalf, may commence the following action for all charges which are due:
- a. If a check is unpaid by your bank, for any reason, there will be a returned check fee in the amount of fifty dollars (\$50.00) or five percent (5%) of the check, whichever amount is greater. If a check is returned unpaid, all future payments must be by cash, cashier's check or money order.
  - b. If rent is not received in accordance with Florida's Prompt Payment Act, there will be a Late Fee of one hundred dollars (\$100.00) per space or ten percent (10%) of the monthly rent, whichever is greater. If rent has not been paid in accordance with Florida's Prompt Payment



Act, the Late Fee will be an additional ten dollars (\$10.00) per day, retroactive to the first day of the month. If a check is returned it will not be re-deposited.

- c. If the Tenant is served a 3-Day Notice for failure to pay rent, there will be a charge of two hundred fifty dollars (\$250.00) to cover administrative costs.
- d. All costs defined above shall be considered additional rent and will be due and payable as such.
- e. Notwithstanding the foregoing, Tenant's obligation to pay interest, late charges and other fees and the timeliness of said payments shall comply with and are limited by the provisions of Florida's Prompt Payment Act.

Property of a municipality is exempt for liens, attachment or foreclosure. In addition, Landlord waives its rights to a Landlord Lien under Florida Statutes.

- 6. **DEFAULT:** If Tenant fails to keep any of Tenant's agreements or obligations contained in this Lease or obligations imposed on Tenant in accordance with Florida's Prompt Payment Act, Landlord shall be governed by the provisions of Chapter 83, Florida Statutes except that the amount of time in which Tenant has to make payments or cure for material breaches is governed by Florida's Prompt Payment Act. days. All non-monetary notices may be delivered via email. Service to Tenant shall be assumed when sending via email to any email address provided to Landlord for communication purposes. Tenant is aware this Lease may contain yearly rental increases, not to exceed 4% from year to year, and Tenant shall remain responsible to pay the increases on or before the due date. Tenant shall notify its bank, accounting agents, and any third-party payment system provider (including, but not limited to "Paylease") of such increases. Landlord may, at its discretion, enter the increases into the third party (Paylease) system on behalf of the Tenant for effective timely payment. Late payments on any annual increase shall be subject to an additional \$25 late fee. All rent is due on the FIRST of the month. The Tenant is solely responsible for paying rent on time. Payments can be made via deposit, paylease.com, mailed, or submitted in our drop boxes. If you are using Paylease please note- this is a third-party provider and Landlord does not control this system. Our office will provide you with a code to access the system and assist with the initial set up; if you require further assistance there is a \$20.00 fee each time.
- 7. **EXPIRATION OR TERMINATION OF LEASE:** Upon the expiration or any other termination of this Lease, Tenant shall immediately vacate the Leased Premises and surrender to Landlord the Leased Premises in good order and condition AND IMMEDIATELY return to Landlord all keys to the Leased Premises. All, installations, additions and improvements required to be removed by Tenant which remain at the Leased Premises after Tenant vacates the Leased Premises, shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed and disposed of by Landlord at Tenant's expense. However, Tenant's obligation to observe or perform Tenant's covenants under this Lease shall survive the expiration or any other termination of the term of this Lease but shall expire upon expiration of the statute of limitations for the cause of action. In the event Tenant fails to vacate the Leased Premises at the expiration of the lease, Tenant shall be considered a holdover tenant and Tenant acknowledges that Landlord has the right to immediately file for an eviction and Tenant further acknowledges that Tenant shall be liable to Landlord for double the rent for the period of time that Tenant remains in possession of the Leased Premises after the expiration of this lease.

8. **NOTICES:** Any notices permitted or required to be given by the terms of this Lease shall be effective upon mailing and shall be deemed sufficient if mailed by United States Mail with proper postage and address affixed thereto to the parties at their address shown on this Lease. Alternatively, notices may be served by overnight mail or electronic mail (with proof of delivery).
9. **WAIVER:** The failure of either party to enforce any covenant or other provision of this Lease shall not constitute a waiver of the right to do so thereafter nor shall the same rise to any cause of action or defense on the part of the Tenant.
10. **MODIFICATION:** No modification of this Lease will be effective to vary any of the terms or provisions thereof unless the modification is in writing and signed by both parties. A copy of the modification will be given to both parties.
11. **DUMPSTERS:** Dumping of offsite garbage or debris is strictly prohibited. Dumping of appliances, vehicle parts, construction materials, etc. is strictly prohibited. Violators of this policy will be charged for removal of their garbage and any such charges shall be immediately paid by Tenant to Landlord. Violation of this provision may also result in Tenant being prosecuted to the full extent of the law. Waste removal is included in CAM.
12. **FIRE EXTINGUISHERS:** Each unit and office in the Leased Premises is required to have and maintain their own 2A10BC fire extinguisher. Tenant is responsible for purchasing and placement of such extinguishers in the Leased Premises
13. **PARKING:** Tenant shall have the right to fence in parking with a gate as shown on Exhibit C. Tenant will be allowed to park vehicles in fenced-in area overnight.
14. **SMOKING:** At no time is Smoking allowed inside any building on the premises or Leased Premises. Should Tenant desire to smoke, all smoking must be conducted outside the Leased Premises and shall not interfere with the quiet enjoyment of other tenants and such smoking shall not be in or near another tenants' space. The area outside of Tenant's Leased Premises must be cleaned up of all smoking-related trash by the Tenant. Failure to clean up, will result in Tenant being charged for said clean up.
15. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease, sublet the entire Premises, or otherwise transfer any interest in this Lease, without the prior written consent of the Landlord, which consent will not be unreasonably withheld.
16. **PROPERTY TO BE STORED:** Tenant hereby represents and warrants to the Landlord that all property placed in the Leased Premises during the term of the Lease shall be the sole property of the Tenant. No petroleum products, explosives, firearms, volatile or flammable chemicals or any other property which would materially increase the hazard or fire insurance of Landlord, or which is not permitted by local ordinance, local rule or zoning, shall be stored in the Leased Premises.
17. **REPAIRS:** Tenant shall be deemed to have accepted the Leased Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair including, without limitation, the maintenance, replacement and repair of any doors, windows, glazing, plumbing, electrical wiring and conduits, and heating and air conditioning system, with the exception of pre-existing cracks or new cracks in the cement floor of the Leased Premises. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to the Landlord in clean, good condition; ordinary wear and tear excepted. Any damage to adjacent

premises caused by the Tenant or Tenant's use of the Leased Premises shall be repaired at the sole cost and expense of the Tenant. If Tenant fails to pay such repair costs, Landlord may advance such costs on Tenant's behalf. However, prior to advancing any such costs, Landlord shall provide Tenant with a detailed written estimate of the anticipated repair expenses. The Tenant shall have the right to review and contest the estimate within [insert number of days] days of receiving it. In the event Tenant contests the estimate, Landlord and Tenant shall mutually agree on the repair costs or seek a third-party assessment if an agreement cannot be reached. Only after the repair costs have been agreed upon or determined by a third party shall such sums be considered additional rent payable hereunder.

20. **ELECTRICITY:** Electricity is supplied to the Leased Premises for general lighting and/or normal office use only, and Tenant is responsible for all costs associated with electricity. If Tenant uses other devices such as refrigeration units, compressors, etc., Tenant must advise Landlord in writing of equipment to be used, nameplate rating of running load amperage and voltage. Landlord shall provide 220V outlets for washer/dryer and a waterline to the washer.
21. **INTENTIONALLY DELETED.**
22. **RADON GAS:** This building has NOT been tested for radon gas. Florida Statute 404.056(8) requires that the following statement be part of this Lease: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
23. **DUMPSTER:** Tenant agrees that it will use the dumpsters solely for the disposal of normal office trash, i.e., papers, lunch bags, etc., and at no time will cardboard containers or construction debris be placed in the dumpsters for removal. Tenant is aware that the dumpster areas are monitored by video surveillance, and any violation of this provision by Tenant or Tenant's employees could subject to Tenant fines of \$250.00 per occurrence.
24. **WEAPONS/EXPLOSIVES/DRUGS:** Landlord acknowledges that fire logistics will be storing a diverse range of medical supplies and equipment as an integral part of its operations as a fire warehouse logistics hub. Tenant understands and agrees that if the Landlord at any time believes there may be a weapon, explosive device, illegal substance or illegal drug including but not limited to alcoholic beverage in the Leased Premises, the Landlord may search the Leased Premises, with a representative from Fire Rescue in attendance, and confiscate any of the above items that are found, and dispose of them as appropriate, including delivery of any items to law enforcement authorities. If such items are found by Landlord, same shall be considered a breach of this Lease and Landlord may pursue any and all remedies hereunder.
25. **TENANT REIMBURSEMENTS AS ADDITIONAL RENT:** So that the Base Rental payable throughout the term of this Lease shall be net to Landlord, Tenant shall pay its pro rata share of the expenses set forth below. Tenant's pro rata share ("Tenant's Share") shall be determined by multiplying the actual expenses (as respectively set forth below) incurred by Landlord by a fraction, the numerator of which shall be the gross square footage of the Premises, and the denominator of which shall be the gross square footage of space in the Building which is leased and occupied. The Tenant's proportionate share of square footage is 34.21%

Operating Expenses shall include, without limitation, the following as applied to the Building, the land or any part thereof: Real Estate Taxes, Insurance, Personnel Costs, Utilities, Repairs and Replacements, Parking Lot Maintenance, Common Area Cleaning, Replacement Reserves,

Landscaping, Common Area Lighting, any and all other miscellaneous costs and expenses customarily treated as operating expenses in buildings of this nature.

Tenant shall pay, as additional Rental hereunder, Tenant's Share of Landlord's actual (or Adjusted, as herein after described) annual "Operating Expenses" (hereinafter defined) incurred during the term hereof. Tenant shall pay 1 /12th of such estimated amount, together with Tenant's Payment of Base Rental. If, however, during any relevant period, , and/or (ii) the tenant or occupant of any space in the Building undertook to perform any work or service or utility therein in lieu of having Landlord perform or furnish the same and the cost thereof would otherwise have been included in the Operating Expenses, then, in any such event(s), the actual Operating Expenses for such period shall be adjusted ("Adjusted Operating Expenses") to reflect the Operating Expenses that would have been incurred if such space had been occupied or if Landlord had performed such work or services or furnished such utility, as the case may be, to such tenant or occupant, and Tenant shall pay Tenant's Share of such Adjusted Operating Expenses. As of the execution date hereof, the estimated Operating Expenses are \$4.00 per square foot or \$ 63,088.00 per year for 2023. Controllable Expenses shall not increase by more than 4% year over year.

Landlord shall submit to Tenant, after the end of each calendar year during the term hereof a bill for Tenant's Share of actual Operating Expenses for the prior calendar year (prorated for any partial calendar year during the term hereof). If the estimated amounts paid by Tenant for such year exceed Tenant's Share of actual Operating Expenses, such excess shall be credited against the monthly installments of estimated Operating Expenses next coming due. In the event that Tenant's Share of actual Operating Expenses exceeds the estimated amount paid for the prior year, Tenant shall pay to Landlord such excess within ten (10) days following receipt of notice from Landlord reflecting the amount due: The foregoing obligation of Tenant shall survive the Expiration Date or earlier termination hereof.

Statements provided for herein shall be prepared by Landlord and shall be deemed conclusive, subject to audit by Tenant, as to Operating Expenses. At its option from time to time, Landlord's accounting may be on a cash or an accrual basis. Tenant recognizes that the Landlord's estimated operating expense computation for any calendar year may be rendered at the end of the previous calendar year or at the beginning of such calendar year.

The Tenant shall have the right to audit the books, records, and accounts of Landlord that are related to the obligations of Tenant to pay its Percentage Share under this Lease. Landlord shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to payment of Tenant's Percentage Share. All books, records, and accounts of Landlord shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Landlord shall make same available at no cost to Tenant in written form. Landlord shall preserve and make available, at reasonable times for examination and audit by Tenant in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents related to payment of Tenant's Percentage Share for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Lease. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Tenant to be applicable, Landlord shall comply with all

requirements thereof; however, Landlord shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Tenant disallowance and recovery of any payment upon such entry. The Landlord shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to payment of Tenant's Percentage Share.

**26. RENT SCHEDULE:**

**Month 1: Abated**

**Months 2-13: Base Rent: \$23,000.83 + CAM \$ 5,257.33 + Sales Tax (\$0.00) = \$ 28,258.16 (Monthly Rate)**

**Months 14-25: Base rent: \$23,920.87 + CAM \$ 5,257.33 + Sales Tax (\$0.00) = \$29,178.20 (Monthly Rate)**

**Months 26-37: Base Rent \$24,877.70 + CAM \$5,257.33 + Sales Tax (\$0.00) = \$30,135.03 (Monthly Rate)**

**Months 38-49: Base Rent \$25,872.81 + CAM \$5,257.33 + Sales Tax (\$0.00) = \$31,130.14 (Monthly Rate)**

**Months 50-61: Base Rent \$26,907.72 + CAM \$5,257.33 + Sales Tax (\$0.00) = \$32,165.05 (Monthly Rate)**

**27. SPECIAL CLAUSES:** Tenant shall have One (1) Five (5) Year renewal option at the then fair market value. Tenant shall notify Landlord of its intent to renew no less than Ninety (90) days prior to lease expiration. Landlord and Tenant shall have Thirty (30) days from Tenant's notice to renew to mutually agree upon the lease rate for the renewal period. In the event Tenant is not able to obtain the necessary funding, after Tenant has used good faith and commercially reasonable efforts to retain said funding, Tenant shall have the right to terminate the Lease, annually by providing Landlord with 90 days prior written notice. If Tenant elects to terminate the Lease, Tenant shall reimburse Landlord for and unamortized leasing commissions and unamortized fit out costs incurred by Landlord in connection with this Lease.

Tenant acknowledges that the electric service to the Leased Premises is currently shared with adjacent bays and is in the process of being sub-metered at the cost of the Landlord. Tenant shall pay their pro rata amount of electric consumption based upon park occupancy until submetering has been completed by December 31, 2023. At that time, tenant shall have electricity placed under their own account and be responsible for their electric consumption.

Landlord to perform the following work prior to Tenant's rent commencement at Landlord's sole cost and expense.

- Fit out space in accordance with sketch shown in Exhibit A.
- Install HVAC system to condition all of Warehouse 5B, including offices, common areas, and bathroom.
- Install Two (2) 12x14 overhead doors at the entrance to Warehouse 6.



- Ensure all lighting and roll-up doors are in good working order.
- Ensure leased premises are in clean, broom-swept condition.
- Make sure 2 windows in premise are Impact windows
- Fill in fans in walls with concrete
- Fill in holes in ceiling
- Removing header above ramp
- Remove and "wings" from poles throughout

Landlord has provided the beneficial interest disclosures as required pursuant to Section 286.23, Florida Statutes, substantially in the form attached hereto as Exhibit B.

**28. PUBLIC ENTITY CRIME.** As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Commencement Date. This notice is required by Section 287.133(3)(a), Florida Statutes.

**29. SOVEREIGN IMMUNITY.** Nothing herein shall be deemed a waiver of the Tenant sovereign immunity pursuant to Section 768.28, Florida Statutes, as amended from time to time.

**30. SCRUTINIZED COMPANIES.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," Landlord certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes, as may be amended or revised. The Tenant may terminate this Agreement at the Tenant's option if the Landlord is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revise.

**31. FLORIDA FOREIGN ENTITIES ACT.** Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. Landlord represents that neither it nor, to the best of Landlord's knowledge, after due inquiry, any of Landlord's principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. Landlord further represents and warrants that it, to the best of Landlord's knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives

are and have been in compliance, and will comply strictly throughout the performance of this Lease with the Florida Foreign Entities Act, and Landlord has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and warranties contained herein. Landlord shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. Landlord shall notify Tenant immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this Section. Tenant shall have the right to unilaterally terminate this Lease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this Section. Landlord acknowledges that Tenant will rely upon the foregoing representations and warranties to establish Landlord's compliance with the Florida Foreign Entities Act.




BOTH LANDLORD AND TENANT HEREBY ACKNOWLEDGE BY THEIR SIGNATURES BELOW THAT THEY HAVE READ, UNDERSTOOD, AND ACCEPT ALL THE TERMS AND CONDITIONS EXPRESSED ABOVE.

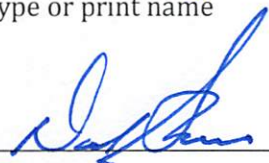
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

**Oakland Park Bays LLC**, a Florida Limited Liability Company

  
\_\_\_\_\_  
Dennis Borges  
Type or print name

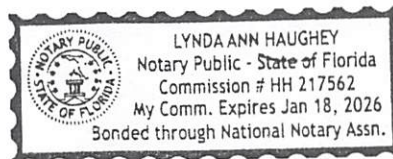
By   
\_\_\_\_\_  
Jeffrey S. Pechter, Title Manager

  
\_\_\_\_\_  
David Skinner  
Type or print name

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of DEC, 2023, by Jeffrey S. Pechter as Title Manager of the Oakland Park Bays LLC, a Florida Limited Liability Company.

  
\_\_\_\_\_  
Notary Public signature




Name Typed, Printed or Stamped


Personally Known X OR Produced Identification \_\_\_\_\_


Type of Identification Produced \_\_\_\_\_

CITY OF FORT LAUDERDALE, A  
Municipal Corporation of the State of Florida

WITNESSES:

  
Scott Wyman  
[Witness type or print name]

By:   
Dean J. Trantalis, Mayor

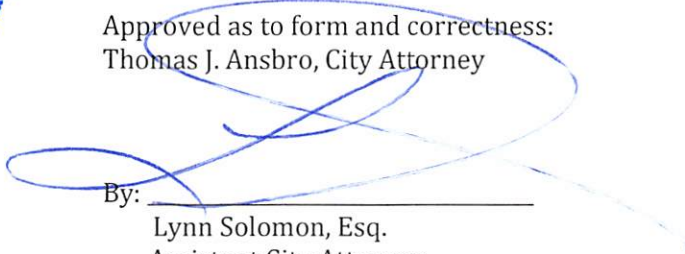
  
Donna Larisco  
[Witness type or print name]

By:   
Greg Chavarria, City Manager

ATTEST:

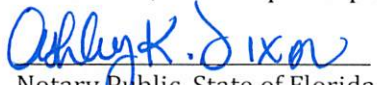


Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

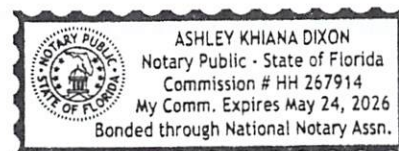
By:   
Lynn Solomon, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 8<sup>th</sup> day of January, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

  
Notary Public, State of Florida

Ashley K. Dixon  
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online, this 8<sup>th</sup> day of January, 2024, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Sharon K Coryell  
Notary Public, State of Florida

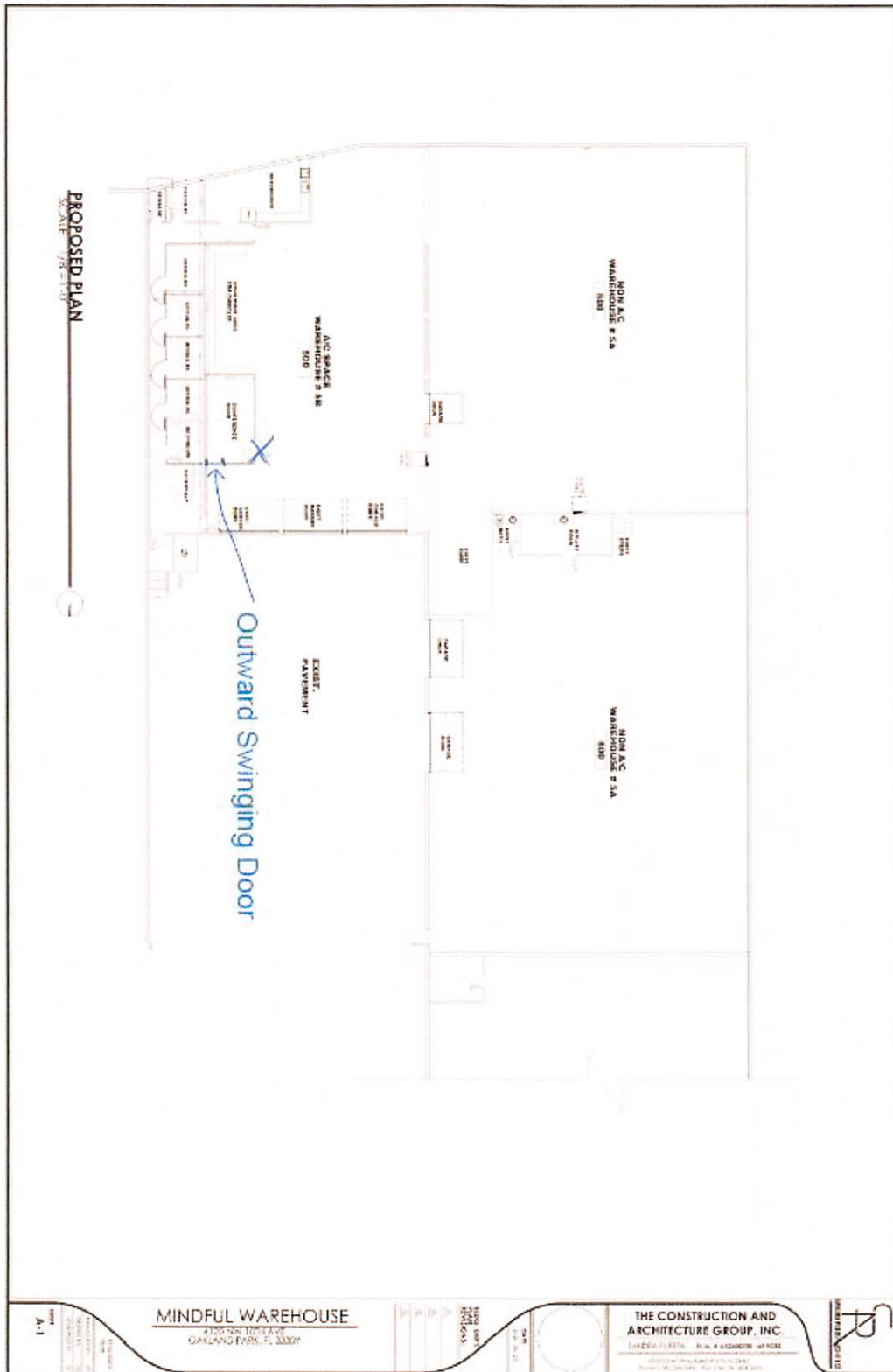
Sharon K Coryell  
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced N/A

# EXHIBIT A





**EXHIBIT B**  
**RULES AND REGULATIONS**

1. Tenant shall faithfully observe and comply with the rules and regulations of the building as may be included in this Lease and modified or added to from time to time by the Landlord. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by any other tenant or occupant of the Building.
2. The sidewalks, entry passages, corridors, and stairways shall not be obstructed by Tenant or used by it for other than those of ingress and egress.
3. No cargo or delivery vans, trucks or other similar vehicles shall be permitted to park in front of the Building other than temporary delivery. These approved vehicles should park directly behind the rear of tenant's rental space. Materials stored or placed by tenant visible from outside the building will not be permitted.
4. No tenant shall smoke or use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the Premises or the Building.
5. Each tenant shall ensure that the doors of its Premises are closed and locked and that all water faucets and water apparatus are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage. For any default or carelessness in this regard Tenant shall make good all damages sustained by other tenants or occupants of the Building or Landlord.
6. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof, exterior walls of the Building, or on the property or perimeter of property, without written permission. No TV, radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.
7. Each tenant shall store all its trash and garbage within its Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Broward County without being in violation of any law or ordinance governing such disposal.
8. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building or on the site are prohibited, and each tenant shall cooperate to prevent the same.
9. The Tenant may not store or place rubbish, pallets or other by-products of shipping or manufacturing outside their Premises. All such items must be hauled away without delay and at the sole cost and expense of the Tenant. Violations of the Rules and Regulations for Trash disposal are fineable occurrences, at the cost of rectifying such violation plus a 20%

administrative fee. Such fines are considered "Additional Rent" as defined in the Lease and non-payment of fines shall constitute an Event of Default under the Lease.

10. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any Lease of the Premises in the Building. The terms, covenants and conditions set forth in the Lease shall govern in the event of any inconsistency or ambiguity between the Rules and Regulations and the Lease.
11. Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein. Notice of any such amendment or modification will be provided to Tenant, and Tenant will comply with them provided they are reasonable.



EXHIBIT C





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

Today's Date: 1/4/24

2L

DOCUMENT TITLE: Lease Agreement between Oakland Park Bays LLC and the City of Fort Lauderdale

COMM. MTG. DATE: 12/19/2023 CAM #: 23-1178 ITEM #: M-7 CAM attached: ☒ YES ☐ NO

Routing Origin: CMO Router Name/Ext: Angela x-3442 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects 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.

1) Dept: CAO Router Name/Ext: Sonias X5598 # of originals routed: 2 Date to CAO: 1/4/24

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 1/4/24 Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber Cabrera./CMO Date: 01/04/24

4) City Manager's Office: CMO LOG #: Jan 18 Document received from: \_\_\_\_\_

Assigned to: GREG CHAVARRIA ☐ SUSAN GRANT ☐  
ANTHONY FAJARDO ☐ GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards \_\_\_ originals to: Angela Salmon /CMO/ X3442

\*\*\* Please provide a scan of completely executed document to ssierra@fortlauderdale.gov

Attach \_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO

Original Route form to Sonias X5598