



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

**#15-0904**

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

**FROM:** Lee R. Feldman, ICMA-CM, City Manager

**DATE:** July 7, 2015

**TITLE:** Resolution Approving a Third Amendment to the Amended and Restated  
Lease Agreement with Aero Toy Store Providing

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**Recommendation**

It is recommended that the City Commission adopt a resolution authorizing the City Manager to execute a third amendment to the Amended and Restated Lease Agreement with Aero Toy Store, LLC (Aero Toy Store). The third amendment will reinstate the lease, which expired July 1, 2015 to provide for an additional, retroactive 90-day extension.

**Background**

On April 21, 2015, the City Commission adopted resolution 15-91 approving the second amendment to the Amended and Restated Lease Agreement for Parcel 9 with Aero Toy Store, for 90 days, extending the term of the lease, retroactively, from April 1, 2015 to July 1, 2015 (Exhibit 1).

Mr. Horowitz, attorney for Aero Toy Store, requested an additional extension beyond the July 1, 2015 lease expiration date, to October 1, 2015 (Exhibit 2). The additional time being requested is to continue negotiations with Sheltair for the Lease assignment that will ensure the highest and best use of Airport leasehold properties.

**Resource Impact**

There is no resource impact associated with this item.

**Strategic Connections:**

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Business Development Cylinder of Excellence, specifically advancing:

- Goal 7: Be a well-positioned City within the global economic and tourism markets of the South Florida region, leveraging our airports, port, and rail connections.
- Objective 4: Deliver best-in-class regional general aviation airport amenities and services to domestic and international.
- Initiative 1: Examine the highest and best use of airport property to stimulate economic development and create jobs.

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

Attachments:

Exhibit 1 - Resolution 15-91

Exhibit 2 - Letter from Mr. Horowitz

Exhibit 3 - Third Amendment

Exhibit 4 - Resolution

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Prepared by: Julie Leonard, Transportation and Mobility Deputy Director

Department Director: Diana Alarcon, Transportation and Mobility

RESOLUTION NO. 15-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE  
CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO  
AMENDED AND RESTATED LEASE AGREEMENT, PARCEL  
9 AT FORT LAUDERDALE EXECUTIVE AIRPORT.

WHEREAS, pursuant to Resolution, 08-58 adopted the 11TH day of March, 2008, the City entered into an Amended and Restated Lease Agreement ("Lease Agreement") for the lease of Parcel 9 at the Fort Lauderdale Executive Airport with Aero Toy Store, LLC ("Lessee"); and

WHEREAS, as provided in Lease Agreement, Lessee is required to replace its existing buildings and redevelop the property with the construction of a minimum of three hangars totaling approximately 80,000 square feet, an approximately 31,000 square foot FBO building, and install a new underground storage tank for 100LL aviation fuel to supplement an existing underground storage tank for Jet A aviation fuel, in accordance with the Airport's Minimum Standards; and

WHEREAS, the required improvements were to be constructed in phases, with all improvements to be built within 60 months of the Commencement Date of the Lease; and

WHEREAS, due to negative financial impacts to the Lessee's business resulting from the economic downturn, the Lessee requested an additional 24 months to complete the required construction extending the date of completion to April 1, 2015; and

WHEREAS, Lessee also agreed to a five percent (5%) increase in rent effective the first day of the first month following the date of the First Amendment to \$217,814.80, plus the regularly scheduled CPI adjustment; and

WHEREAS, pursuant to Resolution No. 12-59, adopted at its meeting of March 20, 2012, the City Commission authorized the proper City officials to enter into a First Amendment to Amended and Restated Lease Agreement ("First Amendment"); and

WHEREAS, by the terms of the First Amendment the Lease Agreement would expire on April 1, 2015 if the Lessee failed to provide to the City evidence it had constructed the required Improvements on the property; and

WHEREAS, the Lessee failed to construct the required Improvements by April 1, 2015; and

WHEREAS, the Lease expired April 1, 2015; and

WHEREAS, the Lessee has requested an extension to the Lease; and

WHEREAS, at its meeting of March, 26, 2015, the Aviation Advisory Board recommended approval of a 90 day extension; and


WHEREAS, the City Commission of the City of Fort Lauderdale declares that the Second Amendment is in the best interest of the City;

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

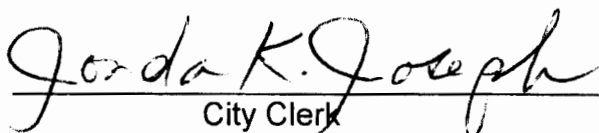
SECTION 1. That the City Manager is hereby authorized to execute a Second Amendment to Amended and Restated Lease Agreement between the City and Aero Toy Store, LLC.

SECTION 2. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 21st day of April, 2015.

  
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Mayor  
JOHN P. "JACK" SEILER

ATTEST:

  
\_\_\_\_\_  
City Clerk  
JONDA K. JOSEPH

Jacob G. Horowitz  
jhorowitz@cityatty.com



**GOREN CHEROF  
DOODY & EZROL** PA  
ATTORNEYS AT LAW

June 23, 2015

**VIA EMAIL (lfeldman@fortlauderdale.gov) AND REGULAR MAIL**

Lee Feldman, City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Re: Aero Toy Store / Lease with the City of Fort Lauderdale

Dear Mr. Feldman:

This law firm serves as legal counsel for Aero Toy Store ("Aero"). Aero's amended and restated lease with the City of Fort Lauderdale (the "City") for Parcel 9 at the Fort Lauderdale Executive Airport dated March 11, 2008, as amended, terminates on June 30, 2015. As you know, Aero is currently under contract with Sheltair FXE Northside, LLC ("Sheltair") to assign its leasehold interest, along with certain assets related thereto, to Sheltair.

It is our understanding that Sheltair has been working diligently and in good faith with the City and CBRE to negotiate the terms of an amended lease or new lease that is satisfactory to the City. Aero has not been directly involved in these negotiations. It is our further understanding that your office has directed CBRE to provide you with a rental rate analysis of comparable airport locations to determine the fair market value for the City's anticipated amended lease or new lease with Sheltair. Once your office receives this analysis, we are hopeful that a final agreement can be reached between the City and Sheltair.

In light of the ongoing efforts of the City and Sheltair, Aero, as the tenant, is hereby requesting an additional **ninety-day (90) extension** to the June 30, 2015 lease termination date. Aero remains available to assist both the City and Sheltair in its negotiations, and we are hopeful that this additional extension will ensure that there is sufficient time to reach an agreement that is in the best interests of all parties.

We have confirmed that Sheltair supports this request for an extension. We have also consulted with counsel for CPC Finance, the interested creditor, and reconfirmed that they have no objection to this request.

(00030370.1 1214-0600410 )

Please reply to Fort Lauderdale Office

**Fort Lauderdale Office**

3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4923

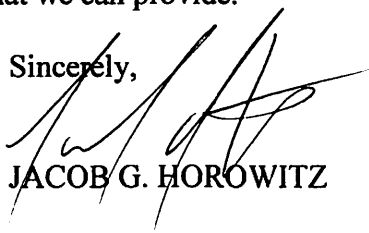
**Delray Beach Office**

76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

[www.cityatty.com](http://www.cityatty.com)

Thank you for your prompt attention to this matter. Aero, as a long-standing tenant at FXE, appreciates the City's consideration and remains confident that a mutually beneficial agreement will be reached through the collective effort of all interested parties. Please contact our office if there is any additional information that we can provide.

Sincerely,



JACOB G. HOROWITZ

cc: Aero Toy Store, LLC  
Morris Shirazi  
Cynthia Everett, City Attorney  
DJ Williams-Persad, Assistant City Attorney  
Rufus James, Acting Airport Manager  
Matt Morrall, Esq., Counsel for CPC Finance  
Damaso Saavedra, Esq., Counsel for Sheltair

THIRD AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT  
(PARCEL 9)

on July 22, 2015, between:

CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida, hereinafter referred  
to as "Lessor,"

and

Aero Toy Store, LLC, a Florida limited liability  
company, hereinafter referred to as "Lessee."

WHEREAS, Lessee leases certain property from Lessor known as Parcel 9 at Fort Lauderdale Executive Airport, under an Amended and Restated Lease Agreement dated March 11, 2008 ("Lease Agreement"); and

WHEREAS, as provided in Lease Agreement, Lessee is required to replace its existing buildings and redevelop the property with the construction of a minimum of three hangars totaling approximately 80,000 square feet, an approximately 31,000 square foot FBO building, and install a new underground storage tank for 100LL aviation fuel to supplement an existing underground storage tank for Jet A aviation fuel, in accordance with the Airport's Minimum Standards ("Improvements"); and

WHEREAS, the required improvements were to be constructed in phases, with all improvements to be built within 60 months of the Commencement Date of the Lease; and

WHEREAS, due to negative financial impacts to the Lessee's business resulting from the economic downturn, the Lessee requested and was granted an additional 24 months to complete the required construction; and

WHEREAS, pursuant to Resolution No. 12-59, adopted at its meeting of March 20, 2012, the City Commission authorized the proper City officials to enter into a First Amendment to Amended and Restated Lease Agreement ("First Amendment"); and

WHEREAS, by the terms of the First Amendment the Lease Agreement would expire on April 1, 2015 if the Lessee failed to provide to the City evidence it had constructed the required Improvements on the property; and

WHEREAS, the Lessee failed to construct the required Improvements by April 1, 2015; and

WHEREAS, the pursuant to Resolution No. 15-91 adopted at its meeting of April 21, 2015, the City Commission authorized a Second Amendment to the Lease retroactively extending the Lease for an additional 90 days; and

WHEREAS, such 90 day period has passed, the Lease has expired and the Lessee has requested another 90 day extension; and

WHEREAS, the Lessor declares that amending the Lease Agreement is in the best interest of the City.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 4, TERM, of the Lease Agreement is amended to delete the stricken text and to add the underlined text therefor:
  4. TERM. The parties acknowledge and agree that the Term of this Lease Agreement shall commence on April 1, 2008 ("Commencement Date"), and shall terminate thirty (30) years thereafter, unless sooner terminated as provided in this Lease. The Term of this Agreement will expire eighty seven ninety (8790) months from its Commencement Date if Lessee fails to provide City with evidence that it has constructed Improvements on the Premises totaling approximately 80,000 square feet of hangar space and a new FBO facility totaling approximately 31,000 square feet and equal to the minimum investment of \$15 million, more accurately described in Exhibits "C" and "D" attached hereto.
3. In all other respects the Amended and Restated Lease Agreement is unchanged and remains in full force and effect in accordance with the terms thereof.
4. The Effective Date of this Third Amendment to the Amended and Restated Lease Agreement shall be retroactive to July 1, 2015.

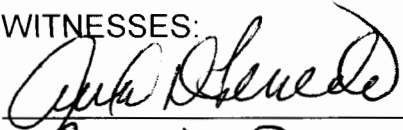
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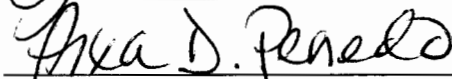


IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**LESSOR**

WITNESSES:





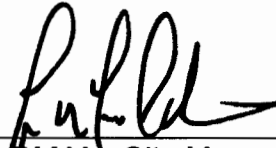
Print Name



DONNA M. SAMUDA  
Print Name

CITY OF FORT LAUDERDALE,  
a municipal corporation.

By



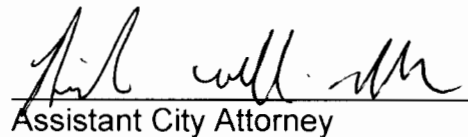
LEE R. FELDMAN, City Manager

(SEAL)

ATTEST:

  
JONDA K. JOSEPH, City Clerk

Approved as to form:

  
Assistant City Attorney

**LESSEE**

WITNESSES:

AERO TOY STORE, LLC, a Florida  
limited liability company

Jennifer M. Flerker  
Jennifer M Flerker

Print Name

[Signature]

JUANMAR BORDONES

Print Name

By [Signature]

Print Name: Maye Shirazipour

Title: Managing Member

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 25 day of June,  
2015 by Maye Shirazipour as Managing Member of Aero Toy Store, LLC, a Florida  
limited liability company, on behalf of the company, who is ☒ personally known to me or  
☐ has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



RAISSA O'CONNOR  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE201546  
Expires 5/23/2016

Raissa O'Connor  
Notary Public, State of Florida (Signature of Notary  
taking Acknowledgment)

Raissa O'Connor Name  
of Notary Typed, Printed or Stamped

My Commission Expires: 5/23/16

Commission Number: EE 201546

RESOLUTION NO. 15-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE  
CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO  
AMENDED AND RESTATED LEASE AGREEMENT, PARCEL  
9 AT FORT LAUDERDALE EXECUTIVE AIRPORT.

WHEREAS, pursuant to Resolution, 08-58 adopted the 11TH day of March, 2008, the City entered into an Amended and Restated Lease Agreement ("Lease Agreement") for the lease of Parcel 9 at the Fort Lauderdale Executive Airport with Aero Toy Store, LLC ("Lessee"); and

WHEREAS, as provided in Lease Agreement, Lessee is required to replace its existing buildings and redevelop the property with the construction of a minimum of three hangars totaling approximately 80,000 square feet, an approximately 31,000 square foot FBO building, and install a new underground storage tank for 100LL aviation fuel to supplement an existing underground storage tank for Jet A aviation fuel, in accordance with the Airport's Minimum Standards; and

WHEREAS, the required improvements were to be constructed in phases, with all improvements to be built within 60 months of the Commencement Date of the Lease; and

WHEREAS, due to negative financial impacts to the Lessee's business resulting from the economic downturn, the Lessee requested an additional 24 months to complete the required construction extending the date of completion to April 1, 2015; and

WHEREAS, Lessee also agreed to a five percent (5%) increase in rent effective the first day of the first month following the date of the First Amendment to \$217,814.80, plus the regularly scheduled CPI adjustment; and

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WHEREAS, the Lease expired April 1, 2015 and the Lessee requested an additional 90 day extension; and

WHEREAS, the pursuant to Resolution No. 15-91 adopted at its meeting of April 21, 2015, the City Commission authorized a Second Amendment to the Lease retroactively extending the Lease for an additional 90 days; and

WHEREAS, such 90 day period has expired and the Lessee has requested another retroactive 90 extension; and

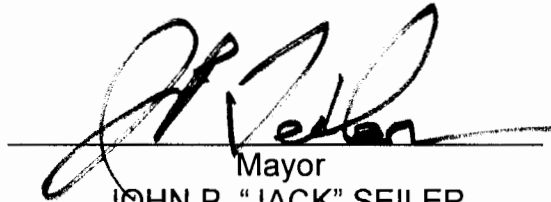
WHEREAS, the City Commission of the City of Fort Lauderdale declares that the Third Amendment is in the best interest of the City;

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

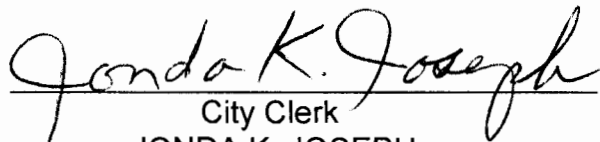
SECTION 1. That the City Manager is hereby authorized to execute a Third Amendment to Amended and Restated Lease Agreement between the City and Aero Toy Store, LLC.

SECTION 2. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 7th day of July, 2015.

  
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Mayor  
JOHN P. "JACK" SEILER

ATTEST:

  
\_\_\_\_\_  
City Clerk  
JONDA K. JOSEPH

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