



# Broward County

## Legislation Details (With Text)

**File #:** 21-817      **Version:** 1

**Status:** Agenda Ready

**In control:** AVIATION DEPARTMENT

**On agenda:** 6/1/2021      **Final action:** 6/1/2021

**Title:** MOTION TO APPROVE Agreement of Lease between Broward County and Lauderdale Small Boat Club, Inc., at Broward County's Fort Lauderdale-Hollywood International Airport; and authorize Mayor and Clerk to execute same.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Exhibit 1 - Agreement of Lease

Date	Ver.	Action By	Action	Result
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### Broward County Commission Regular Meeting

**Director's Name:** Mark Gale

**Department:** Aviation

**Division:** Business

### Information

#### Requested Action

MOTION TO APPROVE Agreement of Lease between Broward County and Lauderdale Small Boat Club, Inc., at Broward County's Fort Lauderdale-Hollywood International Airport; and authorize Mayor and Clerk to execute same.

#### Why Action is Necessary

Chapter 2, Section 2-40 (a) of the Broward County Code of Ordinances, requires that the Broward County Board of County Commissioners ("Board") authorize any commercial activities or occupy any portion of the airport for any purpose unless specifically authorized by the County.

#### What Action Accomplishes

Allows Lauderdale Small Boat Club, Inc. ("LSBC") to continue to occupy Broward County ("County") owned property at Fort Lauderdale-Hollywood International Airport ("FLL").

#### Is this Action Goal Related

No

#### Previous Action Taken

None

#### Summary Explanation/Background

THE AVIATION DEPARTMENT RECOMMENDS APPROVAL OF THE ABOVE MOTION.

This action allows LSBC to continue to occupy County-owned property at FLL for activities connected to dockage, launching, and maintenance of boats owned by LSBC's members.

On August 31, 2010 (Item No. 5), the Board approved an Agreement of Lease between the County and LSBC for occupancy of a marina at FLL. The original lease provided for a five-year term with a termination date of August 31, 2015.

On June 02, 2015 (Item No. 4), the Board approved a First Amendment to the Agreement of Lease between County and LSBC to extend the term for five years and update certain requirements of the Agreement of Lease.

The previous Agreement expired on August 31, 2020; however, LSBC has remained on the premises in a holdover status while the parties participated in an appraisal review process in an attempt to agree on fair market rent for a new Agreement of Lease. This proposed Agreement of Lease ("Agreement") has an initial term of ten (10) years, and may be extended for an additional period not-to-exceed five (5) years if LSBC is in full compliance with the terms of the Agreement, including fulfillment of the minimum capital expenditure requirement of \$1,000,000 for capital improvements by the completion date. The completion date is established as the last day of the third (3rd) lease year but it may be extended for reasonable cause.

In the event that the term of the Agreement is extended beyond the tenth Lease Year, on the first day of the eleventh (11th) lease year and on every tenth Lease Year thereafter, if applicable, the rent shall be adjusted (up or down) by appraisals to the full market rent.

As part of this Agreement of Lease, LSBC shall construct and complete all of the following improvements:

- (a) Construct, repair, or replace the steel sheet pile bulkhead, concrete cap, and shoreline restoration to all piers and the full perimeter of the sea wall, including ensuring that all electrical, water, boat boxes, pillars, and decking complies with all applicable building and safety codes.
- (b) Shoreline stabilization to Road J (Dania Cut off Canal) and Road A.
- (c) Restore all backfill and replace all vegetation and sod removed and/or impacted by the Improvements.

The proposed Agreement has been reviewed and approved as to form by the Office of the County Attorney.

#### **Source of Additional Information**

Mark E. Gale, A.A.E., CEO/Director of Aviation, (954) 359-6199

#### **Fiscal Impact**

##### **Fiscal Impact/Cost Summary**

The rent for the first (1st) lease year will be \$456,000, plus applicable sales taxes annually, or \$38,000, plus applicable sales taxes monthly. The rent will be adjusted annually by the greater of 3% or the Consumer Price Index.