



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

FROM: Susan Grant, Acting City Manager

DATE: September 17, 2024

TITLE: Motion Authorizing Execution of an Encroachment Agreement for a Property Located at 764-778 NW 57th Court – **(Commission District 1)**

Recommendation

Staff recommends the City Commission adopt a motion authorizing the execution of an Encroachment Agreement for portions of an existing building extending into a platted right of way and located at 764 NW 57th Court.

Background

The applicant, Chevalier Enterprises LLC, requests this encroachment agreement for its warehouse building constructed in 1972 when the property was in unincorporated Broward County. The encroachments were initially built through a building permit issued by Broward County at a time when the property was in unincorporated Broward County.

The improvements on the property have been constructed in such a manner as to create encroachments into the platted rights-of-way as follows;

- a. The Northeast quadrant of the Property at the intersection of the East/West N.W. 57th Court and the North/South N.W. 57th Court: an encroachment of 37 square feet.
- b. The Southeast quadrant of the Property at the intersection of the North/South N.W. 57th Court and the East/West alley: an encroachment of 60 square feet.

The Applicant has requested the city grant an Encroachment Agreement to permit a portion of the building to encroach into the public right-of-way.

City Code Sec. 25-6, authorizes the City Commission to authorize the maintenance of encroachments discovered to be encroaching on a city street. Such authorization requires a recordable agreement between the property owner and the City.

The Encroachment Agreement, when executed by both parties, is to be recorded in the public records of Broward County at the Applicant's expense. In general terms, the Encroachment Agreement contains among other matters the following material conditions:

1. Applicant executes and records an encroachment agreement in the form provided as Exhibit 1.
2. Applicant shall during the term of this Encroachment Agreement, keep or cause to be kept in effect the insurance coverages set for the in the encroachment agreement at its expense
3. Applicant shall remove and demolish all Encroaching Improvements constructed within the Encroachment Area and any components thereof, exclusive of public utilities facilities constructed and installed, upon revocation or termination of the revocable license to permit the encroachments and upon demand by the City for removal of such Encroaching Improvements, the property owner shall restore the encroachments to the condition(s) that existed. Removal shall be at sole cost and expense of the property owner.
4. The encroachment agreement shall remain in effect until the encroachments are destroyed, demolished, or removed or (ii) a vacating ordinance is (a) duly adopted by the City Commission, vacating the NE Encroachment Area and the SE Encroachment Area and (b) is recorded in the Public Records of Broward County.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item supports the Press Play Fort Lauderdale Strategic Plan 2024, included within the Business Development Cylinder of Excellence, specifically advancing:

- The Infrastructure Focus Area.
- Goal 1: Build a sustainable and resilient community.
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure.

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

This item also supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.

Attachments

Exhibit 1 – Encroachment Agreement

Exhibit 2 – Aerial

Prepared by Acting Department Director: Alfred G. Battle Jr. – Development Services

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