



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

**#15-0574**

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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:** Motion Approving a Revocable License Agreement with Broward County and The Lofts at Tarpon River, LLC, d/b/a Pinnacle at Tarpon River and an Agreement Ancillary to Revocable License Agreement for Improvements in the County Right of Way

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**Recommendation**

It is recommended that the City Commission authorize the City Manager to execute two agreements: 1) a Revocable License Agreement with Broward County and The Lofts at Tarpon River, LLC, d/b/a Pinnacle at Tarpon River, ("Developer") for installation of landscaping, pavers, and irrigation improvements in the County right-of-way (ROW) and 2) an Agreement Ancillary to Revocable License Agreement.

**Background**

The City has required The Lofts at Tarpon River, LLC, d/b/a Pinnacle at Tarpon River, to install streetscape improvements adjacent to the Lofts of Tarpon River development to expand the sidewalk and plant new trees between the sidewalk and travel lanes to comply with the intent of the Downtown Master Plan. These improvements lie within the County ROW on the west side of Southeast 3<sup>rd</sup> Avenue.

An agreement is required for private developments to implement streetscape improvements which follow the City's Vision Plan and furthers the City's Complete Streets program. In order to implement Complete Street design features on a County roadway, the City is required to enter into a Revocable License Agreement with the County to ensure maintenance of the ROW improvements associated with the development.

The Revocable License Agreement calls for the City to act as the functional equivalent of a guarantor of the Developer's obligations under that instrument. In order to establish a means of recourse against the Developer, the City Attorney's Office recommends that the Agreement Ancillary to Revocable License Agreement be executed as a condition precedent to execution of the Revocable License Agreement. The Ancillary Agreement provides conditions, procedures, and additional penalties for recourse against the

Developer, that are otherwise not provided for in the underlying Revocable License Agreement between the County and City.

**Resource Impact:**

There is no fiscal impact to the City.

**Strategic Connections:**

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

- Goal 1: Be a pedestrian friendly, multi-modal city.
- Objective 1: Integrate transportation land use and planning to create a walkable and bikeable community.
- Initiative 8: Adopt Complete Streets guidelines.

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

**Attachments:**

Exhibit 1 – County/City/Developer Revocable License Agreement

Exhibit 2 – Agreement Ancillary to Revocable License Agreement

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Prepared by: Alex Scheffer, P.E., Urban Design Engineer

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