



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

#14-0013

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

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

DATE: January 22, 2014

TITLE: Motion to authorize execution of (1) Revocable License Agreement for
landscape improvements between Broward County, City of Fort
Lauderdale and Reliance-Progresso Associates, LTD. (“Developer”) and
(2) Agreement Ancillary to Revocable License Agreement

Recommendation

It is recommended that the City Commission authorize execution of (1) the Revocable License Agreement between the County, City and Reliance-Progresso Associates, LTD (“Developer”) for landscape improvements in the County right-of-way (ROW) (**Exhibit 1**) and (2) the Agreement Ancillary to Revocable License Agreement (**Exhibit 2**).

Background

Progresso Point final site plan was approved by the Development Review Committee on October 29, 2010 requiring landscaping in the ROW on Andrews Avenue. This practice was recently approved as part our Complete Streets efforts. In order to implement these Complete Street elements on County roadway, we are required to enter into a revocable license agreement between the City and County to maintain the ROW for the project.

The Revocable License Agreement calls for the City to be the functional equivalent of a guarantor of the Developer’s obligations under that instrument. To establish a means of recourse back against the Developer the City Attorney’s Office is recommending that the Agreement Ancillary to Revocable License Agreement (**Exhibit 2**) be executed as a condition precedent to execution of the Revocable License Agreement. The Ancillary Agreement (**Exhibit 2**) provides conditions, procedures and penalties as against the Developer that are otherwise not provided for in the underlying Revocable License Agreement between the County, Developer and City.

Unfortunately, the Developer’s Board (a/k/a Board of Directors for the Developer Corporation) did not have the opportunity to authorize execution of the Ancillary Agreement in time for the Agenda. Therefore, the City will hold in abeyance execution of both the (a) Revocable License Agreement and (b) Agreement Ancillary to the

Revocable License Agreement, until such time as we receive written confirmation that the Developer's Board has authorized execution of the Ancillary Agreement.

Resource Impact

No fiscal impact at this time.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Infrastructure 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:

EX 1 County/City/Developer Revocable License Agreement

EX 2 Ancillary Agreement to Revocable License Agreement

Prepared by: Diana Alarcon, Director, Transportation and Mobility Department

Director: Diana Alarcon, Transportation and Mobility Department