



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#15-1107

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

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

DATE: September 1, 2015

TITLE: Resolution Authorizing a Second Amendment to the Lease Agreement
with Riverwalk Fort Lauderdale, Inc. for the Shippey House

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the City Manager to execute a Second Amendment to the Lease Agreement with Riverwalk Fort Lauderdale, Inc. for the property located at 220 SW 3 Street, commonly referred to as the Shippey House, extending the deadline for compliance with all conditions precedent to September 30, 2015.

Background

On May 5, 2015, pursuant to Charter Section 8.13, the City Commission adopted Resolution No. 15-101 (Exhibit 1), declaring its intent to lease the premises to Riverwalk Fort Lauderdale, Inc. for a term of 30 years with two ten (10) year renewals. Riverwalk Fort Lauderdale will be responsible for all costs associated with the maintenance, management, and upkeep of the property. The annual rent of \$1 will commence on the effective date of the lease and be due each anniversary date. Riverwalk Fort Lauderdale will be responsible for all utility charges for the property.

On June 16, 2015, the City Commission adopted a resolution approving a lease agreement (Exhibit 2) with Riverwalk Fort Lauderdale, Inc. for the operation and preservation of the Shippey House. An extension of 60 days was authorized by virtue of a First Amendment to the Lease Agreement (Exhibit 3) to achieve the conditions outlined in the original lease. To date, the conditions have not been fully achieved, therefore, the parties would like to further extend the deadline to achieve these conditions on or before September 30, 2015. The proposed Resolution (Exhibit 5) would authorize execution by the City Manager of a Second Amendment to the Lease Agreement extending to September 30, 2015 the period within which all conditions precedent to the effective date of the Lease must be met. Failure to meet the conditions precedent by the deadline results in the Lease becoming automatically null and void and of no further force and effect.

Resource Impact

There is no fiscal impact associated with this item.

Strategic Connections

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

- Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting, and connected gathering places that highlight our beaches, waterways, urban areas, and parks.

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

Attachments

Exhibit 1 – Resolution No. 15-101

Exhibit 2 – Lease Agreement with Riverwalk Fort Lauderdale, Inc.

Exhibit 3 – First Amendment to Lease Agreement

Exhibit 4 – Second Amendment to Lease Agreement

Exhibit 5 – Proposed Resolution

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Phil Thornburg, Parks and Recreation