



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#17-0562

5-2-17
WALK-ON
MOTION

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

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

DATE: May 2, 2017

TITLE: **WALK ON** - Motion to authorize execution of the Second Amendment to the Revocable License with the Belmar Development Associates, LLC for the temporary closure of the public right-of-way located on Vistamar Street, Breakers Avenue and Belmar Street in association with the construction of Paramount Condominium

Recommendation

It is recommended that the City Commission approve a motion to authorize the execution of a Second Amendment to the Revocable License with Belmar Development Associates, LLC, for the temporary closure of City Right-of-Way (R.O.W.) in association with the construction of Paramount Condominium. The closure is needed to ensure safety and facilitate demolition of the existing structure.

Background

Paramount Condominium is an 18 story, 95 unit project approved under DRC Case 46-R-07 located at 701 N. Fort Lauderdale Beach Boulevard. The Development Review Committee (DRC) reviewed the request of the roadway closure and recommended approval of a Revocable License for the temporary road closure under case number PRW14014.

On January 6, 2015, the City Commission approved execution of the subject Revocable License to authorize the closure of the entire width of the sidewalk on the north side and south side of development area as well as the entire lane and parking median on the west side of the development area. The term of the original Revocable License was through and including October 31, 2016. The Revocable License also provided the City Manager with the ability to extend the closures for two 90-day periods. The two 90-day period extensions were granted by the City Manager resulting in the Revocable License expiring on April 30, 2017.

On July 7, 2015, the City Commission approved execution of the First Amendment to Revocable License with Belmar Development Associates, LLC, for the placement of three temporary trailers to be placed partially in the City right-of-way (ROW) adjacent to the property at 701 North Fort Lauderdale Beach Boulevard. In order to maintain a safe

work area and minimum operating clearance from the building podium structure, revisions were needed to the Maintenance of Traffic (MOT) Plan and location of the construction trailers included in the original Revocable License. The boundary of the perimeter fencing remained the same as the original Revocable License; only a shift in the construction trailers was requested.

Due to delays caused by inclement weather and slower progress due to site constraints, the right of way work associated with the closure has not been completed as of the date of this commission memo. The completion date for the right of way work is anticipated to be the August 31, 2017; therefore, additional time is needed to meet the revised construction schedule.

Approval of the Second Amendment would revise the effective date to be May 1, 2017, and provide for an additional four (4) months with the ability to extend up to two (2) 30-day periods with the City Manager's approval. The limits of the License Area, the traffic detour plan, and all other provisions of the original Revocable License will remain the same.

Belmar Development Associates, LLC has confirmed they will be providing written notice to property owners within 300 feet of the construction site when extension has been approved by City Commission.

A copy of the Second Amendment to the Revocable License is attached as Exhibit 1.

Resource Impact

There is no fiscal impact to the City associated with this action.

Strategic Connections

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

- Goal 7: Be a well-positioned City within the global economic and tourism markets of the South Florida region, leveraging our airports, port, and rail connections.
- Objective 2: Facilitate a responsive and proactive business climate.

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

Attachment

Exhibit 1 – Second Amendment to Revocable License

Prepared by: Ella Parker, Urban Design and Planning Manager

Department Director: Anthony Greg Fajardo, Sustainable Development

This instrument prepared by:

Lynn Solomon
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

SECOND AMENDMENT TO REVOCABLE LICENSE

THIS SECOND AMENDMENT TO REVOCABLE LICENSE is entered into this ____ day of _____.
2017 is by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation,
100 North Andrews Avenue, Fort Lauderdale, FL 33301,
hereinafter, "CITY"

and

BELMAR DEVELOPMENT ASSOCIATES, LLC a Florida
Limited Liability Company, FEI/EIN #16-2456982,
whose principal address is 1645 Palm Beach Lakes Blvd.,
Suite 1200, West Palm Beach, FL 33401, its successors and assigns ("LICENSEE")

RECITALS

A. Whereas, on December 17, 2014, the City Commission authorized execution of a Revocable License in favor of LICENSEE permitting the temporary closure of the public rights-of-way located on Vistamar Street, Breakers Avenue and Belmar Street for public safety to facilitate the construction of the Paramount Condominium located at 701 N. Fort Lauderdale Beach Boulevard.

B. Whereas, on July 7, 2015, the City Commission authorized execution of a First Amendment to the Revocable License (the Revocable License and First Amendment are collectively referred to as the "Revocable License").

B. Whereas, the Revocable License was recorded January 30, 2015 in the Public Records of Broward County, Florida under Instrument # 112778681 and the First Amendment will be recorded simultaneously with the Second Amendment.

C. Whereas, the term of the Revocable License, including all administrative extensions, has expired.

D. Whereas, the City Commission finds that it is in the best interest of the public to continue the road closures to protect the public to allow the Licensee additional time to complete the Development Project (as defined in the Revocable License).

E. Whereas, the City Commission finds that extending the term of the Revocable License serves a valid municipal purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Revocable License, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein. This Second Amendment shall take effect as of April 30, 2017 ("Effective Date").

3. Paragraph 4 (a) and (b) of the Revocable License is deleted and replaced with the following:

Term. The term of the Revocable License shall be for a period of five (5) months commencing with the Effective Date, subject to sooner termination as set forth in the Revocable License, and terminating on September 20, 2017. In the event, because of forces beyond the control of LICENSEE, LICENSEE is unable to complete the Development Project within the five (5) months term hereof, LICENSEE has the right to request an extension of this Revocable License, in writing, for two (2) additional thirty (30) day periods upon approval of the City Manager. Request for extensions must be submitted at least 10 days before the expiration of the term or extension period of this Revocable License. The City Manager shall have the authority to extend the term of this Revocable License by not more than two (2) thirty (30) day periods beyond the end of the five month period.

4. In all other respects, the parties ratify and confirm the Revocable License, as amended by this Second Amendment, to the Revocable License.

5. Unless modified herein, the terms of the Revocable License remains unchanged and in full force and effect.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler, Mayor

[Witness print or type name]

Lee R. Feldman, City Manager

[Witness print or type name]

ATTEST:

(CORPORATE SEAL)

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Cynthia Everett, City Attorney

Lynn Solomon
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____,
2017, by John P. "Jack" Seiler, Mayor of the City of Fort Lauderdale, and a municipal corporation of
Florida. He is personally know to me and did not take an oath.

(Seal)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____,
2017, by Lee R. Feldman, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.
He is personally know to me and did not take an oath.

(Seal)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

[Witness Signature]

[Witness print/type name]

[Witness Signature]

[Witness print/type name]

LICENSEE:

BELMAR DEVELOPMENT ASSOCIATES, LLC, a
Florida limited liability company

By: Encore Housing Opportunity Fund II
G.P. LLC, a foreign Manager for Belmar
Development Associates, LLC, a Florida limited
liability company

By: AF Encore Management, LLC, a Florida limited
liability company, Managing Member for Encore
Housing Opportunity Fund II G.P. LLC

By: AJF Investments, LLLP, a Florida limited
partnership, Managing Member for AF Encore
Management, LLC, a Florida limited liability
company

By: AJF Holdings, LLC, a Florida limited liability
company General Partner for AJF Investments,
LLLP, Florida limited partnership

By: _____
Arthur Falcone, Manager for AJF Holdings, LLC,
a Florida limited liability company

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____, 2017,
by Arthur Falcone, General Partner for AJF Holdings, LLC, a Florida limited liability company, which the
Managing Member for AF Encore Management, LLC, a Florida limited liability company, which is the
Manager for Encore Housing Opportunity Fund Investment Manager, LLC, a Florida limited liability
company, which is Manager for Belmar Development Associates, LLC, a Florida limited liability company,
who freely and voluntarily executed this instrument on behalf of said Florida limited liability company.
He is personally known to me or has produced _____ as identification or is known to me
personally.

(Seal)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

My Commission Expires: