

Solicitation 975-11962

Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Bid Designation: Public



City of Fort Lauderdale

Bid 975-11962

Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Bid Number 975-11962
Bid Title Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Bid Start Date May 19, 2017 4:41:25 PM EDT
Bid End Date Jul 6, 2017 2:00:00 PM EDT
Question & Answer End Date Jun 29, 2017 5:00:00 PM EDT

Bid Contact Hendry J Lopez
 Procurement Specialist I
 Finance / Procurement
 hlopez@fortlauderdale.gov

Pre-Bid Conference Jun 19, 2017 1:30:00 PM EDT
Attendance is optional
Location: Fort Lauderdale Executive Airport
Conference Room
6000 NW 21st Avenue
Fort Lauderdale, FL 33309

Addendum # 1

New Documents Exhibit 3 Overall Site Plan.pdf
 Exhibit 4 FXE Stadium Property Condition Assessment Report.pdf
 Exhibit 5 ULI Tap Report.pdf
 Exhibit 6 Cypress Creek powerline counts.pdf

Changes were made to the following items:
 Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Addendum # 2

New Documents Exhibit 7 Maps.pdf

Changes were made to the following items:
 Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Addendum # 3

New Documents Exhibit 8 Executed License Agreement with Miami FC LLC dba Fort Lauderdale Strikers.pdf

Changes were made to the following items:

Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Addendum # 4

New Documents Pre-Bid Meeting Sign In Sheet.pdf

Changes were made to the following items:

Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) for a long-term lease and development of an entertainment and/or athletic venue on Parcel 19B, 25, 26 and 27 combined located at the Fort Lauderdale Executive Airport in the Industrial Park, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Prospective respondents may propose alternative uses for consideration; however, entertainment and athletic uses are preferred.

Residential uses will not be considered. Proposed uses are subject to Federal Aviation Administration ("FAA") review related to the operations of the adjacent airport. The City will be accepting offers that include a Project of significant development.

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

All questions must be submitted in writing through the BidSync questions and answers section. The entire Bid must be submitted in accordance with the Instructions To Bidders contained in this RFP. BidSync will charge no fee on awards made by the City of Fort Lauderdale.

Added on May 19, 2017:

Addendum No. 1 has been issued and included with this solicitation. The following section has been modified, section **2.24 Insurance Requirements**. Please refer to document titled "11962-Addendum No. 1". All other terms, conditions, and specifications remain unchanged.

Added on Jun 11, 2017:

Pre-bid Meeting has been scheduled. See Addendum No. 2 and Pre-Bid section in BidSync for details. All other terms, conditions, and specifications remain unchanged.

Added on Jun 19, 2017:

Exhibits 3, 4, 5, and 6 were added. All other information remain unchanged.

Added on Jun 20, 2017:

Exhibit 7 was added. All other information remain unchanged.

Added on Jul 2, 2017:

Exhibit 8 was added. All other information remain unchanged.

Added on Jul 3, 2017:

Pre-Bid meeting sign in sheet was attached. All other information remain unchanged.

Addendum # 1

Addendum # 2

Addendum # 3

Addendum # 4

City of Fort Lauderdale
Lease of Vacant Parcels at Fort Lauderdale Executive Airport
RFP # 975-11962

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) for a long-term lease and development of an entertainment and/or athletic venue on Parcels 19B, 25, 26 and 27 combined located at the Fort Lauderdale Executive Airport in the Industrial Park, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). Prospective respondents may propose alternative uses for consideration; however, entertainment and athletic uses are preferred. **Residential uses will not be considered.** Proposed uses are subject to Federal Aviation Administration (“FAA”) review related to the operations of the adjacent airport. The City will be accepting offers that include a Project of significant development.

1.2 Submission Deadline

Sealed proposals shall be delivered during the City’s normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City’s normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the parcels, the condition of the property, the scope of the City’s requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Hendry Lopez at (954) 828-5189 or email at hlopez@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Payment

A lease payment schedule mutually agreed upon may be developed with the awarded vendor.

2.7 Related Expenses/Travel Expenses

The City will not accept any additional costs.

2.8 Payment Method

All payments required to be made by Lessee under this Lease Agreement shall be made payable to the "City of Fort Lauderdale," and shall be delivered or mailed to the address below, or to an address as may be substituted therefore by the Lessor:

City of Fort Lauderdale
Attn: Department of the Treasury
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services – N/A

2.12 No Exclusive Contract - N/A

2.13 Sample Contract Agreement – N/A

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Services to be provided shall include, but not limited to, design, development, construction, maintenance and operation of entertainment and/or athletic venue development, and continuing operation throughout a long-term ground lease agreement of currently undeveloped land at the Uptown area of the city. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and

complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in land lease and development. Firm and those performing the work must be appropriately licensed and registered in the State of Florida as applicable.

2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.16.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.16.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

2.18.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential

utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.21.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security

2.22.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of **ten percent (10%)** of the first year's base rental amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Upon execution of the Lease, a Construction Assurance Deposit (CAD) of **two percent (2%)** of the total proposed construction costs shall be paid to the City in the form of cash or an irrevocable letter of credit. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

2.22.2 Failure of the successful proposer to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2.23 Payment and Performance Bond

Should final contract include construction, a Payment and Performance bond may be required of the contractor and/or subcontractor(s) and included in the resultant contract.

2.24 Insurance Requirements

2.24.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

2.24.2 The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

2.24.3 The Contractor’s insurance must be provided by an A.M. Best’s “A-“rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers’ Compensation and Employers’ Liability Insurance

Limits: Workers’ Compensation – Per Florida Statute 440
Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.25 Award of Lease

A lease (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a lease with the Proposer(s) that is determined to be in the City’s best interests.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Lease has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the lease and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation’s Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage,

act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.29.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 2.29.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.29.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.29.4** The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this lease are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A

2.33 Lease Period

The initial contract term shall commence upon date of award by the City or Noticed to Proceed, whichever is later, and shall expire no longer than fifty years from that date per City Charter.

2.34 Payment Adjustments

Payments shall be made in monthly installments, in advance of the month, plus applicable sales tax to the extent sales tax is due on Rent owed to a governmental body and provided, however, if this transaction is subject to an exemption from the obligation to remit sales tax, Lessee shall not be required to pay sales tax on Rent.

It is agreed between Lessor and Lessee that the Rent specified above shall be subject to an increase annually beginning one year after the Commencement Date. Such adjustments shall be the greater of a 1% increase or an increase based on the Cost of Living Index, as defined in this Lease Agreement, which adjustment will not be greater than 5% in any given year reset and continuing thereafter annually throughout the term. Adjustments shall be

based upon the Cost of Living Index known as the Consumers' Price Index, United States, All Urban Consumers, for the period in which the year 1982-84 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor. For computation purposes, the Numerator and Denominator are defined as follows:

Numerator - The Consumer Price Index for the third (3rd) month preceding each Lease adjustment date.

Denominator - The Consumer Price Index for the month of the Commencement Date of the Lease.

The resulting fraction shall be applied to the Rent to arrive at the new annual rental. Should the Bureau mentioned above discontinue the publication of an Index approximating the Index identified above, then such Index as may be published by another United States governmental agency which most nearly approximates the Index referred to above shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing such Index. At no time shall the annual rent be adjusted below the Rent initially set forth above.

2.35 Service Test Period – N/A

2.36 Lease Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Lease Performance Reviews and Ratings – N/A

2.38 Substitution of Personnel – N/A

2.39 Insurance for Collection of Credit Card Payments – N/A

2.40 Ownership of Work – N/A

2.41 Condition of Trade-In Equipment – N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.43 Verification of Employment Status – N/A

2.44 Service Organization Controls – N/A

2.45 Warranties of Usage – N/A

2.46 Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any lease entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2.47 Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

2.48 Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information

The City of Fort Lauderdale is seeking a qualified and responsible firm for a long-term land lease and development of an entertainment and/or athletic venue on Parcel 19B, 25, 26 and 27 combined at the Fort Lauderdale Executive Airport Industrial Park. The city prefers proposals involving entertainment and athletic venues. **Residential uses will not be considered.** All sites and proposed uses are subject to Federal Aviation Administration (FAA) review.

AVIATION RESTRICTIONS ON LAND DEVELOPMENT

Interested parties shall comply with FAA regulations that impact development on land parcels adjacent to, or at runway ends, and comply with FAA Order 8260.3B - United States Standard for Terminal Instrument Procedures (TERPS) and FAA Part 77 - Safe, Efficient Use and Preservation of the Navigable Airspace. Any development must be consistent with criteria and standards set by FAA rules and regulations. FAA regulation Part 77 requires submission of Form FAA 7460-1 "Notice of Proposed Construction or Alteration" to the FAA for any construction or alteration that impacts airport operations. Interested parties are responsible for completing and submitting the Form FAA 7460-1 to the FAA for this development project. Additional information on compatible land uses is provided by the FAA at http://www.faa.gov/airports/environmental/land_use/

3.2 Additional Requirements

To ensure the preservation and enhancement of the public beneficial enjoyment of certain portions of the Premises, Lessee shall construct no less than four new soccer fields, which shall be deemed "Public Assets" and maintain Fort Lauderdale and/or Lockhart stadium, all in accordance with the Conceptual Site Plan. The Public Assets and Stadium shall be managed by Lessee, which management includes Lessee's right to establish hours of operation, security and rules and regulations governing the use of the Public Assets and Stadium. Subject to Lessee's scheduling, the Public Assets shall be made available for use by the City, provided, however, and subject to such scheduling; Lessee shall provide the City with no fewer than 180 days' use.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer’s inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Section 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Section 119.07 of the Florida Statutes. Any language contained in the Proposer’s response to the RFP purporting to require confidentiality of any portion of the Proposer’s response to the RFP, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Section 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes Section 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any

person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4.1.6 One original and one copy plus five electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD/USB in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly

involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

a. Proposal Certification

Complete and attach the Proposal Certification provided herein.

b. Revenue Proposal

Provide revenue proposal using the form provided in this request for proposal.

c. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

d. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section

e. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

4.2.9 Project Description

Each Proposer shall submit a project description which shall include a detailed narrative describing all relevant aspects of the Project, proposed site plans, proposed construction schedule etc. The description should address the proposed uses such as, but not limited to:

- a. Type and size of the development program (gross and net square footages).
- b. Description of the proposed uses, a list of potential tenants and any letters of interest and/or intent from potential tenants.
- c. The total cost to develop the Site.
- d. Proposer's unconditional Promised Capital Investment in Improvements to the leased parcels of land.
- e. Economic benefit to the City from the Proposer's proposed development and use of that developed land.
- f. Compatibility of proposed land use with the Uptown Area.
- g. A set of concept sketches showing the proposed Project and a set of schematic renderings of the proposed Project showing the principal elevations and massing, floor plans for each use, streetscape and landscape plans, entry feature and signage.
- h. A description of sustainable building practices that will be incorporated into the project during construction.

4.2.10 Term Sheet Requirements

Each Proposer must submit a term sheet containing, at minimum, information for the following:

- A. Initial Lease Term (Not to Exceed 50 years)
- B. Options to Extend
- C. Base Rent
- D. Additional Rent
- E. Operating Expenses
- F. Deposit Amount
- G. Contingencies
- H. Sublease and Assignment
- I. Holdover

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposers, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Qualifications of Firm and Project Team	20%
Capital Contribution & Sustainability	20%
Approach to Scope of Work	15%
References, Past Performance	15%
Annual Revenue (Rent)	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to the proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. In the City's best interest, the City reserves the right to negotiate all terms, pricing, deliverables, and services.

The Selection and Evaluation Committee will score and rank all responsive proposers and submit the results of their evaluation to the City Manager or designee with their recommendation. The City Commission, City Manager or designee will determine with which Proposer(s) the City shall negotiate, if any. In its sole discretion, the City may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to lease at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Proposer must quote firm, fixed, lease payment identified in this request for proposal.

Notes:

.

1. Initial Lease Term _____ **Year(s)**

2. Option to Extend Term _____ **Year(s)**

3. Base Rent \$ _____

4. Additional Rent \$ _____

5. Deposit Amount \$ _____

Respondent agrees to lease Parcel 19B, 25, 26 and 27 combined at the price in accordance with the terms, conditions and specifications contained in this Proposal.

Submitted by:

Name (printed)

Signature

Date

Title

DESCRIPTION: PARCEL(S) 25, 26, AND 27 COMBINED

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 119, P. 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID F-X-E PLAT; THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE AND THE LIMITS OF SAID F-X-E PLAT, A DISTANCE OF 270.63 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12 AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 88°10'19" WEST, A DISTANCE OF 348.58 FEET; THENCE NORTH 51°34'11" WEST, A DISTANCE OF 410.54 FEET; THENCE NORTH 38°25'49" EAST, A DISTANCE OF 225.00 FEET; THENCE NORTH 57°16'49" WEST, A DISTANCE OF 525.86 FEET, THE LAST TWO DESCRIBED COURSES BEING ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARIES OF THE A RUNWAY PROTECTION ZONE (RPZ) OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 13-31; THENCE NORTH 02°05'28" WEST, A DISTANCE OF 1742.31 FEET; THENCE SOUTH 87°54'32" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 02°05'28" WEST, A DISTANCE OF 448.40 FEET; THENCE NORTH 83°25'05" EAST, ALONG A LINE PARALLEL WITH AND 750.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 8-26, A DISTANCE OF 1197.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTHWEST 12 AVENUE, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 35°15'36" EAST FROM SAID POINT; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 56°50'34" AND AN ARC DISTANCE OF 386.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°04'39" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2697.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 2,616,330 SQUARE FEET OR 60.0627 ACRES, MORE OR LESS.

TOGETHER WITH: PARCEL 19-B

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 119, P. 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID F-X-E PLAT; THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE AND THE LIMITS OF SAID F-X-E PLAT, A DISTANCE OF 270.63 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12 AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

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NORTH RIGHT-OF-WAY NORTH 88°10'19" EAST, A DISTANCE OF 40.77 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,460.00 FEET, A CENTRAL ANGLE OF 04°31'51" AND AN ARC DISTANCE OF 194.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,340.00 FEET, A CENTRAL ANGLE OF 01°39'57" AND AN ARC DISTANCE OF 68.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTH ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 94°05'40" AND AN ARC DISTANCE OF 57.48 FEET; THENCE NORTH 02°04'39" WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTHWEST 12TH AVENUE, A DISTANCE OF 230.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 185,477 SQUARE FEET OR 4.26 ACRES, MORE OR LESS.

TOGETHER WITH: PARCEL 19-B

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 119, P. 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID F-X-E PLAT; THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE AND THE LIMITS OF SAID F-X-E PLAT, A DISTANCE OF 270.63 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12 AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

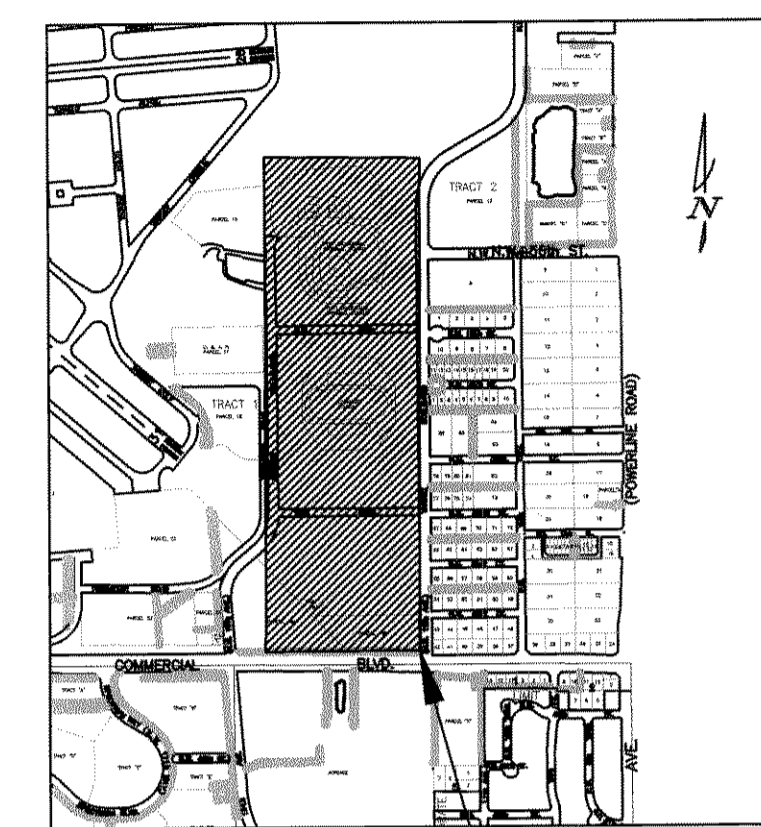
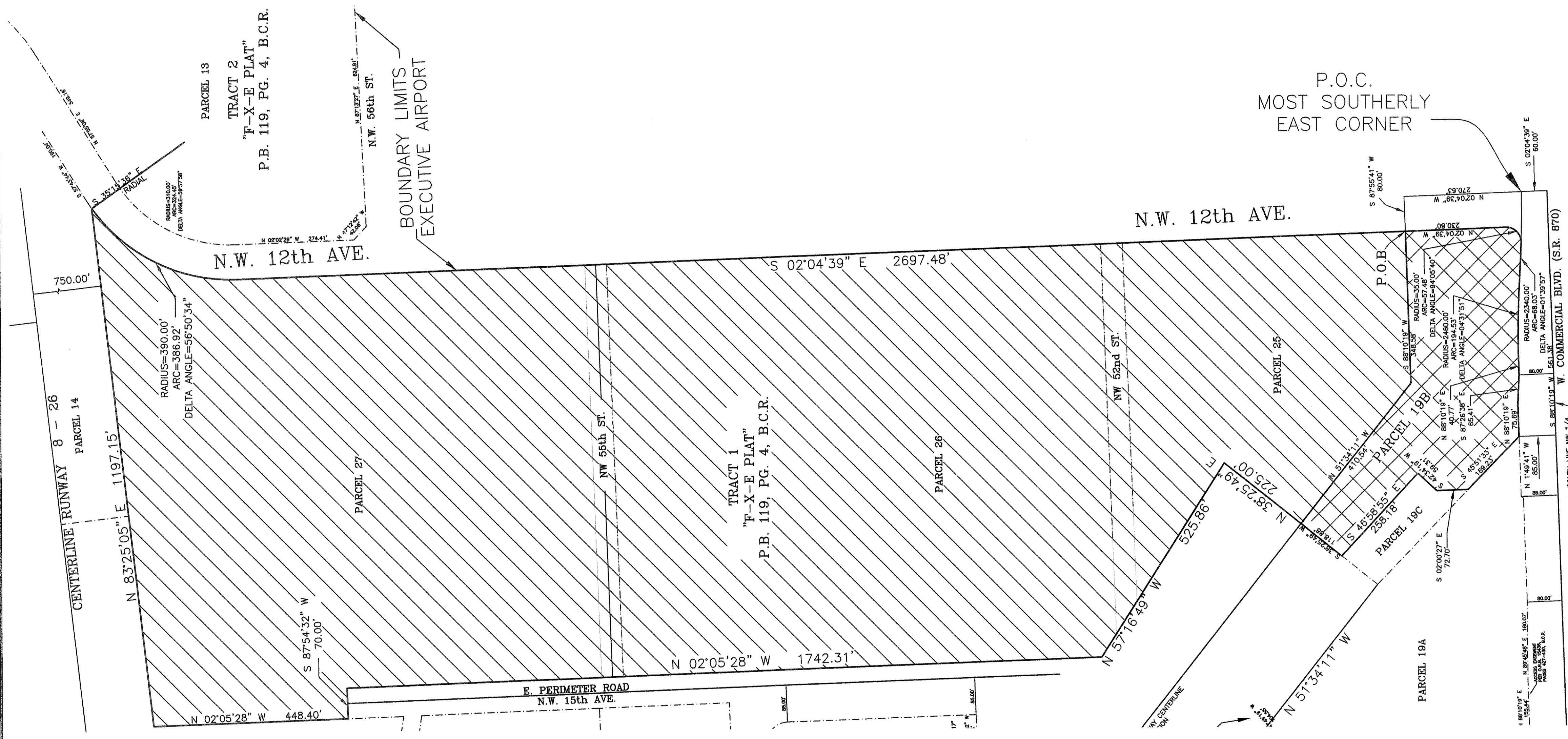
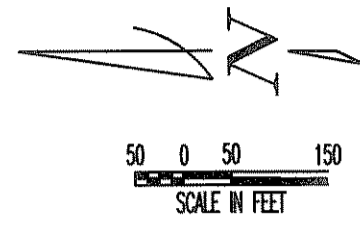
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SKETCH AND DESCRIPTION

LEGEND

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.B. = PLAT BOOK
- P.G. = PAGE
- B.C.R. = BROWARD COUNTY RECORDS
- R.P.Z. = RUNWAY PROTECTION ZONE



SITE LOCATION (N.T.S.)

DESCRIPTION: PARCEL(S) 25, 26, AND 27 COMBINED

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 119, P. 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID F-X-E PLAT; THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE AND THE LIMITS OF SAID F-X-E PLAT, A DISTANCE OF 270.63 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12 AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 2,616,330 SQUARE FEET OR 60.0627 ACRES, MORE OR LESS.

TOGETHER WITH: PARCEL 19-B

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 119, P. 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID F-X-E PLAT; THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE AND THE LIMITS OF SAID F-X-E PLAT, A DISTANCE OF 270.63 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12 AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 88°10'19" WEST, A DISTANCE OF 348.58 FEET; THENCE NORTH 51°34'11" WEST, A DISTANCE OF 410.54 FEET; THENCE SOUTH 38°25'49" WEST, A DISTANCE OF 118.88 FEET; THENCE SOUTH 46°58'55" EAST, A DISTANCE OF 258.18 FEET; THENCE SOUTH 42°34'19" WEST, A DISTANCE OF 59.31 FEET; THENCE SOUTH 02°00'27" EAST, A DISTANCE OF 72.70 FEET; THENCE SOUTH 45°51'33" EAST, A DISTANCE OF 169.23 FEET; THENCE NORTH 88°10'19" EAST, A DISTANCE OF 75.69 FEET; THENCE SOUTH 87°26'38" EAST, A DISTANCE OF 65.41 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COMMERCIAL BOULEVARD; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY NORTH 88°10'19" EAST, A DISTANCE OF 40.77 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,460.00 FEET, A CENTRAL ANGLE OF 04°31'51" AND AN ARC DISTANCE OF 194.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,340.00 FEET, A CENTRAL ANGLE OF 01°39'57" AND AN ARC DISTANCE OF 68.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTH ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 94°05'40" AND AN ARC DISTANCE OF 57.48 FEET; THENCE NORTH 02°04'39" WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE, A DISTANCE OF 230.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 185,477 SQUARE FEET OR 4.26 ACRES, MORE OR LESS.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES (1983/90) USING THE EAST LINE OF PARCEL 26 PER 'FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING N 02°04'39" W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- 4) HEIGHT OF BUILDING OR OBJECTS, MOVING OR STATIONARY, OVER THE ENTIRE DESCRIBED TRACT SHALL BE RESTRICTED TO AVOID BEING OBSTRUCTIONS TO NAVIGABLE AIRSPACE AS SET FORTH IN "CODE OF FEDERAL REGULATIONS, TITLE 14, SUB-CHAPTER E, PART 77" AS APPLICABLE FOR SAID AIRPORT.
- 5) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: MAY 12, 2015

Michael W. Donaldson
 MICHAEL W. DONALDSON
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
 STATE OF FLORIDA

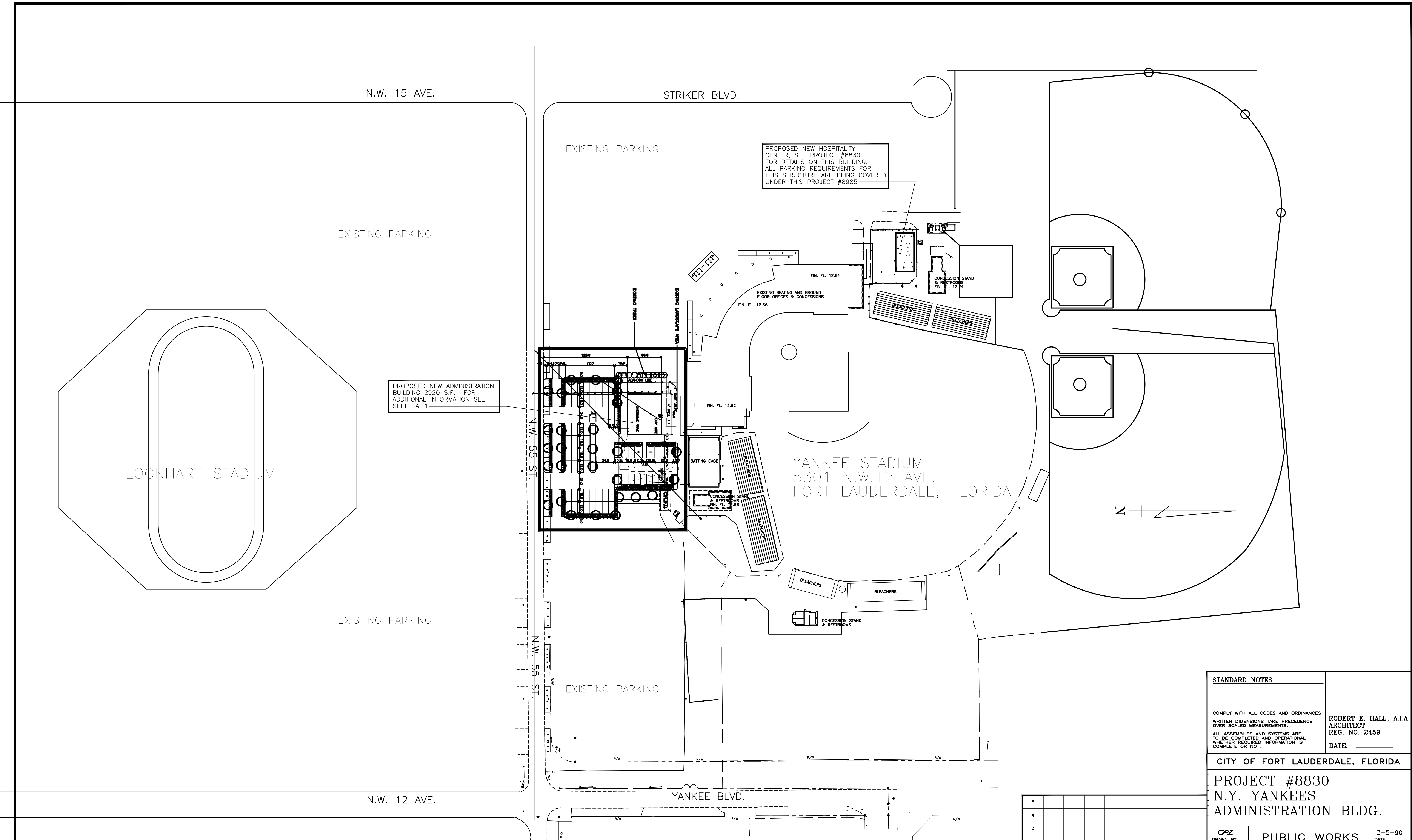
DATE:	8/29/2013
DRAWN BY:	S.M.P.
DESIGNED BY:	SCALE: 1" = 150'
CHECKED BY:	MD
FIELD BOOK:	MD

CITY OF FORT LAUDERDALE
 PUBLIC WORKS DEPARTMENT
 ENGINEERING & ARCHITECTURE
 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHKD	DESCRIPTION

PROJECT # P-11404
FXE PARCEL(S) 19B, 25, 26 & 27 COMBINED
SKETCH & DESCRIPTION
TRACT 1
NW CORNER COMMERCIAL AND NW 12 AVE

SHEET NO.	OF
1	1
TOTAL:	1
CAD FILE:	FXE PARCEL 25
DRAWING FILE NO.	4-133-32-1014



PROPOSED NEW HOSPITALITY CENTER, SEE PROJECT #8830 FOR DETAILS ON THIS BUILDING. ALL PARKING REQUIREMENTS FOR THIS STRUCTURE ARE BEING COVERED UNDER THIS PROJECT #8985

PROPOSED NEW ADMINISTRATION BUILDING 2920 S.F. FOR ADDITIONAL INFORMATION SEE SHEET A-1

YANKEE STADIUM
5301 N.W. 12 AVE.
FORT LAUDERDALE, FLORIDA

LOCKHART STADIUM

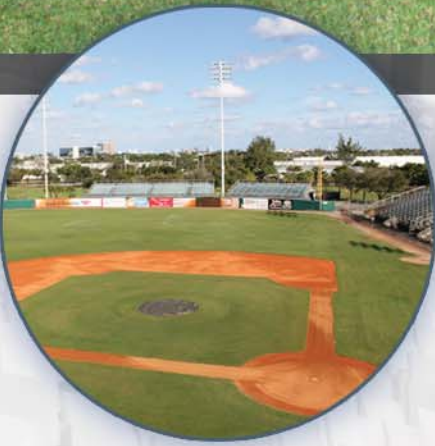
OVERALL SITE PLAN

1" = 60'-0"

STANDARD NOTES			
COMPLY WITH ALL CODES AND ORDINANCES WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS.		ROBERT E. HALL, A.I.A. ARCHITECT REG. NO. 2459	
ALL ASSEMBLIES AND SYSTEMS ARE TO BE COMPLETED AND OPERATIONAL WHETHER REQUIRED INFORMATION IS COMPLETE OR NOT.		DATE: _____	
CITY OF FORT LAUDERDALE, FLORIDA			
PROJECT #8830 N.Y. YANKEES ADMINISTRATION BLDG.			
DRAWN BY: CPZ		PUBLIC WORKS	
CHECKED BY: ARCHITECTURAL DESIGN		DATE: 3-5-90	
AS SHOWN SCALE: ROBERT E. HALL, A.I.A., ARCHITECT		SHEET: C-1	
CAD FILE: HOSC1.DWG		DRAWING FILE NO: 4-114-34	

NO.	DATE	BY	CHK.	REMARKS
5				
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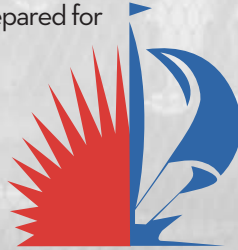
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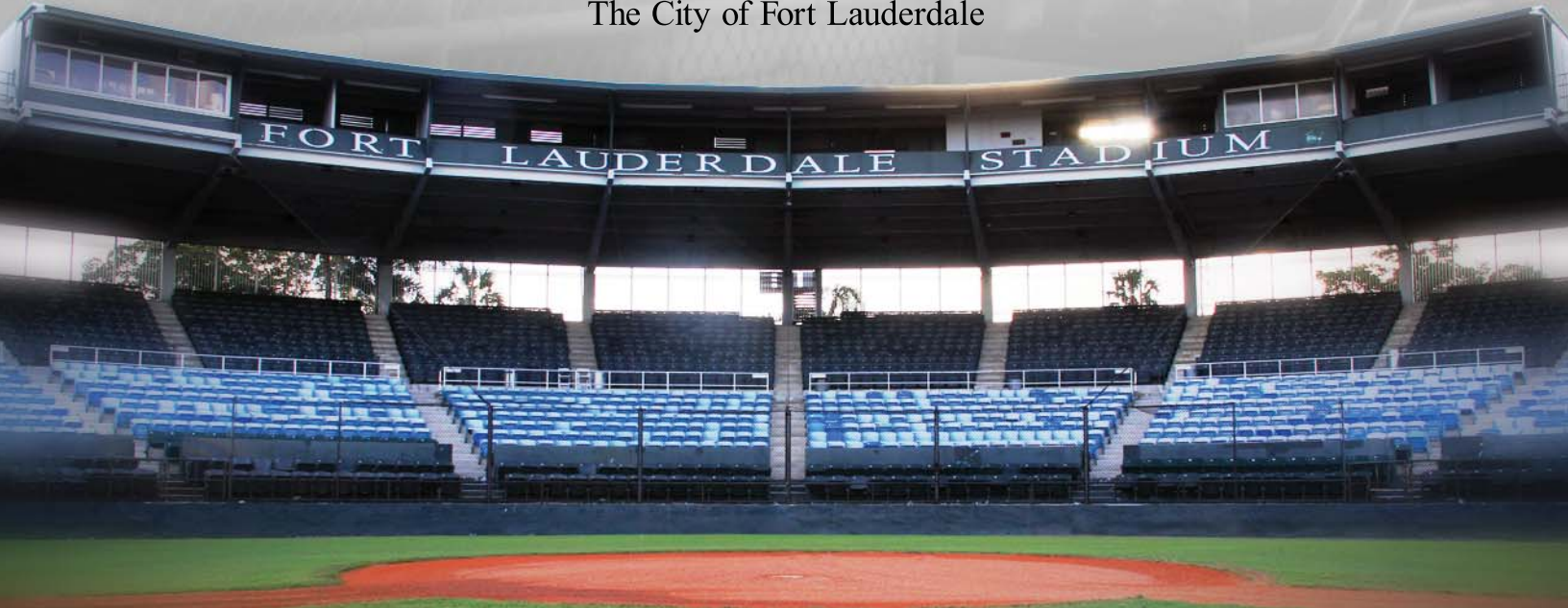
Property Condition Assessment Engineering Report

FORT LAUDERDALE EXECUTIVE AIRPORT STADIUM EVALUATION

Prepared for



The City of Fort Lauderdale



Prepared by



Kimley-Horn
and Associates, Inc.



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Executive Summary

The City of Fort Lauderdale owns two stadium facilities on Fort Lauderdale Executive Airport property: Lockhart Stadium and Fort Lauderdale Stadium, that were built in 1959 and 1962, respectively.

The City of Fort Lauderdale is in the process of evaluating options relative to the future of the property. The purpose of this report is to assist in that evaluation by providing an Assessment and to develop an opinion of probable costs for the following five scenarios:

1. Update buildings and facilities to meet *Current Codes*.
2. Update stadiums and ancillary facilities to meet *Current Code* and potential *Facility Upgrades* based on current need and minimum marketability.
3. Review *Proposed "Wish List" Upgrades* requested by the current operator the "Fort Lauderdale Strikers" of the North American Soccer League and the City of Fort Lauderdale Parks and Recreation Department.
4. Determine required *Annual Maintenance*.
5. Estimate cost if *Demolition of the* entire site was to be considered.

Kimley-Horn and Associates (KHA) was contracted by the City of Fort Lauderdale to undertake a Property Condition Assessment (PCA) and prepare the required estimates of costs. The KHA team performed a visual assessment and code review of the existing facilities. An overall aerial view of the stadiums and their ancillary support structures are illustrated in **Figures 1 and 2**.

As part of the evaluation process, KHA representatives met with Tim Robbie of the Strikers, current property operator for Lockhart Stadium, and Gladys Pettily and Deanna McAtamney from the City of Fort Lauderdale Parks and Recreation Department to discuss known and apparent problems, as well as potential upgrades and future property uses.

Due to the age of the structures, the structural capacity of the facilities is in fair condition, but they are approaching the end of their remaining useful life unless restoration efforts are undertaken.

From an accessibility perspective, both structures are significantly deficient by current Florida Building Code requirements, specifically with regards to the number of accessible seats, ramps, elevators, overall route access, as well as designated ADA parking spaces.

In addition to ADA deficiencies, based on the reported capacity of 18,000 seats at Lockhart and 8,000 seats at the baseball stadium, the number of restroom fixtures and facilities are greatly below current minimum code requirements.



The lack of fire alarms and the fact that there is insufficient lighting also need to be corrected to meet current Life Safety criteria.

The landscaping at both facilities do not comply with current land development code.

With regards to environmental concerns associated with either demolition or reconstruction, the presence of asbestos materials, lead-based paints and mold growth were noted in limited amounts, particularly at the baseball facility.

The anticipated costs associated with the five scenarios described above can be summarized as follows:

DESCRIPTION	LOCKHART SOCCER STADIUM	FT LAUDERDALE BASEBALL STADIUM
<i>Current Code</i>	\$ 3,733,346	\$ 4,116,388
<i>Code + Upgrade</i>	\$ 6,089,688	\$ 6,148,312
<i>Wish List</i>	\$ 3,733,000	\$ 50,000
<i>Annual Maintenance</i>	\$ 500,000 *	\$ 500,000 *
<i>Demolition</i>	\$ 2,600,000	\$ 2,500,000

*Annual average budget for maintenance cost for the first 10 years of operation.



General Description and Background

Lockhart Stadium

Lockhart Stadium is currently the home of the Fort Lauderdale Strikers of the North American Soccer League.

The soccer stadium facilities include approximately 20 rows of bench seating on the North and South Grand Stands and approximately 30 rows of bench seating on the East and West Grand Stands. The stadium property includes four ticket booths, field lighting for night games, asphalt pavement parking drive aisles and grass parking areas. Concession stands, locker rooms, storage space, office space, first aid station and restrooms are located both at the North Field House and under the North Grand Stand. The South Field House and the area under the South Grand Stand contain restroom facilities, concession stands, storage space and electrical rooms.

An overall site plan indicating the location of all the Lockhart stadium facilities is shown in **Figure 1**.

Fort Lauderdale Stadium

Fort Lauderdale Stadium was the spring training home for the New York Yankees from 1962 to 1995. From 1996 to 2009 the Baltimore Orioles held their spring training at the stadium.

The baseball stadium facilities include one main baseball stadium with seating, six sets of sideline bleachers, three separate concession stand/restroom buildings, batting cage, field lighting and asphalt parking lots. Ticket box offices, concession stands, restroom facilities, locker rooms, and office space are also available in the main stadium building. Two baseball fields are located north of the main field. These fields, along with the open grassed areas along the east side of the fields have been used for soccer and other open field events.

In 1990, two new stand-alone structures, a hospitality building and an administration building with staff/valet parking, were built to accommodate the New York Yankees staff.

It is important to note that although this facility was used in the past as a spring training facility, the Major League Baseball minimum facility requirements have been updated. As a result, the baseball facility cannot be refurbished within its existing footprint and configuration to meet the league's current criteria. The improvements needed for league play would require that the entire facility be demolished and re-built. Compliance with league criteria is outside the scope of this report. Therefore, the improvement options identified in this PCA only address improvements to restore the facility for current uses.



Property Condition Assessment Report
City of Fort Lauderdale, Florida
March 11, 2013
KHA# 044693060

An overall site plan indicating the location of all the Fort Lauderdale baseball stadium facilities is shown in **Figure 2**.

Figure 1

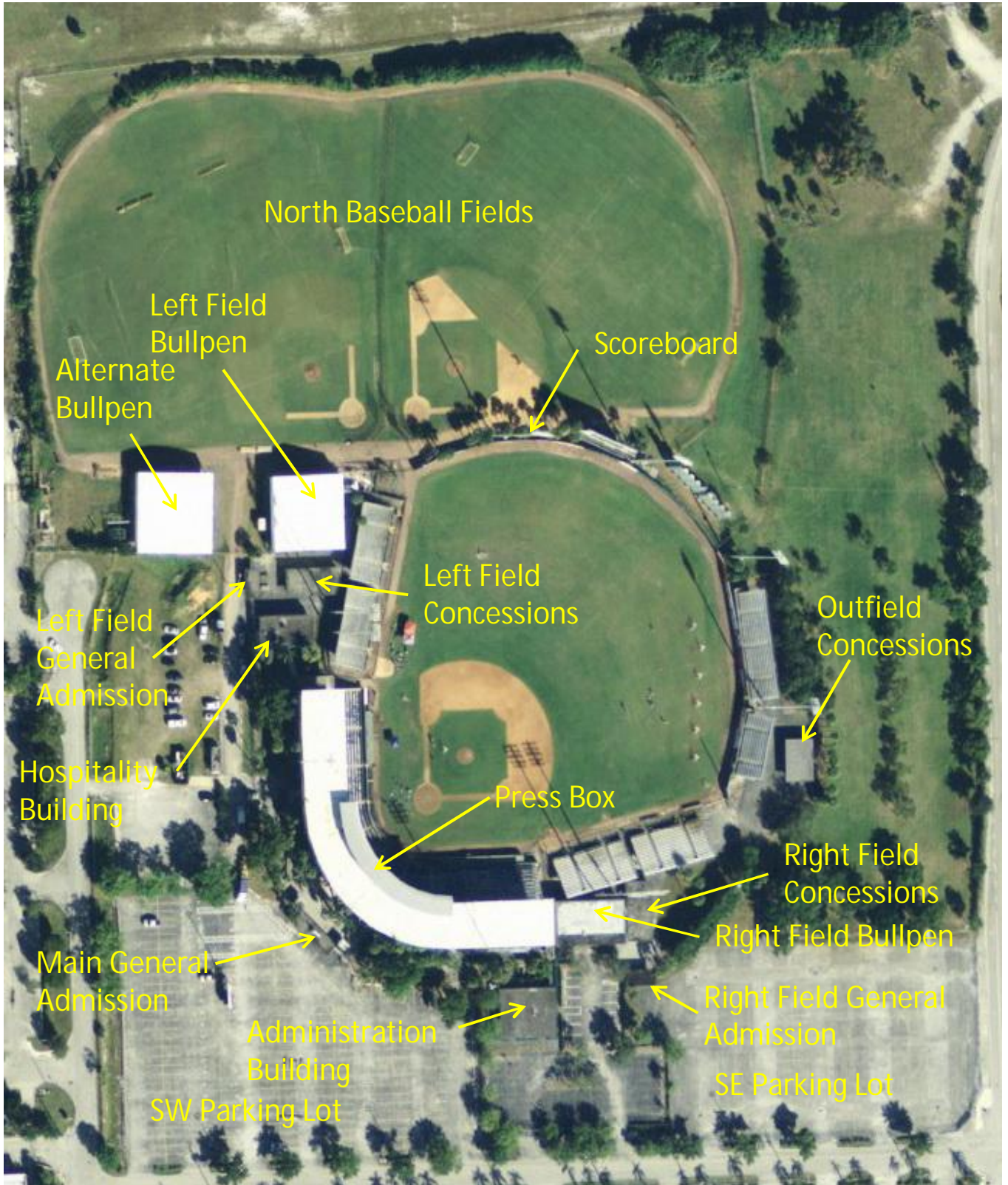
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 <p>Kimley-Horn and Associates, Inc.</p> <p>© 2013 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE (561) 845-0665 FAX (561) 863-8175 WWW.KIMLEY-HORN.COM CA 0000696</p>	<p>FXE STADIUM EVALUATION LOCKHART STADIUM SITE PLAN KEY</p>		<p>SHEET NUMBER</p> <p>1</p> <p>1 of 1</p>

Figure 2



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1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE (561) 845-0665 FAX (561) 863-8175
WWW.KIMLEY-HORN.COM CA 0000696

**FXE STADIUM EVALUATION
FORT LAUDERDALE STADIUM
SITE PLAN KEY**

SHEET NUMBER	1
	1 of 1

CAM #17-1014



Purpose

This report was prepared by Kimley-Horn and Associates, Inc. (“KHA”) to summarize the findings of the Property Condition Assessment (“Assessment” or “PCA”).

The purpose of the Assessment included the following objectives:

- Perform a forensic survey of the stadium properties to identify and evaluate visually identifiable deficiencies and code violations.
- Develop probable construction costs to correct deficiencies and bring the structures up to current building and accessibility codes.
- Identify improvements that may be beyond code requirements but are required to make the property more marketable and develop probable construction costs for those elements.
- Estimate approximate costs of demolishing the existing structures, including identification and removal of hazardous materials.
- Identify annual maintenance requirements and establish a budget for that maintenance.
- Compile a wish list of potential upgrades and associated costs after meeting with representatives from the Strikers and the City of Fort Lauderdale Parks and Recreation Department.

Method of Evaluation

The on-site data collection efforts were conducted during January and February of 2013.

The data collection consisted of a review of the available plans and documents provided to us by the City, and detailed visual observations and photo documentation of the property. Environmental data collection for the performance of the limited asbestos, mold, and lead survey was also performed including laboratory testing where appropriate.

The on-site evaluation team consisted of KHA personnel along with its subconsultants: Environment Consulting & Technology, Inc (“ECT”), C&W Engineering, Inc., Timothy Clark Glass, Inc. (“TCG”), and Connico Incorporated. Details of all findings and observations of all the site elements, organized by building designation, including representative photographs, are included in **Appendix A**.

Specifically, Bob Ketchum, Ben Messerschmidt, Brent Lenzen and Angelina Fairchild from KHA reviewed the structural, architectural and mechanical elements; Jackson Hubbard and Michael Duvall from ECT reviewed asbestos, mold, and lead elements; José Reyes from C&W reviewed the electrical elements; Timothy Clark from TCG reviewed the glass/window elements, and Derek Brown from Connico reviewed demolition and maintenance cost elements.



The environmental data collection included the removal and testing of finishes and materials as documented in the report (**See Appendix B**) by Environmental Consulting and Technology, Inc. (“ECT”).

On February 14, 2013, KHA representatives Dave Bardt and Angelina Fairchild, along with Mr. Rufus James from the City, met with Tim Robbie of the Strikers, current property operator for Lockhart Stadium, and Gladys Penttila and Deanna McAtamney from the City of Fort Lauderdale Parks and Recreation Department to discuss apparent problems, and potential upgrades and future property uses.

With regard to usage, Lockhart Stadium has accommodated both semi-pro soccer and high school football games in the past. The locker room facilities are inadequately sized for either sport’s current needs when training room space is factored in, but the semi-pro Strikers have been using them in combination with a trailer. A pro football team however dresses out more players than a soccer team by a factor of four. During this meeting it was determined that this report would not include the expansion of the locker rooms to accommodate a football team, but would be adequately sized to accommodate pro soccer team.

On-going maintenance was also discussed with the City representatives. It was noted that the most in-demand space are the open-field grassed spaces east of the baseball stadium. This area does not have an irrigation system, nor does it have the capability of providing power for portable facilities for special events. The lack of an irrigation system requires manual watering of the turf which is very labor intensive and increases annual maintenance costs. The ability to provide electricity for special events is seen as a way to increase usage of the facility and therefor increase marketability.

At this meeting it was also reported by City Staff that the “Legends” baseball event that took place this year is likely to be the last time that event is held.

Information provided by the City on existing maintenance expenses was used in conjunction with a projected maintenance schedule to develop an annual maintenance cost projection. Details of this projection are contained in **Appendix C**.

The final element of the evaluation was the determination of the cost to demolish the existing facilities and return the site to a vacant grassed area. The results of this evaluation are documented in **Appendix D**.



Summary of Observations

The following is a summary of the major items identified during the Assessment, particularly in regards to code compliance.

The Assessment identifies deficiencies and provides upgrades with the intent of making the facilities compliant with current codes and safety criteria to meet their current function and use. These improvements will increase the marketability of the facilities while complying with current ADA criteria.

For code compliance analysis purposes, the existing maximum seating capacity of each stadium has been reported as 18,000 seats at Lockhart and 8,000 seats at the baseball stadium.

Parking

Based on the above seating capacity numbers, the number of required parking spaces for Lockhart stadium is around 4,500, and the number of required parking spaces for the for baseball stadium is about 2,000. Available existing marked parking area space counts are approximately 1,650 spaces and 600 spaces near Lockhart and the baseball stadiums, respectively, not including available overflow event parking on the open grassed areas surrounding both facilities.

There is adequate parking between the designated parking areas for both facilities and the open grassed areas to accommodate sold-out events at either stadium, so long as they are not concurrent events.

Accessible route delineation, markings, signage and quantity of handicap parking stalls however, are severely deficient by the City's current land development code requirements. Based on seating capacity, the current code ADA parking space requirement is 190 spaces for Lockhart and 90 spaces for Fort Lauderdale Stadium. Although many of these spaces can be provided on existing paved parking areas, it would require stripping and signage modifications and would occupy a significant portion of the near-stadium spaces. Alternatively, remote ADA parking, with appropriate transfer transportation and notification could be used in conjunction with the existing ADA spaces to reach an optimum arrangement based on expected crowds vs. maximum seating capacity.

Restrooms

The compliance requirements for restroom facilities is also based on the stadium seating capacities, and the existing number of fixtures are significantly below the current minimum code requirements. ADA access to some of the portable restroom facilities is compromised by splintering handrails and curled ramp floorboards.



Accessibility within Stadiums

Due to changes in Building Code and Accessibility Code criteria since the construction of these stadiums, both stadiums are considerably deficient in regards to ADA accessibility, particularly as it pertains to access to the press boxes, media rooms, and suite or premium seating areas.

The existing concrete ramps on the baseball stadium are too steep and do not have any landings, therefore they do not qualify as accessible ramps.

The number of ADA accessible seating spaces provided in proportion to the total seating capacity of both stadiums is also significantly deficient. The required number of ADA seats based on the total seating capacities of the stadiums are approximately 101 for the soccer stadium and 51 for the baseball stadium.

Structural Integrity

As expected, due to the age of the stadiums, the structural condition of the concrete elements also exhibit deterioration levels that will require significant effort to restore them to their original design capacity. The current condition of these elements is approaching the end of their remaining useful life unless restoration efforts are undertaken. The construction of the existing press boxes does not comply with current wind criteria and hurricane protection requirements.

The roofs of most of the buildings and ancillary facilities have exceeded their intended useful life and are allowing moisture intrusion and compromising the integrity of the building envelope required by the Building Code.

There are no shutters nor is impact glazing installed to protect the openings on any windows throughout the facilities. Transom windows at entrance gates and ticket booths need to have bullet proof glass to meet current standards.

The fold down seats at Lockhart stadium and historic wood slat seats in the grandstand of the baseball stadium are brittle, splintering and do not meet Life Safety Code and need to be replaced.

Site Safety, Fire Alarms and Lighting

There are no fire alarms at either stadium. This is a Life Safety and Fire Protection Code concern.

The overall site landscaping does not conform to current land development code for the City.

Overall lighting of the parking areas and walkways around the exterior of the



stadiums do not provide adequate levels of illumination for pedestrian and vehicular safety. The field lighting at the baseball stadium does not work and was reportedly damaged during one of the recent storms and will need to be replaced.

Support Facilities

The locker room facilities at both stadiums are antiquated and not appropriate for the intended current use of the facilities. At the baseball stadium, the home locker room has water intrusion issues and dilapidated locker stalls that are inadequate to accommodate the required equipment. The visitor locker room is too small and doesn't have direct access to the visitor dugout. The home team locker room in the soccer stadium is adequate in size but does not have lockers that are appropriate for use by semi-pro players and does not have enough space for trainers to attend to injured players. The visitor locker room at Lockhart is remote and even smaller than the home locker room, with similar concerns.

Support and ancillary facilities, such as ticket booths and concession stands, do not have the capability to provide modern payment options, including credit card and computer access. The personnel circulation in the concession areas is very restricted. The kitchen layout and equipment is very inefficient.

Environmental Hazards

The presence of lead based paint and limited asbestos has been confirmed to be present at the baseball stadium, which will require removal if demolition and/or renovation impact the areas where these elements were found.

The presence of asbestos exceeds the regulatory threshold of 160 square feet of regulated asbestos-containing materials, therefore a NESHAP notice to Broward County will be required prior to abatement. The presence of lead in excess of the EPA regulatory standard was found as a coating on the steel support structures and a door frame.

Nominal areas of mold amplification were also observed but will only need to be remediated in the areas to be renovated.

Design

This Assessment does not attempt to identify the actual design of the proposed modifications. Implementation of the improvements to meet current code criteria will require a significant design effort to develop the best solution, the cost and details of which are beyond the scope and intent of this Assessment.



Basis for Opinion of Probable Cost

The opinion of probable costs is based on the required maintenance, useful life and replacement costs of the readily visible material and building elements. This opinion is based on approximate quantities and values, and does not constitute a warranty or guarantee that all item(s) requiring maintenance or replacement were included. Items not incorporated into the estimated costs were operation costs, utility (plumbing, gas or electricity) usage and unpredictable (aesthetic) upgrades.

This opinion of probable costs is based on construction costs developed by published sources such as R.S. Means, KHA's team experience with past costs for similar property elements, and assumptions regarding economic conditions. This opinion should not be interpreted as a bid or offer to perform the work.

It should be understood that actual costs will vary depending on such factors as contractor expertise, previous contractor commitment, seasonal workload, insurance and bonding, and local labor conditions. These factors may cause wide variations in the actual costs as estimated by different bidders. In view of these limitations, the costs presented herein should be considered "order of magnitude" estimates and used for budgeting purposes only. Preparation of a scope of work and contractor bidding are recommended to forecast the actual costs.

Assessment Procedure

The intent of the PCA is to disclose any relevant deficiencies observed during the evaluation of the following applicable and readily accessible building components/disciplines:

1. Roof
2. Structure
3. Fireproofing and Fire Protection Systems
4. Pavement and Parking Areas
5. Drainage Systems
6. Painting
7. Irrigation Systems
8. Plumbing
9. Heating and Cooling Systems (HVAC)
10. Electrical Systems

Observed deficiencies were compiled for each specific building and/or location at the stadiums. The tables of deficiencies included in **Appendix A-1 and A-2** state the significant physical deficiencies that should be addressed.



Each deficiency is categorized as one or a combination of the following types:

Does not meet current or future demand: incorrect or incomplete work, poor workmanship, deterioration/corrosion due to use/time, upgrades to meet current or future use.

Code Violation: non-compliance with applicable building codes including referenced standards.

Each observation includes a description of the relevant criteria or an explanation of the deficiency. Representative photographs of noted deficiencies are provided below each table of deficiencies per location.

During the PCA the field observers did not survey every component of every system. Only representative observations have been made of readily accessible exposed areas. The concept of representative observations extends to all conditions, areas, equipment, components, systems, buildings, etc., to the extent that they are similar and representative of one another. KHA does not guarantee or warrant that all adverse conditions concerning the Property can be or have been discovered and included in this PCA. KHA was not involved during the original design and construction of the Property and therefore cannot determine the quality, accuracy, and code compliance of hidden building components.

Environmental Consulting and Technology, Inc. ("ECT"), conducted a limited asbestos, mold and lead survey to assess existing conditions and provide observations, findings and recommendations. The buildings were evaluated by a certified inspector in accordance with US EPA rules and Florida Administrative Codes. Representative sampling throughout the buildings for the presence of asbestos were conducted and samples sent to an independent laboratory for analysis. Representative sampling was conducted through the buildings for lead, and samples were sent to a National Lead Laboratory Accreditation Program accredited laboratory for analysis. A mold assessment was also performed to determine areas that have conditions that can support mold as well as areas that have visible mold growth present.

All environmental observations, findings laboratory data and recommendations were compiled into a report and can be found in **Appendix B**. A preliminary opinion of probable cost for remediation is also provided.

Connico Incorporated performed a life-cycle maintenance cost analysis based on a 30 year projected maintenance schedule. The schedule was developed jointly with KHA staff to develop on-going costs beyond those required to upgrade the facilities to meet current code. The assumed maintenance schedule and costs are contained in **Appendix C**.

An estimate of the cost to demolish both structures in lieu of bringing them up to code was also developed as part of this Assessment. The demolition cost estimate prepared by Connico is included as **Appendix D**.



Analysis and Cost Estimate Summary Tables

The Assessment process consisted of a visual review of the exterior and interior portions of the building on the property to develop an opinion of probable costs for the following five scenarios:

1. Update buildings and facilities to meet *Current Codes*.
2. Update stadiums and ancillary facilities to meet *Current Code* and potential *Facility Upgrades* based on current need and minimum marketability.
3. Review *Proposed "Wish List" Upgrades* requested by the current operator the "Fort Lauderdale Strikers" of the North American Soccer League and the City of Fort Lauderdale Parks and Recreation Department.
4. Determine required *Annual Maintenance*.
5. Estimate cost if *Demolition of the* entire site was to be considered.

An Environmental/Hazmat Evaluation was also performed by ECT. In summary, the results of the evaluation confirmed that asbestos/ lead and mold are present. The presence of asbestos exceeds the regulatory threshold of 160 square feet of regulated asbestos-containing materials, therefore a NESHAP notice to Broward County will be required prior to abatement. The presence of lead in excess of the EPA regulatory standard was found as a coating on the steel support structures and a door frame. Nominal areas of mold amplification were also observed. The opinion of probable costs discussed in ECT's evaluation has been incorporated into **Tables 2A and 2B (pages 18-19)**. A full copy of ECT's findings and abatement recommendations is included in **Appendix B**.

Reference **Figure 1 – Lockhart Stadium Site Plan Key** and **Figure 2 – Fort Lauderdale Stadium Site Plan Key** for the building locations discussed in the Tables of Opinion of Probable Cost.

This Assessment does not attempt to identify the actual design of the proposed modifications. Implementation of the improvements to meet current code criteria will require a significant design effort to develop the best solution, the details of which are beyond the scope and intent of this Assessment. Therefore, the costs associated with the design of any of the code compliance requirements or upgrade improvements are not included in the cost estimates.

All cost tables represent an Opinion of Probable Construction costs only. No permitting, survey, design, construction oversight or other soft costs are included.



1. Current Codes

Lockhart Stadium and Fort Lauderdale Stadium were built in 1959 and 1962, respectively. **Table 1A & 1B** lists the opinion of probable cost (OPC) to bring visual code violations to current code standards.

All of the cracking, spalling and exposed reinforcing bars in the building structures and stadium seating is included in the code cost to make up for deferred maintenance to restore the structural capacity back to original (applicable) code requirements.

No cost has been included to add parking spaces because it was assumed that both stadiums would not be utilized for a sold-out event concurrently, and that the existing grassed fields could continue to be utilized as overflow parking, as needed.

Table 1A: OPC-Current Code Issues (Lockhart Stadium)

Building / Facility Name	Code Cost
Stadium Concrete Seating Structure	\$341,936
Press Boxes and Elevator	\$267,300
Stadium Site Elements *	\$2,271,720
Gate A General Admission	\$77,060
Gate B General Admission	\$74,200
Gate C General Admission	\$49,500
Gate D General Admission	\$84,920
Locker Rooms Building	\$394,370
Northwest Restrooms	\$3,050
Northeast Restrooms	\$3,420
Southeast Restrooms	\$1,470
South Restrooms	\$53,140
Southwest Restrooms	\$3,600
North and South Concessions	\$1,120
Building 1404T	\$7,080
Building 1405T	\$23,950
Building 1406T	\$21,950
Building 1407T	\$16,870
Southeast Office	\$36,690

TOTAL = \$3,733,346

** Includes addition of landscaping, parking lot lighting, ADA parking, ADA seating, and new restroom buildings to meet Building Code required fixture count.*



Table 1B: OPC-Current Code Issues (Fort Lauderdale Stadium)

Building / Facility Name	Code Cost
Stadium Concrete Seating Structure	\$564,540
Stadium Site Elements *	\$1,466,110
Press Box and Elevator	\$275,290
Stadium Lighting	\$693,753
Boiler Room	\$185,000
Main Switchgear Room	\$48,000
Home Team Clubhouse and Dugout	\$405,500
Maintenance Facility	\$77,330
Stadium Office	\$83,300
First Aid Room	\$11,200
Men's and Ladies Restrooms	\$11,400
Umpire Room and Storage	\$5,800
Visitors' Clubhouse	\$129,095
General Concessions	\$15,000
Hospitality Building	\$31,500
Administration Building	\$53,650
Left Field Concession Building	\$18,500
Outfield Concession Building	\$12,180
Main General Admission Building	\$4,730
Right Field Concession Building	\$18,500
Right Field Bullpen	\$4,600
Right Field Storage Room	\$1,410

TOTAL = \$4,116,388

** Includes addition of landscaping, ADA seating, ADA parking, parking lot lighting, and new restroom buildings to meet Building Code required fixture count.*



2. Current Codes / Facility Upgrade

Based on recommendations by the current property operator, both the home and visitors' locker rooms need at least a 1,000 square foot training room each. Requests were also made to add on a structure which would provide space for meeting rooms and a player's lounge. With the current limited size of the existing locker room, it would possibly be more beneficial to demolish the existing locker room structure and re-build it to accommodate the upgraded requests. In this scenario, the best option would be to demolish the existing locker room structure along with Huts #2, #3 and #4 and replace them with nearly a 10,000 square foot structure which would include both the home and visitors' locker room facilities with training rooms, meeting rooms, a players lounge, facility restrooms and accommodations to replace the current use of the Huts. Below is a cost breakdown of what it would cost to bring the current locker rooms building and Huts #2, #3 and #4 up to current code compared to demolishing all structures and reconstructing it with one structure to serve all purposes. These upgrades are intended to make the facilities compliant with current codes to meet their current function.

Cost of Code Improvements Without Increasing Space	Cost of Complete Demolition and Reconstruction to Increase Locker and Training rooms
\$525,930	\$1,388,720

A large portion of the cost required to bring Lockhart Stadium up to code is adding the additional restroom facilities to meet the stadium capacity requirements. Based on the 18,000 persons stadium capacity, a significant number of restroom fixtures are required to be added to serve the stadium occupants. Due to the current condition of the portable restroom buildings placed at all four corners of the site, it is recommended that these facilities be demolished and new permanent structures be built which will meet the restroom facility requirements per the Florida Building Code. If the existing portable restroom facilities that are currently in poor condition are demolished to add the new restroom facilities, the cost associated with repairing these portable structures will be eliminated. The table below summarizes the cost to refurbish the existing structures and add the remaining needed restrooms compared to the overall cost to demolish these structures and build four permanent restroom facilities in their place.

Cost to Repair Existing Portable Restrooms and Add Required Additional Portable Restrooms	Cost to Demolish Existing Portable Restrooms and Build Permanent Structures to Meet Current Code
\$1,110,510	\$1,276,556



Table 2A & 2B combines the opinion of probable cost (OPC) for both current code issues and renovations required to bring the building up to current and anticipated current need and use requirements.

**Table 2A: OPC-Current Code and Facility Upgrade Issues
(Lockhart Stadium)**

Building / Facility Name	Code and Upgrade Cost
Stadium Concrete Seating Structure	\$451,836
Press Boxes and Elevator	\$308,080
Stadium Site Elements *	\$3,832,042
Gate A General Admission	\$85,560
Gate B General Admission	\$84,950
Gate C General Admission	\$59,980
Gate D General Admission	\$97,780
Locker Rooms Building	\$493,070
Northwest Restrooms	\$54,590
Northeast Restrooms	\$18,760
Southeast Restrooms	\$16,510
South Restrooms	\$79,810
Southwest Restrooms	\$18,640
North Concessions	\$6,000
South Concessions	\$5,330
Building 1404T	\$8,330
Building 1405T	\$36,950
Building 1406T	\$35,090
Building 1407T	\$30,140
Southeast Office	\$51,980
Temporary Shelter	\$177,500
Hut #2	\$9,760
Hut #3	\$19,500
Hut #4	\$3,600
Asbestos Abatement	\$1,200
Mold Abatement	\$2,700
Lead Based Paint Abatement	\$100,000

TOTAL = \$6,089,688

* Includes addition of landscaping and fencing upgrades, parking lot lighting, ADA parking, ADA seating, pavement rehabilitation, and new restroom buildings to meet Building Code required fixture count.



**Table 2B: OPC-Current Code and Facility Upgrade Issues
(Fort Lauderdale Stadium)**

Building / Facility Name	Code and Upgrade Cost
Stadium Concrete Seating Structure	\$584,460
Stadium Site Elements *	\$1,611,664
Press Box and Elevator	\$363,930
Stadium Lighting	\$693,753
Stadium Scoreboard	\$72,420
Boiler Room	\$185,300
Main Switchgear Room	\$98,500
Home Team Clubhouse and dugout	\$420,430
Maintenance Facility	\$77,330
Stadium Office	\$95,790
First Aid Room	\$11,200
Men's and Ladies Restrooms	\$151,400
Umpire Room and Storage	\$6,360
Visitors' Clubhouse	\$174,845
General Concessions	\$122,670
Hospitality Building	\$154,450
Administration Building	\$77,510
Left Field General Admission Building	\$11,220
Left Field Concession Building	\$107,950
Outfield Concession Building	\$55,390
Main General Admission Building	\$24,010
Right Field Concession Building	\$129,810
Right Field General Admission Building	\$11,220
Right Field Bullpen	\$4,600
Right Field Storage Room	\$1,410
Asbestos Abatement	\$83,780
Mold Abatement	\$16,910
Lead Based Paint Abatement	\$800,000

TOTAL = \$6,148,312

** Includes addition of landscaping, ADA seating, ADA parking, parking lot lighting, pavement rehabilitation, and new restroom buildings to meet Building Code required fixture count.*



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Proposed 'Wish List' Upgrades

During the meeting with both the "Fort Lauderdale Strikers" and the City of Fort Lauderdale Parks and Recreation Department on February 14, 2013, both parties participated in the creation of a 'wish list' of upgrades for both stadiums.

For Lockhart Stadium, 'wish list' items included an option for covered seating on either side of the field, a video display scoreboard which could display sponsors and advertisements, removing the existing press boxes and creating a double level press box building with room for media, reporting, suites and coaching, replacing the existing perimeter chain link fencing with black vinyl coated chain link fence, and adding a turf block landscaping system throughout the parking area aisles.

For Fort Lauderdale Stadium, 'wish list' items include providing power to the north baseball fields for use during events and festivities. A summary of the 'wish list' cost for each facility are shown below in **Table 3A & 3B** below with a breakdown of cost per item being outlined in **Appendix A-1 and A-2**.

**Table 3A: OPC-Proposed 'Wish List' Upgrades
(Lockhart Stadium)**

Building / Facility Name	Wish List Cost
Covered Seating (Shade top 10 rows of fold down seats on home side only)	\$100,000
Video Scoreboard	\$220,000
Rebuilt Double Level Press Box	\$650,000
Turf Block Parking	\$1,345,000
Black Vinyl Chain Link Fence	\$29,280
Reconstruction of Locker Rooms Building	\$1,388,720

TOTAL = \$3,733,000

**Table 3B: OPC-Proposed 'Wish List' Upgrades
(Fort Lauderdale Stadium)**

Building / Facility Name	Wish List Cost
Providing Power to North Fields	\$50,000

TOTAL = \$50,000



3. Annual Maintenance

An annual maintenance cost estimate was developed based upon the observed site conditions to include major recurring annual cost items such as irrigation and field maintenance, as well as projected cyclical events, such as painting and re-roofing. The recommended maintenance schedule, with the assumed recurrence interval is contained in **Appendix C**.

The maintenance schedule does not include additional maintenance costs created by the potential “wish list” upgrades, nor does it account for costs that could be passed on to a tenant as part of their operating agreement.

Connico, Inc. has prepared a preliminary maintenance budget to estimate the approximate annual maintenance cost based on the above-mentioned maintenance schedule. Historical costs for recurring annual costs provided by the City were incorporated into the maintenance cost analysis.

The development of the estimated budgets for the Lockhart Stadium and the Fort Lauderdale Stadium are included in **Appendices C-1 and C-2**, respectively.

Charts 4A and 4B below provide an overview of the opinion of probable cost associated with annual maintenance of both stadiums, projected along a timeline. Based on these charts, an annual average budget of \$500,000 should be established for maintenance cost for the first 10 years of operation.

Chart 4A: OPC-Lockhart Annual Maintenance

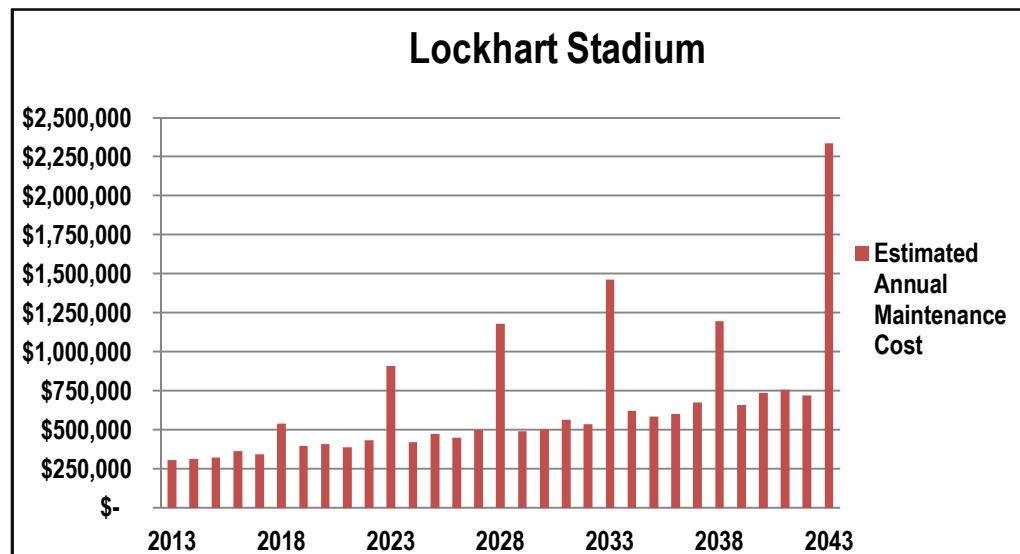
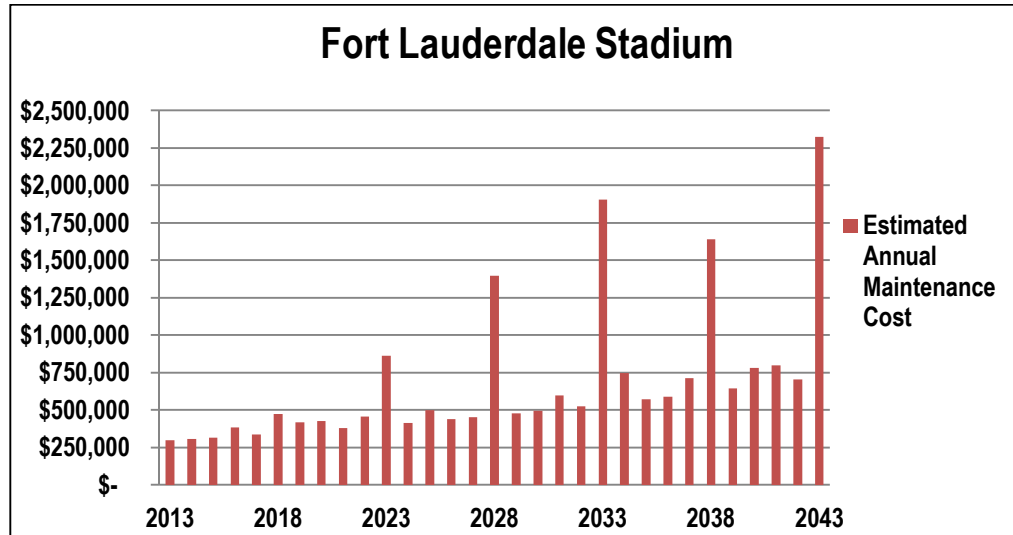




Chart 4B: OPC-Fort Lauderdale Stadium Annual Maintenance



4. Demolition

KHA subconsultant, Connico, Inc. developed a cost of demolition of the two stadium properties using an “order of Magnitude Estimate” method. The Order of Magnitude Estimate is a method of determining the approximate probable cost of the project without the benefit of detailed information such as record drawings or specific demolition plans. The Estimate is based on limited information and is subject to variation.

Focus areas for the demolition projects will include items such as: volume of materials for demolition, cost of hauling and transporting to the landfill, cost of disposal at the landfill. Other costs will be estimated that include restoration of the site to a clear, level and seeded field. Refer to Connico’s report in **Appendix D** for additional details.

The demolition costs in **Table 5** include the cost for hauling and transportation to the landfill, cost of disposal at the landfill and site restoration to clear, level and seed the fields.

Table 5: OPC-Demolition

Facility	Cost
Lockhart Stadium	\$2,600,000
Fort Lauderdale Stadium	\$2,500,000



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Limiting Conditions

This Report is exclusively for the use and benefit of the Client. This Report is not for the use, or benefit of, nor may it be relied upon by any other person or entity without the advance written consent of KHA.

KHA certifies that it has no undisclosed interest in the subject property, that its relationship with the Client is at arms-length, and that employment and compensation are not contingent upon the findings or estimated costs to remedy any noted deficiencies.

The opinions that KHA expresses in this report were formed utilizing the degree of skill and care ordinarily exercised by any prudent architect or engineer in the same community under similar circumstances. KHA assumes no responsibility or liability for the accuracy of information contained in this report which has been obtained from the Client or the Client's representatives, from other interested parties, or from the public domain. The conclusions presented represent KHA's professional judgment based on information obtained during the course of this assignment. KHA's analyses and opinions are not representations regarding the design integrity, structural soundness, or actual value of the Property. Factual information regarding operations, conditions and test data provided by the Client, or their representatives, has been assumed to be correct and complete. The conclusions presented are based on the data provided, observations made, and conditions that existed specifically on the date of the assessment.

Any questions regarding this report should be directed to David R. Bardt, P.E., Sr. Vice President, at Kimley-Horn and Associates, Inc. at 561-845-0665.



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APPENDIX A-1: SITE ELEMENTS – LOCKHART STADIUM

The following deficiencies were observed at Lockhart Stadium. Each division is identified by building/location. (Reference Figure 1 – Lockhart Stadium Site Plan Key). Each location provides a summary table of issues observed, identifies code related issues, and an opinion of probable costs. Below each table, typical photos of the deficiencies are also provided along with a generic repair protocol for identified deficiencies.

Lockhart Stadium Concrete Seating Structure

Lockhart stadium is comprised of a combination of double-tee concrete bleachers which are located at midfield on either side of the stadium and separate aluminum bleachers mostly located in the east and west ends.

The Lockhart Stadium complex is fed by 120/208V 3 phase power from two separate power company vaults. One FPL vault is located inside the locker rooms building at the north end of the stadium, and the second vault is located at the south bathroom building at the south end of the stadium. Adjacent to each vault is the main electrical room. Current issues associated with the overall stadium are listed below:

Location	Observation	Justification	Cost
Concrete Bleachers	Inconsistent stair rise differential. Stair rise goes from 6" to 9". Since riser height change is not possible, proper notification and warning devices are required.	ADAAG: Section 4.9.2: Treads and Risers.	\$10,000
Concrete Bleachers	Concrete bleacher stair aisles need a center handrail installed.	ADAAG: Section 4.9.4: Handrails.	\$50,140
Bleachers Throughout	Adequate ADA access to the bleacher sections is not provided.	ADA Accessibility Guidelines.	\$15,000
Concrete Bleachers, North and South	Bleacher chain link fence paint is deteriorating and corroding at multiple locations.	Metal exposed to aggressive elements should be prepared to resist weather.	\$1,680
Concrete Bleachers	Metal mounting brackets for the concrete bleacher seats is corroding excessively at multiple locations throughout.	Metal exposed to aggressive elements should be prepared to resist weather.	Included in Line Below



Concrete Bleachers, North and South Seats	Plastic / wood seats are excessively deteriorated and need to be removed and replaced.	Condition does not meet current or future demand.	\$209,436
Concrete Bleachers	Excessive staining and mold build up at multiple locations throughout. Pressure Wash is needed.	Overall facility betterment is needed.	\$9,390
Concrete Bleachers	Exposed reinforcing bars in the concrete beams at multiple locations throughout.	ACI 301, ACI 318: Steel embedment.	\$3,520
Concrete Bleachers	Concrete double-tee bearing plates are corroding excessively at multiple locations throughout.	ACI 301, ACI 318: Steel embedment.	\$3,120
Concrete Bleachers, North Covered Area	Ceiling fans are excessively corroded and missing blades.	Condition does not meet current or future demand.	\$6,000
Concrete Bleachers, North Covered Area	Covered awning support post bases are corroding excessively.	Metal exposed to aggressive elements should be prepared to resist weather.	\$390
Concrete Bleachers, North Covered Area	Missing cover material for framed awning.	Condition does not meet current or future demand.	\$1,500
Concrete Bleachers, South Covered Area	Missing cover material for framed awning.	Condition does not meet current or future demand.	\$500
East, West and South Bleachers	Wooden framed platforms at the top of the bleachers are not anchored down.	Located in a Wind-Borne Debris Region of 140mph or greater. Loose objects require anchorage.	\$720

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Lighting Under Main Stadium Seating	Existing fixtures might not provide proper lighting levels. There is evidence of additional fixtures (different type) installed to supplement the lighting.	Adequate light levels are required. Replace with new fixtures.	\$50,000
Electrical Conduit Supports, Throughout	Existing hardware for conduit supports at multiple locations is rusting.	This hardware should be replaced with 316 stainless steel.	\$5,000
Aluminum Bleachers, Section 132	Second step from the bleacher entrance is loose.	Step is not secure and needs maintenance.	\$50
West Scoreboard	Excessive corrosion at multiple locations.	Metal exposed to aggressive elements should be prepared to resist weather.	\$390
Storage	Additional storage is required to keep field and maintenance equipment.	Existing storage space does not meet current or future demand.	\$85,000
Covered Seating	Current tenants of Lockhart have requested covered seating at the main bleacher section.	Wish list item.	\$100,000
Video Scoreboard	Current tenants of Lockhart have requested a Video scoreboard which can show previous plays and video advertisements.	Wish list item.	\$220,000



View of Lockhart Stadium.



View of Exposed Reinforcing bars in the Concrete Stadium Beam.



View of Corroded metal bearing plates on the double-tee concrete beams.



View of the Plastic and Wood seats that need removed and replaced.



View of the typical seat mounting bracket corrosion.

Where corrosion staining was evident on the scoreboard and fence, the source of the corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. For the scoreboard, once the corrosion staining has been removed, all of the metals need to be protected with an approved paint type and be applied per the manufacturers' recommendations. For the fence area, all of the fencing on the north and south sides of the stadium needs to be prepared to receive paint. Once prepared, the fence needs to be protected with an approved paint type and be applied per the manufacturers' recommendations.

For the concrete bleacher stair steps, there is an inconsistent stair rise differential when the steps go from being at a 9" rise to a 6" rise. This is a violation of the ADA Accessibility Guidelines for Buildings and Facilities. As stated in the guidelines, "on any given flight of stairs, all steps shall have uniform riser heights and uniform tread widths."

On the concrete bleacher structure, there are numerous locations where the concrete beams are spalling and corroded reinforcing bars are exposed. At all of these locations, the spalled concrete needs to be chipped away and

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removed and the reinforcing bar needs to be wire brushed and cleaned until all of the corrosion is removed. Once removed, a bonding agent needs to be applied to the reinforcing bar and surrounding concrete. To finish the repair, an approved concrete patch material needs to be applied over the repaired area. Once the concrete is set and the patch is complete, the area needs to be painted to match the surrounding areas. This same repair protocol needs to be used on the corroded bearing plates at the double-tee concrete beam support locations.

On both the north and south sides of Lockhart Stadium there are plastic/wood fold down seating (sections 121 and 122 on the north side, sections 103-106 on the south side). These seats are excessively deteriorated and where the plastic seats have been replaced with wood pieces the wood is falling apart and they fail to meet current or future demands. It is recommended that these seats be removed completely and be replaced.

Located on the south, east and west sides of the stadium there are wooden platforms set up for game filming. None of these platforms are anchored down to the stadium bleachers. Since these items do not appear to be something that is taken down and put away during high wind events, these platforms need to be securely anchored down to the bleachers.

Overall, all of the concrete bleachers for Lockhart Stadium show excessive mold and dirt build up and will need to be completely pressure washed. This will include both the seating areas as well as the underside of the bleacher structure.



Press Boxes

The press boxes are located off of the south side of Lockhart Stadium. One level of the press boxes is a portable structure consisting of corrugated metal siding/flashing and an EPDM rubber roofing system. The second level of the press boxes is located directly below the portable structure and is composed of a wood framed structure with wood siding and modified bituminous roofing system. Current issues associated with the press boxes are listed below:

Location	Observation	Justification	Cost
Lower Press Box, Interior Walls	Water intrusion is evident at multiple locations. Staining on ceiling.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$100
Lower Press Box, Roof	Deteriorated roofing system.	Service life has been reached. Condition does not meet current or future demand.	\$5,370
Lower Press Box, Horizontal Roller Window	Windows are in overall poor condition and have reached their service life.	Does not meet TAS 202-94 and does not have hurricane protection.	\$15,500
Lower Press Box, Fixed Window	Windows are in overall poor condition and have reached their service life.	Does not meet TAS 202-94 and does not have hurricane protection.	\$27,800
Lower Press Box, HVAC	Rooftop A/C unit and duct work has reached its service life.	Does not meet current or future demand.	\$27,500
Upper Press Box, Exterior Soffit	Excessive corrosion staining throughout the underside of the roof soffit.	Metal exposed to aggressive elements should be prepared to resist weather	\$820
Upper Press Box, Cut Down Sliding Glass Doors	Sill riser is removed allowing water infiltration through the track.	Does not meet TAS 202-94 and does not have hurricane protection.	\$29,200
Upper Press Box, Single Hung Window	Window is in overall poor condition.	Does not meet TAS 202-94 and does not have hurricane protection.	\$14,700

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Upper Press Box, Press Box Support Framing	Excessive corrosion staining throughout.	Metal exposed to aggressive elements should be prepared to resist weather.	\$1,780
Upper Press Box, Exterior A/C Unit	Split A/C system requires service.	Does not meet current or future demand.	\$5,000
Upper Press Box, Exterior A/C Unit	Excessive corrosion staining.	Metal exposed to aggressive elements should be prepared to resist weather.	\$310
Press Box ADA Accessibility	An elevator was requested to be installed to provide ADA accessibility to the press boxes.	ADA Accessibility Guidelines.	\$180,000
Double Level Press Box	It has been requested to remove the existing press box facilities and replace them with a double level press box facility which is longer and has room for media, reporting, suites and coaches boxes.	Wish list item.	\$650,000



View of Press Boxes.

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View of the Lower Press Box water intrusion.

The roofing system for the lower press box shows signs of failure with evidence of water intrusion that can be observed on the ceiling of the structure. Upon completion of roofing repairs, repainting of the interior is necessary to revitalize space. The corrosion staining observed on the A/C unit, soffit and support framing of the upper press box needs to be treated as soon as possible. Where corrosion staining was evident, the source of the corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. Once cleaned, all of the newly exposed metals need to be protected with an approved paint type and be applied per the manufacturers' recommendations.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.



Lockhart Stadium Site Elements

The site of Lockhart Stadium is for the most part composed of all ground level areas around the stadium that are not associated with specific buildings or structures. These areas include all of the concrete, asphalt and paver walking surfaces, the asphalt parking lanes and any issues that are identified on the overall Lockhart Stadium property. Current issues associated with the stadiums site are listed below:

Location	Observation	Justification	Cost
East and West Sides of the Stadium	Metal brackets anchored in the concrete slab create a tripping hazard.	FBC: Section 11.4.5.2: Ground and Floor Surfaces	\$260
Stadium Perimeter Fence	Perimeter barb wire fence requires repair and adjustment.	Condition does not meet current or future demand.	\$790
Stadium Access Points	Access gates and surrounding areas need to have better crowd control and transition in and out of the stadium.	Condition does not meet current or future demand.	\$20,000
Near Building 1406T	Cut off sign post is sticking up through the asphalt walking surface.	FBC: Section 11.4.5.2: Ground and Floor Surfaces	\$150
South Pavers	Numerous locations with raised or settled pavers.	FBC: Section 11.4.5.2: Ground and Floor Surfaces	\$5,320
Fenced in Electrical Area near South Concessions	Electrical disconnects lack labels.	NEC: Equipment is required to have legible labels.	\$100
Southwest Field Entrance	Step in the transition from asphalt to concrete measured to be 1-1/2"	FBC: Section 11.4.5.2: Ground and Floor Surfaces	\$220
Southwest Field Entrance	Asphalt pavement is breaking apart near the walkway edge.	FBC: Section 11.4.5.2: Ground and Floor Surfaces	\$320

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Near Building 1405T	There is a large quantity of communications/audio/video cables installed overhead that don't appear properly supported as these make their way up to the press box.	NEC: Cables should be installed in conduit.	\$25,000
West Scoreboard	Scoreboard disconnects, equipment, and temporary power disconnects and panelboard equipment needs labels and updated schedules.	NEC: All equipment should be properly labeled.	\$500
West Scoreboard	Corrosion staining around all the scoreboard base mounting nuts and bolts.	Metal exposed to aggressive elements should be protected.	\$200
Northwest Drive Aisle near Temporary Shelter	Miscellaneous pipes sticking up in the asphalt drive create a tripping hazard.	FBC: Section 11.4.5.2: Ground and Floor Surfaces	\$310
Northwest Field Entrance	Step in the concrete slab measured to be $\frac{3}{4}$ "	FBC: Section 11.4.5.2: Ground and Floor Surfaces	\$220
Landscaping Throughout	Current landscaping does not meet local code requirements.	City of Fort Lauderdale Land Development Code: Section 47-21.9 and 47-21.10.	\$868,000
Facility Buildings, Throughout	Inadequate amount of drinking fountains provided.	FBC: Section 403, Table 403.1 Minimum number of required plumbing fixtures.	\$28,800



Facility Restrooms, Throughout	Inadequate amount of restroom facilities provided. Cost to remove existing portable structures and build separate permanent structures to meet required fixture count.	FBC: Section 403, Table 403.1 Minimum number of required plumbing fixtures.	\$1,276,556
Facility Restrooms, Throughout	Inadequate amount of restroom facilities provided. Cost to bring in enough portable restroom structures to meet required fixture count.	FBC: Section 403, Table 403.1 Minimum number of required plumbing fixtures.	\$1,000,000
Parking Lot Drive Aisles	Potholes located at multiple locations throughout.	Condition does not meet current or future demand.	\$1,870
Parking Lot Drive Aisles	Pavement edge deterioration at multiple locations throughout.	Condition does not meet current or future demand.	\$11,200
Parking Lot Drive Aisles	Excessively deteriorated pavement areas and areas exhibiting structural distresses.	Condition does not meet current or future demand.	\$21,220
Parking Lot Drive Aisles	Parking lot lock gate is damaged and needs replaced.	Condition does not meet current or future demand.	\$510
Parking Lot Drive Aisles	Pavement throughout shows many signs of age distresses.	Preventive maintenance is recommended to prevent and/or delay further pavement deterioration.	\$132,500
Parking Lot Handicap Spaces	Insufficient amount of parking spaces provided for stadium capacity.	ADAAG: Section 4.1.2: Accessible Sites and Exterior Facilities.	\$92,210

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Parking Lot Handicap Spaces	After the seal coat is applied, all of the existing handicap parking spaces will require adequate parking space markings.	ADAAG: Section 4.6: Parking and Passenger Loading Zones.	\$820
Parking Lot Handicap Spaces	Two handicap parking space signs are missing.	ADAAG: Section 4.6.4: Signage	\$310
Parking Lot Lighting	Parking Lot areas are lit using pole mounted flood light fixtures. This does not meet current lighting codes; it also provides poor lighting distribution and many areas of poor lighting.	All parking areas should be redone with new modern cut-off fixtures and poles; additional fixtures and poles would be needed to meet the current lighting codes.	\$250,000
Parking Lot, Throughout	Wooden guardrails are not anchored properly to the support columns at multiple locations. Wooden columns are broken as well and need replaced.	Condition does not meet current or future demand.	\$94,506
Parking Lot South Entrance	Underground PVC pipe is exposed and broken. Pipe needs to be cut and covered with soil.	Current condition is a safety hazard and is not finished properly.	\$150
Parking Lot Drive Aisle Landscaping	Requested that a turf block system be used in the parking lot drive aisles.	Wish list item.	\$1,345,000
Site Perimeter Fencing	Requested that existing chain link fencing be replaced with black vinyl covered chain link fencing.	Wish list item.	\$29,280

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View of typical anchored metal brackets in the concrete slab.



View of the typical raised and settled pavers.



View of equipment disconnect and receptacles near the south concessions building which lacks labels.



View of communications wires installed exposed along the stadium seating area.

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View of the 1-1/2" step from asphalt to concrete.



View of pavement edge deterioration.

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View of the pole mounted flood light fixtures that do not meet current lighting codes.

The pavement used as drive lanes throughout the stadium parking lot area requires a substantial amount of preventative maintenance. Several areas exhibit structural distresses in the form of alligator cracking and depressions which will require full depth removal and replacement. A significant quantity of pavement edge deterioration was also observed which consists of the pavement breaking away from the drive aisle edge. These areas will require the distressed area to be saw cut and removed, followed by pavement and possible base replacement depending on the severity of the distress. Overall the pavement throughout is showing its age and is a candidate for a seal coat which would be applied to all of the asphalt drive aisles. This is a form of preventative maintenance which will prevent and/or delay further pavement deterioration.

Code violations associated with the overall site were mainly ground and floor surface Florida Building Code violations and ADA handicap parking space signage violations. Everywhere there is a raised step, uneven pavers or an object sticking up from a walking surface that could be a tripping hazard it is a violation of the Florida Building Code. A new handicap parking space identification sign needs to be placed at the location the two signs are missing to be in compliance with the ADA guidelines.

A large portion of the cost required to bring the current facility up to code is the adding of additional restroom facilities to meet the stadium capacity requirements. Based on the 18,000 persons stadium capacity, an additional 351 restroom fixtures are required to be added to serve the stadium occupants. Due to the current condition of the portable restroom buildings placed at all four corners of the site, it is recommended that these facilities be



demolished and new permanent structures be built which will meet the restroom facility requirements per the Florida Building Code.

The remaining issues identified throughout the site are primarily associated to the current condition of the site elements and repairs that need to be made in order for the site to meet current and future demands.



Gate A General Admission

The Gate A General Admission ticket booth is located off of the southeast corner of Lockhart Stadium. The ticket booth is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$630
Roof Edge Flashing	Damaged sections at both of the north corners.	Condition does not meet current or future demand.	\$250
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$2,860
Interior Ceiling	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$120
Interior	Internet and electrical systems to upgrade facility to computerized ticketing devices is recommended.	Items are requested to meet future demand.	\$4,500
HVAC	Wall mounted A/C requires service.	Does not meet current or future demand.	\$3,000
Transaction Windows	Constructed of wood and glass, which is for interior use and is in overall poor condition.	Does not meet TAS 202-94 and does not have hurricane protection.	\$74,200
Interior Ceiling	Evidence of water intrusion at the ceiling joint.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	Included in Roof Repair



View of damaged roof edge flashing.



View of ceiling paint issues.

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Due to the current condition of the paint on the exterior of the ticket booth and interior ceiling, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw concrete surface has been prepared, the new paint can be applied. The roof edge flashing is damaged at multiple locations which will require removal and replacement. The modified bituminous roofing system shows signs of failure with the evidence of water intrusion that can be observed on the ceiling of the ticket booth. Numerous patches were also observed on top of the current roof. Based on the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced.

The transaction windows will need to be replaced with a bullet proof product. The glass should be bullet proof if dealing with money and a pass through tray should meet safety standards as well. A microphone and speaker inserted into the glass would be required to increase productivity and privacy with a large crowd. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

Gate B General Admission

The Gate B General Admission ticket booth is located off of the southwest corner of Lockhart Stadium. The ticket booth is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking	Condition does not meet current or future demand.	\$390
Transaction Windows	Constructed of wood and glass, which is for interior use and is in overall poor condition.	Does not meet TAS 202-94 and does not have hurricane protection.	\$74,200
Interior	Internet and electrical systems to upgrade facility to computerized ticketing devices is recommended.	Items are requested to meet future demand.	\$4,500
HVAC	Wall mounted A/C requires service.	Does not meet current or future demand.	\$3,000
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$2,860



View of the deteriorated modified bituminous roof.

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View of typical exterior paint issues.

Due to the current condition of the paint on the exterior of the ticket booth, the paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw concrete surface has been prepared, the new paint can be applied. The modified bituminous roofing system shows signs of failure with numerous patches observed on top of the current roof. Based on the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced.

The transaction windows will need to be replaced with a bullet proof product. The glass should be bullet proof if dealing with money and a pass through tray should meet safety standards as well. A microphone and speaker inserted into the glass would be required to increase productivity and privacy with a large crowd. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

Gate C General Admission

The Gate C General Admission ticket booth is located off of the northwest corner of Lockhart Stadium. The ticket booth is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Roof Flashing	Proper tie in needs to be made for roof edge flashing around the entire perimeter of the building.	Roofing layer is just folded over the edge, which does not provide an adequate seal.	\$480
Interior	Internet and electrical systems to upgrade facility to computerized ticketing devices is recommended.	Items are requested to meet future demand.	\$4,500
HVAC	No A/C is provided for this space. With added electrical loading for future demand, A/C will be needed.	FBC: Section 402: Louver ventilation will no longer meet future demand.	\$5,500
Transaction Windows	Constructed of a 10/50 sash, which is for interior use and is in overall poor condition.	Does not meet TAS 202-94 and does not have hurricane protection.	\$49,500



View of the Incomplete Roof Flashing

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The roofing system for the Gate C General Admission ticket booth appears to have been replaced at some point in the past. The roofing system appears to be in acceptable shape, but at the edge flashing locations it is incomplete. The building needs a counter flashing added on the outer edge of the roofing system to fully seal the edges to prevent future water intrusion.

The transaction windows will need to be replaced with a bullet proof product. The glass should be bullet proof if dealing with money and a pass through tray should meet safety standards as well. A microphone and speaker inserted into the glass would be required to increase productivity and privacy with a large crowd. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.



Gate D General Admission

The Gate D General Admission ticket booth is located off of the northeast corner of Lockhart Stadium. The ticket booth is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Roof	Deteriorated roofing system.	Service life has been reached. Condition does not meet current or future demand.	\$2,860
Interior	Internet and electrical systems to upgrade facility to computerized ticketing devices is recommended.	Items are requested to meet future demand.	\$4,500
HVAC	No A/C is provided for this space. With added electrical loading for future demand, A/C will be needed.	FBC: Section 402: Louver ventilation will no longer meet future demand.	\$5,500
Transaction Windows	Window is a XOX horizontal roller with plexi glass added to the exterior and in overall poor condition.	Does not meet TAS 202-94 and does not have hurricane protection.	\$49,500
Jalousie Windows	The windows have been removed and replaced with wood or have been modified to accept only one single panel of glass.	Does not meet TAS 202-94 and does not have hurricane protection.	\$34,170
Fixed Windows	Windows are in poor overall condition and were manufactured on site.	Does not meet TAS 202-94 and does not have hurricane protection.	\$1,200
Room 401 & 501	Open electrical junction boxes inside of each room.	NEC: Section 314.72 (E): Boxes shall be closed by suitable covers securely fastened in place.	\$50

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View of the deteriorated modified bituminous roof.



View of open electrical junction box.

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Based on the age and existing condition of the roofing system, it is recommended that the entire roof be removed and replaced. The open electrical junction boxes within each of the ticket booth rooms also need to be covered per the National Electrical Code.

The transaction windows will need to be replaced with a bullet proof product. The glass should be bullet proof if dealing with money and a pass through tray should meet safety standards as well. A microphone and speaker inserted into the glass would be required to increase productivity and privacy with a large crowd. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.



Locker Rooms Building

The home and visitors' Locker Room building is located directly north of Lockhart Stadium. The building structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. The overall structure houses the home and visitors' locker rooms, equipment rooms and storage rooms.

The main electrical switchgear equipment in this room basically provides power to the northern half of the stadium complex. This room has two mains, a 1200A MDP distribution panel labeled as main 1 of 2, and an 800A fused main disconnect, labeled as main 2 of 2. The MDP or "NDP" provides power to the Musco lighting contactor cabinet, and various other stadium loads. The 800A main 2 of 2 provide power to a gutter and multiple disconnects located along the exterior west wall of the Locker Rooms building.

Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking	Condition does not meet current or future demand.	\$1,680
West Exterior Wall	Disconnects and line gutter lack labels.	NEC: Labels are required to identify disconnect.	\$1,000
Jalousie Windows	Existing jalousie windows have been removed and replaced with wood and are in poor condition.	Does not meet TAS 202-94 and does not have hurricane protection.	\$58,280
Roof Edge Flashing	Flashing is excessively deteriorated throughout.	Condition does not meet current or future demand.	\$1,560
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$8,560
Boiler Room	Very old and outdated panelboard; no clear labels, dangerous exposed middle bussing missing cover.	NEC: Panelboard may be replaced with a modern larger one that provides additional spares, along with a legible schedule, and labels.	\$5,000

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Boiler Room	Storage tank needs replaced.	Does not meet current or future demand.	\$35,000
HVAC	A/C system appears to be deficient for ventilation loads.	Ventilation and Exhaust per FBC Section 403.	\$58,500
HVAC	Exhaust systems are lacking adequate airflow.	Ventilation and Exhaust per FBC Section 403.	\$15,000
Plumbing Fixtures	Plumbing fixtures have reached their service life.	Does not meet current or future demand.	\$51,600
Restrooms	Restrooms lack A/C. Minimum exhaust.	FBC: Section 403: Ventilation and Exhaust	\$68,000
Main Elec. Room	Panelboard NDP, and panelboard A circuit schedules need to be updated.	NEC: Equipment panelboards be updated with legible panelboard circuit schedules.	\$100
Main Elec. Room	Panelboard A is missing branch circuit cover, this is a safety hazard since it exposes the energized bus.	NEC: Proper breaker space cover shall be used.	\$500
Main Elec. Room	120/208V panelboard not labeled, panelboard schedule is not up to date.	NEC: Panelboard may be replaced with new one and provide additional spares, and legible schedule, and labels.	\$5,000
Electrical Room and Adjacent Locker Room	Exposed wires along walls and ceilings, these are not tagged or labeled, use is unknown. Wires are not properly and neatly installed making it a maintenance issue.	NEC: These cables are of unknown circuits and of unknown origin and should all be placed in conduit.	\$3,000
Stadium Facilities, Throughout	No fire alarm equipment was found throughout the locker rooms, equipment rooms and other similar buildings.	NFPA: Fire alarm detection devices are required in these spaces.	\$100,000
Home Locker Room, Equipment Area	Unsealed plumbing penetration in the floor slab.	Plumbing line needs to be capped.	\$100

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Home Locker Room	Open electrical junction box.	NEC: Section 314.72 (E): Boxes shall be closed by suitable covers securely fastened in place.	\$100
Home Locker Room	Unsealed penetrations in the ceiling.	FBC: Section 712.3.1.2: Through penetrations shall be protected by an approved penetration fire stop system.	\$150
Home Locker Room	Unsealed penetrations in the CMU wall.	FBC: Section 712.3.1.2: Through penetrations shall be protected by an approved penetration fire stop system.	\$150
Visitor Locker Room	Window A/C unit is insufficient and lacks ventilation.	FBC: Section 403: Ventilation and Exhaust.	\$58,500
Visitor Locker Room	Room lacks exhaust flow.	FBC: Section 403: Ventilation and Exhaust.	\$15,000
Home Locker Room, Door #303A	Unsealed penetration in the CMU wall.	FBC: Section 712.3.1.2: Through penetrations shall be protected by an approved penetration fire stop system.	\$100
Home Locker Room, Door #303A	Cracking in the CMU shower wall.	Crack provides an entry point for water intrusion into the CMU wall.	\$200
Home Locker Room, Door #303A	Corrosion staining on shower wall metal bracket.	Metal exposed to aggressive elements should be protected.	\$100
Referee Room	Room lacks ventilation.	FBC: Section 403: Ventilation and Exhaust.	\$5,500
Room #314B	Opening in the wall at the inset electrical conduit location.	FBC: Section 712.3.1.2: Through penetrations shall be protected by an approved penetration fire stop system.	\$260
Room #314B	Evidence of a leak at both the hot and cold water shut off valves below the sink.	FBC: Section 312.1: Required tests.	\$130

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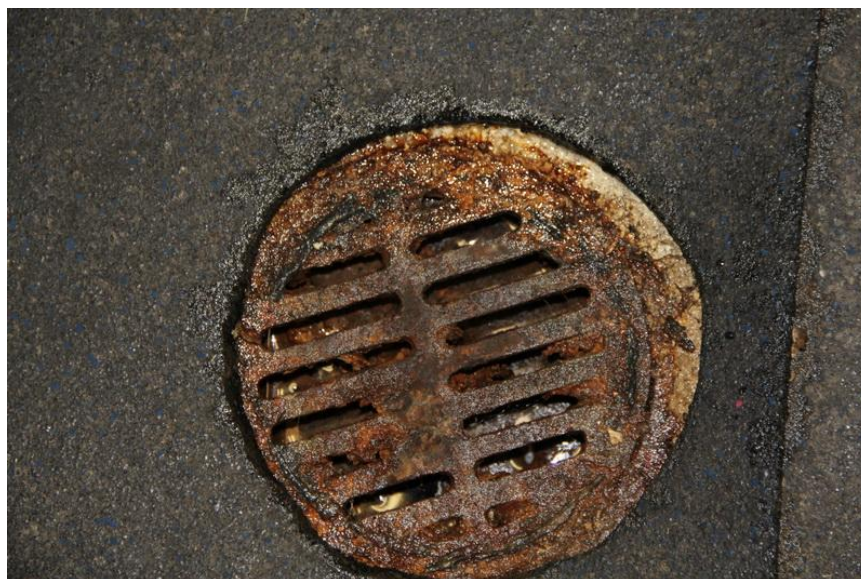
<p>Locker Room Building, Huts #2, #3 and #4</p>	<p>Option of demolishing all of these buildings and building a 6000sf building which will add the additional space requested for training rooms, lounge and facilities.</p>	<p>Due to current condition of all buildings, this option might be chosen to better suit the facility.</p>	<p>\$1,388,720</p>
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Overall view of the locker room building.



View of typical deteriorated roof edge flashing.



View of the excessively corroded floor drain that is not functioning properly.



View of wall opening at the inset electrical conduit location.

Due to the current condition of the paint on the exterior of the locker rooms building, the paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw concrete surface has been prepared, the new paint can be applied. The modified bituminous roofing system shows signs of failure with numerous patches observed on top of the current roof. Based on age and the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced. The roof edge flashing is severely deteriorated throughout which will require full removal and replacement as well.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

Where corrosion staining was evident, the source of the corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. Once cleaned, the raw metal needs to be protected with an approved paint type and be applied per the manufacturers' recommendations.

Multiple code violations were also observed within the locker rooms building which mainly consisted of unsealed penetrations in the ceiling and walls. When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All of these penetrations will need to be sealed with an approved fire caulking.

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Northwest Restrooms

The NW Restrooms are located off of the northwest corner of Lockhart Stadium. The restroom structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$980
Exterior Lighting, All Restroom Buildings	Wall pack type light fixtures illuminate the intended areas but create extensive glare and light contamination.	Wall pack fixtures do not meet current local lighting codes.	\$25,000
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$4,060
Exhaust and Ventilation System	System requires service.	Does not meet current or future demand.	\$10,000
Fixtures	Requires service and general maintenance.	Does not meet current or future demand.	\$10,000
Water Heater	Heater is corroded and reached its service life.	Does not meet current or future demand.	\$1,500
Panelboard	Panelboard A circuit schedules need to be updated. Equipment appears very old.	NEC: Equipment panelboards be updated with legible panelboard circuit schedules. This panelboard is old and needs to be replaced.	\$3,000
Women ADA Water Closet	Grab bar is missing.	ADAAG: Section 4.17.6: Grab Bars.	\$50



View of Failing Paint and wall pack lighting fixtures which is typical of all bathroom structures.



View of missing grab bar.

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Due to the current condition of the paint on the exterior of the restrooms, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw concrete surface has been prepared, the new paint can be applied. Per the ADA Accessibility Guidelines, installation of one grab bar on the demising wall is required in the ADA accessible stall.

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Northeast Restrooms

The NE Restrooms are located off of the northeast corner of Lockhart Stadium. The restroom structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
West Wall	Conduit drains directly on floor slab.	FBC: Mechanical, Section 307.2.1: Condensate Disposal.	\$300
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$980
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$4,060
Exhaust and Ventilation System	System requires service.	Does not meet current or future demand.	\$10,000
Panelboard	Panelboard B9 circuit schedules need to be updated. Equipment appears very old.	NEC: Equipment panelboards be updated with legible panelboard circuit schedules. This panelboard is old and needs to be replaced	\$3,000
East Wall	Cracking in wall at multiple locations.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$420



View of condensate line.



View of typical exterior cracking.



Due to the crack patterns observed on the building exterior, two repair conditions exist:

- Cracked crack patterns call for removal of the stucco down to the bare concrete. Once the surface is prepped, apply a bonding agent and stucco mix, per the manufacturer's recommendations.
- Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space.

For either repair, paint may be needed as a final touch up depending on the repair area.



Southeast Restrooms

The southeast restrooms are located off of the southeast corner of Lockhart Stadium. The restroom structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Cracking in wall at multiple locations.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$420
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$980
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$4,060
Exhaust and Ventilation System	System requires service.	Does not meet current or future demand.	\$10,000
Interior Floor	Low areas in floor. Area does not slope to drain.	FBC: Section 1010.7.2 and 1009.5.2: Concrete slab should slope to drains.	\$660
Switch Room Awning	Cracking in awning.	ACI 318: Section 10.6.4: Crack Width	\$300
South Wall	Incomplete pipe penetration.	FBC: Pipe to be capped or connected, if in use.	\$90



View of typical exterior cracking.



View of pipe penetration.



Due to the crack patterns observed on the building exterior, two repair conditions exist:

- Cracked crack patterns call for removal of the stucco down to the bare concrete. Once the surface is prepped, apply a bonding agent and stucco mix, per the manufacturer's recommendations.
- Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space.

For either repair, paint may be needed as a final touch up depending on the repair area.



South Restrooms

The south restrooms are located off of the south side of Lockhart Stadium. The restroom structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system.

The main electrical switchgear equipment in this room basically provides power to the southern half of the stadium. The services come from the adjacent FPL vault. This room has three 120/208V mains, a 1200A MDP distribution panel, a 400A disconnect, and an 800A fused disconnect. The MDP panel or main 1 of 3 labeled "SDP" provides power to the Musco lighting contactor cabinet, and various other stadium loads. The main 3 of 3 is the 400A fused disconnect; the 800A main 2 of 3 provides power to a gutter and multiple disconnects located along the east exterior wall of the South Restrooms building.

Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Interstitial Space	Unsealed pipe penetrations.	FBC: Fire-Resistance-Rated Construction, Section 712.3.1.2: "Through penetrations shall be protected by an approved penetration fire stop system."	\$150
Interstitial Space	Exposed reinforcing bars.	ACI 301, ACI 318: Steel embedment.	\$790
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$1,130
Will Call Transaction Windows	The window is a XOX horizontal roller with plexi glass added to exterior with no hurricane protection and in poor overall condition.	Does not meet TAS 202-94.	\$12,400
Jalousie Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$34,200
Fixed Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$1,200

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Fixtures	Requires service and general maintenance.	Does not meet current or future demand.	\$10,000
Main Electrical Room	Panelboard A circuit schedules need to be updated.	NEC: Equipment panelboards be updated with legible panelboard circuit schedules. This panelboard is old and needs to be replaced.	\$3,000
Main Electrical Room	Musco Lighting panelboard schedule needs to be updated.	NEC: A revised typed schedule should be provided.	\$100
Main Electrical Room	There are cables entering the electrical room, no fire seal provided, cables are not tagged or labeled.	FBC: Fire-Resistance-Rated Construction, Section 712.3.1.2: "Through penetrations shall be protected by an approved penetration fire stop system."	\$500.00
Main Electrical Room	Exposed wires in junction box at ceiling of room. Junction box missing cover.	NEC: Junction boxes need to have covers, and exposed wires need to have wire nuts.	\$200
East Exterior Wall	Disconnects and line gutter lacks labels.	NEC: Legible labels identifying disconnects are required.	\$500
Communications Room, HVAC	Possible lacking ventilation depending on occupancies.	FBC: Section 403: Ventilation and Exhaust	\$10,000
Communications Room, Ceiling	Water intrusion is evident. Staining on ceiling.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$100
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$5,540



View of building roof.



View of exposed reinforcing bars.

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View of water intrusion.

The modified bituminous roofing system shows signs of failure with numerous patches observed on top of the current roof. Based on age and the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced.

When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All of these penetrations will need to be sealed with an approved fire caulking.

Exposed reinforcing bars need to be cleaned with a wire brush until all of the existing rust is removed. Removal of 6" of concrete may be needed to address all corrosion. Once cleaned, the raw metal needs to be protected with an approved corrosion inhibitor and be applied per the manufacturers' recommendations. Repair mortar may then be used to replace the removed concrete.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

The transaction windows will need to be replaced with a bullet proof product. The glass should be bullet proof if dealing with money and a pass through tray should meet safety standards as well. A microphone and speaker inserted into the glass would be required to increase productivity and privacy with a large crowd. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

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Southwest Restrooms

The SW Restrooms are located off of the southwest corner of Lockhart Stadium. The restroom structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Cracking in wall at multiple locations.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$300
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$980
Panelboard	Panelboard B circuit schedules need to be updated. Equipment is old.	NEC: Equipment panelboards be updated with legible panelboard circuit schedules. This panelboard is old and needs to be replaced.	\$3,000
Fixtures	Requires service and general maintenance.	Does not meet current or future demand.	\$10,000
Interior Walls	Cracking in wall at multiple locations.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$300
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Condition does not meet current or future demand.	\$4,060



View of building.



View of typical interior cracking.



Due to the crack patterns observed on the building, two repair conditions exist:

- Crazed crack patterns call for removal of the stucco down to the bare concrete. Once the surface is prepped, apply a bonding agent and stucco mix, per the manufacturer's recommendations.
- Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space.

For either repair, paint may be needed as a final touch up depending on the repair area.



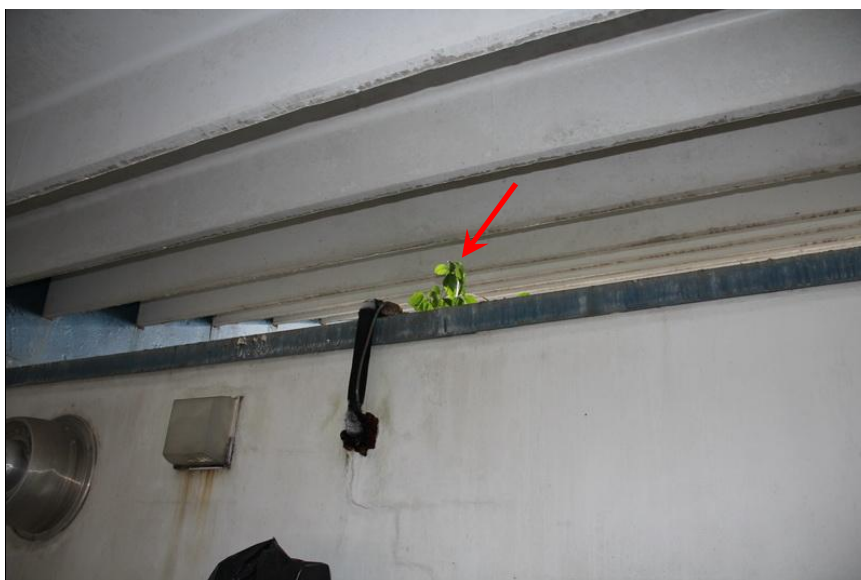
North Concessions

The north concessions are located off of the north side of Lockhart Stadium. The concession structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$950
Exterior Walls	Cracking in wall at multiple locations.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$300
West Wall	Corrosion on junction box.	Metal exposed to aggressive elements should be prepared to resist weather	\$150
HVAC Wall Unit	Installation does not meet firewall rating.	FBC: Fire-Resistance-Rated Construction, Section 712.3.1.2: "Through penetrations shall be protected by an approved penetration fire stop system".	\$520
Roof	Service life has been reached. Vegetation growth was observed.	Modified bituminous roofing system needs to be removed and replaced.	\$4,080



View of corroded junction box.



View of vegetation growth.



View of failing paint.

The modified bituminous roofing system shows signs of failure with excessive vegetation growth. Based on age and the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced.

When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All of these penetrations will need to be sealed with an approved fire caulking.

Where corrosion staining was evident, the source of the corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. Once cleaned, the raw metal needs to be protected with an approved paint type and be applied per the manufacturers' recommendations.

South Concessions

The South concessions are located off of the south side of Lockhart Stadium. The concession structure is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking.	Condition does not meet current or future demand.	\$950
Exterior Walls	Cracking in wall at multiple locations.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$300
Roof	Service life has been reached.	Modified bituminous roofing system needs to be removed and replaced.	\$4,080



Location of South Concessions.



Overall view of South Concessions.

The modified bituminous roofing system shows signs of failure with excessive vegetation growth. Based on age and the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced.

Due to the current condition of the paint on the exterior of the restrooms, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw concrete surface has been prepared, the new paint can be applied.

Building 1404T

Building 1404T is located in the northeast corner of Lockhart Stadium. The building is a portable structure consisting of corrugated metal siding/flashing and an EPDM rubber roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Minor paint chipping/flaking at building penetration locations.	Does not meet current or future demand.	\$700
Door Frame	The frame is rusting in locations where paint has chipped or flaked off.	Does not meet current or future demand.	\$140
Men/Women Signs	Signs have deteriorated.	Does not meet current or future demand.	\$410
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Does not meet current or future demand.	\$6,320
Interior Ceiling	Evidence of water intrusion at the ceiling joint	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$760



View of Building 1404T.

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View of water intrusion at interior ceiling.

In order to reduce further deterioration of the exterior siding, the paint surrounding the building penetrations (i.e. door frames, electrical) needs to be removed and replaced. This would require chipping and scraping of the existing paint until it is fully removed. Once removed and the corrugated metal surface has been prepared, the new paint can be applied.

The existing “Men” and “Women” restroom signs have deteriorated. It is recommended to remove and replace the signs.

The roofing system shows signs of failure with the evidence of water intrusion that can be observed on the ceiling of the portable structure. Based to the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced.



Building 1405T

Building 1405T is located in the southwest corner of Lockhart Stadium. The building is a portable structure consisting of corrugated metal siding/flushing and an EPDM rubber roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Wood Ramp	The floor boards are warped creating tripping hazards.	FBC: Section 11-4.5.2: Ground and Floor Surfaces.	\$14,740
Wood Ramp	Handrails are splintered.	ADAAG: Section 4.26.4: Eliminating Hazards, handrail shall be free of any sharp or abrasive elements.	\$2,130
Roof	Service life has been reached. Multiple leak locations are evident.	EPDM rubber roofing system needs to be removed and replaced. Does not meet current or future demand.	\$6,320
Fixtures	Current fixtures throughout require service and maintenance.	Does not meet current or future demand.	\$13,000
Interior Ceiling	Evidence of water intrusion at the ceiling joint.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$760
Interior Ceiling	Evidence of extensive mold growth throughout.	The building should be demolished and replaced. Does not meet current or future demand.	Included in Roof Repair



View of overall Building 1405T and Ramp.



View of water intrusion/mold on interior ceiling.

Due to splintering of the handrails, the handrails are recommended to be removed and replaced. The roofing system shows signs of failure with the evidence of extensive water intrusion that can be observed on the ceiling of the portable structure. Due to the water intrusion caused by the roof failure, the interior has developed extensive mold growth throughout. It is recommended that the entire structure be demolished and replaced.

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Building 1406T

Building 1406T is located in the southeast corner of Lockhart Stadium. The building is a portable structure consisting of corrugated metal siding/flushing and an EPDM rubber roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Wood Ramp	The floor boards are warped creating tripping hazards. The door of the women's restroom cannot be opened due to the warped floor boards.	FBC: Section 11-4.5.2: Ground and Floor Surfaces.	\$12,740
Wood Ramp	Handrails are splintered.	ADAAG: Section 4.26.4: Eliminating Hazards, handrail shall be free of any sharp or abrasive elements.	\$2,130
Door Frame	The frame is rusting in locations where paint has chipped or flaked off.	Does not meet current or future demand.	\$140
Plumbing Fixtures	Fixtures have met their service life.	Does not meet current or future demand.	\$13,000
Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Does not meet current or future demand.	\$6,320
Interior Ceiling	Evidence of water intrusion at the ceiling joint.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$760
Interior Ceiling	Evidence of extensive mold growth throughout.	The building should be demolished and replaced. Does not meet current or future demand.	Included in Roof Repair



View of Building 1406T.



View of warped floor boards.



View of water intrusion/mold on interior ceiling.

Due to deterioration of the floor boards, the entire ramp and landing is recommended to be removed and replaced. The corrosion of door frame requires chipping and scraping of the existing paint until it is fully removed. Once removed and the door frame surface has been prepared, the new paint can be applied.

The roofing system shows signs of failure with the evidence of extensive water intrusion that can be observed on the ceiling of the portable structure. Due to the water intrusion caused by the roof failure, the interior has developed extensive mold growth throughout. It is recommended that the entire structure be demolished and replaced.



Building 1407T

Building 1407T is located in the northwest corner of Lockhart Stadium. The building is a portable structure consisting of corrugated metal siding/flushing and an EPDM rubber roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Wood Ramp	The floor boards are warped creating tripping hazards.	FBC: Section 11-4.5.2: Ground and Floor Surfaces.	\$14,740
Wood Ramp	Handrails are splintered.	ADAAG: Section 4.26.4: Eliminating Hazards, handrail shall be free of any sharp or abrasive elements.	\$2,130
Fixtures	Current fixtures throughout require service and maintenance.	Does not meet current or future demand.	\$13,000
Exterior	Mold observed where ramp meets the building.	Pressure wash the building exterior. Does not meet current or future demand.	\$270



View of Wood Ramp and mold on building.

Due to splintering of the handrails, the handrails are recommended to be removed and replaced. Once removed, pressure wash the building exterior to remove signs of mold.

Southeast Office

The Southeast Office is located in the southeast corner of Lockhart Stadium. The building is a portable structure consisting of corrugated metal siding/flushing and an EPDM rubber roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Wood Ramp/Porch	The floor boards are warped creating tripping hazards.	FBC: Section 11-4.5.2: Ground and Floor Surfaces.	\$35,970
Refrigerator	The existing refrigerator shows signs of rust.	The refrigerator should be removed and replaced. Does not meet current or future demand.	\$1,290
HVAC	A/C unit has reached its service life.	Does not meet current or future demand.	\$9,500
Plumbing Fixtures	Require service and general maintenance.	Does not meet current or future demand.	\$4,500
Interior Wall	An interior wall shows signs of mold.	Strip and replace the interior wall. Does not meet current or future demand.	\$720



Overall view of Southeast (SE) Office.

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View of warped floor boards.



View of deteriorated refrigerator.

Due to deterioration of the floor boards, the entire ramp and porch area is recommended to be removed and replaced. The service life of the existing refrigerator has been reached. It is recommended to remove and replace the existing refrigerator. Also, an interior wall shows signs of mold. This wall should be stripped and replaced.

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Temporary Shelter

The temporary shelter is located in the northwest corner of Lockhart Stadium. The temporary shelter consists of a canvas material siding supported by steel girders. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	The canvas material has deteriorated and no longer keeps out the outdoor elements.	Does not meet current or future demand.	\$177,500



View of canvas wall deterioration.

Due to the deterioration of the exterior canvas siding, it is recommended to remove and replace all of the canvas walls.

**Huts #2, #3 and #4**

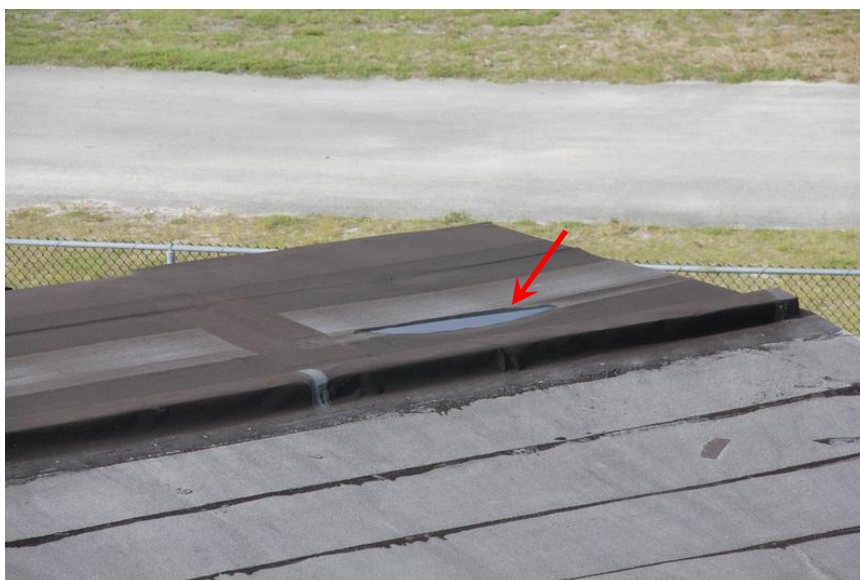
Huts #2, #3 and #4 are located in the southwest corner and the north side of Lockhart Stadium. The buildings are portable structures consisting of corrugated metal siding/flushing and a variety of roofing systems. Current issues associated with the buildings are listed below:

Location	Observation	Justification	Cost
Hut #2- Roof	Deteriorated roofing system. Multiple patches evident.	Service life has been reached. Does not meet current or future demand.	\$5,190
Hut #2- Roof Edge Flashing	Flashing is incomplete.	Does not meet current or future demand.	\$720
Hut #2- Exterior Wall	Abandoned electrical opening.	NEC: Section 314.72 (E): Boxes shall be closed by suitable covers securely fastened in place.	\$50
Hut #2- Exterior Wall	Paint around windows do not match the existing paint of the remainder of the building. Paint is fading.	Does not meet current or future demand.	\$800
Hut #2- HVAC	A/C units require service and maintenance.	Does not meet current or future demand.	\$2,400
Hut #2- Doors	Aluminum frame and hollow metal doors are showing signs of corrosion on the face, frame and hinges.	Does not meet current or future demand.	\$120
Hut #2- Door Overhang	The original door overhang has been partially removed.	Does not meet current or future demand.	\$480
Hut #3- HVAC	Wall mount A/C system has reached its service life.	Does not meet current or future demand.	\$16,000
Hut #3- Plumbing Fixtures	Require service and general maintenance.	Does not meet current or future demand.	\$3,500
Hut #4 HVAC	Through wall A/C units have reached their service life.	Does not meet current or future demand.	\$3,600

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Overall view of Hut #2.



View of patching and ponding.

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View of incomplete roof flashing.



View of abandoned electrical opening.



View of door overhang.

The modified bituminous roofing system shows signs of failure with numerous patches observed on top of the current roof. Based on the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced. The roof edge flashing is incomplete which will require full removal and replacement.

The abandoned electrical opening also needs to be covered per the National Electrical Code. A code violation was observed on the exterior face of the building which consisted of an unsealed penetration in the exterior wall. When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All penetrations will need to be sealed with an approved fire caulking.

Due to the paint around the window frames does not match the paint of the remainder of the building and the paint fading on the rest of the exterior, it is recommended to repaint the entire building.

Aluminum frame and hollow metal doors are showing signs of corrosion on the face, frame and hinges. It is recommended to remove and replace the door and frame system.

The original door overhang has been partially removed. The remaining portions of the overhang are to be removed. The removal should occur prior to the repainting of the building.

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APPENDIX A-2: SITE ELEMENTS – FORT LAUDERDALE STADIUM

The following deficiencies were observed at Fort Lauderdale Stadium. Each division is identified by building/location. (Reference Figure 2 – Fort Lauderdale Stadium Site Plan Key) Each location provides a summary table of issues observed, identifies code related issues, and an opinion of probable costs. Below each table, typical photos of the deficiencies are also provided along with a generic repair protocol for identified deficiencies.

Fort Lauderdale Stadium Concrete Seating Structure

Fort Lauderdale Stadium is comprised of a cast in place concrete bleacher system with a cast in place concrete overhang supported on steel cantilever beams. On top of the concrete overhang there is a press box which overlooks the entire field. There are separate aluminum bleachers located down the left field line, right field line and in right field. Current issues associated with the overall stadium are listed below:

Location	Observation	Justification	Cost
Dugouts	Wood dugout flooring is excessively deteriorated and needs replaced.	FBC: Section 11.4.5.2: Ground and Floor Surfaces.	\$1,640
Dugouts	Cracking at multiple locations on the exterior and interior walls and ceiling.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$840
Dugouts	Exterior and interior paint on the walls and ceiling is chipping/fading.	Condition does not meet current or future demand.	\$1,660
Lower Level Perimeter Walls	Paint is chipping/fading throughout.	Condition does not meet current or future demand.	\$2,750
Stadium Seating Concrete Slabs	Cracking at multiple locations.	ACI 318: Section 10.6.4: Crack Width.	\$2,120
Stadium Seating Concrete Slabs	Exposed reinforcing bars in the concrete slab. Corrosion staining evident.	ACI 301, ACI 318: Steel embedment.	\$3,020

Stadium Seating Concrete Slabs, Top Row	Concrete spalling and exposed reinforcing bars. Excessive corrosion staining evident.	ACI 301, ACI 318: Steel embedment.	\$1,040
Stadium Seating Expansion Joints	Expansion Joints have failed at multiple locations.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$1,230
Behind Home Plate Fence	Corrosion staining evident on the fence posts at multiple locations.	Metal exposed to aggressive elements should be prepared to resist weather.	\$900
Covered Area Seats	The metal frame / wood support seats are excessively deteriorated at multiple locations throughout.	NFPA 101: Section 13.4.8.2: Seating.	\$334,360
Covered Area, Press Box Entrance Stairs	Metal stairs are corroding excessively.	Corrosion damage has decreased the stairs structural capacity.	\$1,780
Covered Area, Section 4, E	The corner of the step has broken off and reinforcing bars are exposed.	ACI 301, ACI 318: Steel embedment.	\$250
Covered Awning	Cracking at multiple locations on the concrete awning. Water intrusion evident.	ACI 318: Section 10.6.4: Crack Width.	\$2,780
Covered Awning	Paint is chipping/fading along the seating section label portion of the awning at multiple locations.	Condition does not meet current or future demand.	\$2,130
Covered Awning, Parking Lot Facing Edge	Concrete spalling on the covered awning edge and underside at multiple locations. Exposed reinforcing bars evident.	ACI 301, ACI 318: Steel embedment.	\$4,680

Stadium Access Ramps, Throughout	Access ramps horizontal projections are too long for the provided slope. ADA access needs to be provided to meet current code.	ADAAG: Section 4.8.2: Slope and Rise. Figure 16.	\$100,000
Stadium Access Ramps, Throughout	Concrete spalling and exposed reinforcing bars at multiple locations on the top and bottom side of the ramps.	ACI 301, ACI 318: Steel embedment.	\$7,120
Stadium Facilities, Throughout	No evidence of fire alarm equipment was found through the locker rooms, equipment rooms, administration building, hospitality building & concessions.	NFPA: Fire alarm detection systems are required within these spaces.	\$100,000
Overall Stadium Exterior	Cracking at multiple locations throughout.	ACI 318: Section 10.6.4: Crack Width	\$1,480
Overall Stadium Exterior	Paint is peeling from the exterior building face.	Condition does not meet current or future demand.	\$7,940
Main Concession Area, Lighting	Lighting is currently turned on by flipping breakers in a panelboard.	NEC: This is not common practice. Lighting contactors are recommended.	\$2,000
Stadium Seating Concrete Bleachers, Underside	Concrete spalling and exposed reinforcing bars at multiple locations. Corrosion staining evident.	ACI 301, ACI 318: Steel embedment.	\$1,640
Stadium Seating Concrete Bleachers, Underside	Paint is flaking off at multiple locations.	Condition does not meet current or future demand.	\$3,540
Covered Awning, Top Level	Electrical conduit support clamps are corroding excessively throughout.	Metal exposed to aggressive elements should be prepared to resist weather.	\$460

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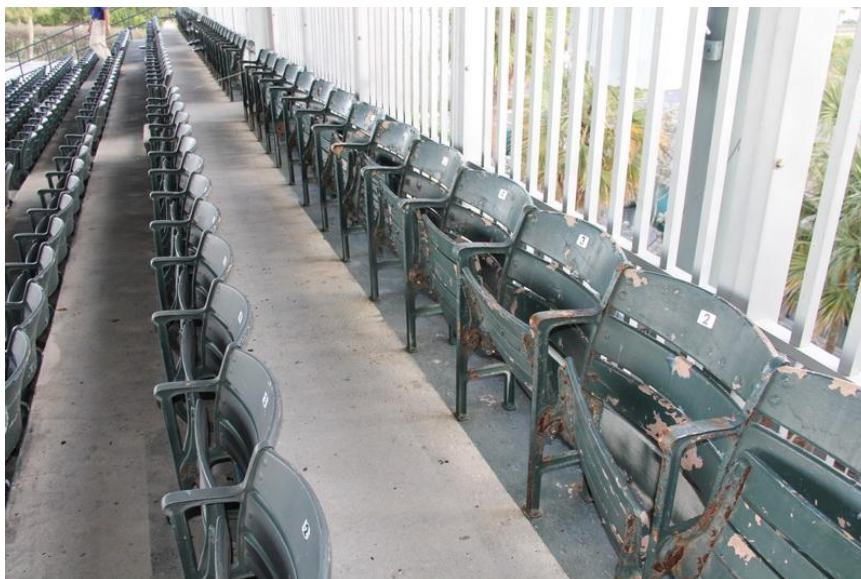
Covered Awning, Top Level	Roof waterproofing layer is separating at the expansion joint location at both ends of the press box.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$340
Covered Awning, Top Level	Handrail paint for press box entrance walkway is chipping and peeling off.	Condition does not meet current or future demand.	\$470
Covered Awning, Top Level	Concrete awning support steel members are corroding at the awning edge location.	Metal exposed to aggressive elements should be prepared to resist weather.	\$420



View of typical faded paint throughout the lower level perimeter wall.



View of typical cracking in the seating concrete slabs.

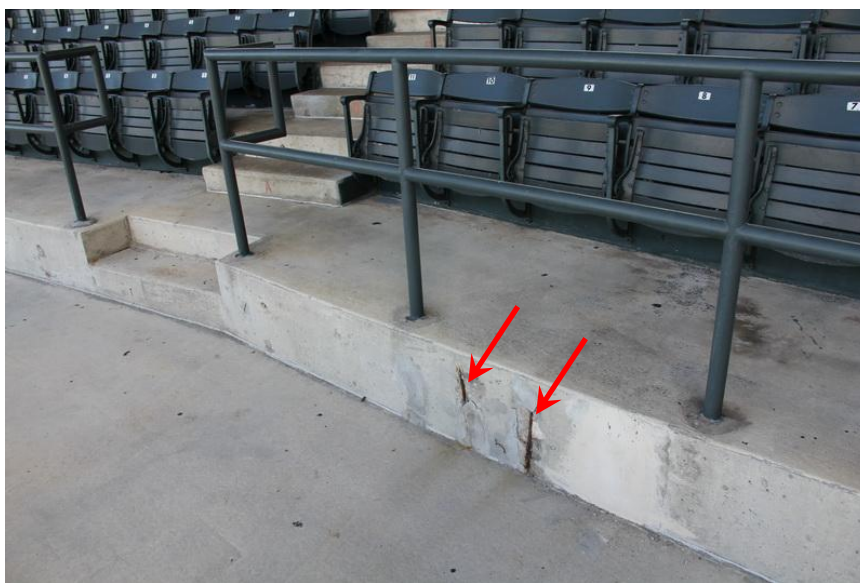


View of the deteriorated metal frame / wood support seats.

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View of the chipping/fading paint along the seating section label portion of the awning.



View of the typical exposed reinforcing bars in the concrete slabs. Corrosion staining is evident.



View of typical concrete spalling and exposed reinforcing bars at the top level of the stadium seats.



View of the spalled concrete at the awning edge. Exposed reinforcing bars are evident.



View of typical spalled concrete and exposed reinforcing bars in the underside of the stadium access ramps.

Throughout the Fort Lauderdale Stadium structure there are numerous locations where concrete is spalling and the underlying reinforcing bars are exposed and corroding. This occurs throughout the seating area at all levels, at the concrete covered awning edges, on the concrete ramps, and on the underside of the stadium seating and concrete ramps. In order to repair these areas adequately, the spalled areas of concrete first need to be chipped away and completely removed. Once this is accomplished, the corroded reinforcing bars need to be wire brushed and cleaned to remove all of the existing rust. Once exposed the reinforcing bar needs to be coated with a rust inhibitor and bonding agent. To finalize the repair, the area will need to be formed and covered with a concrete mix containing a rust inhibitor to prevent further deterioration.

Access ramp locations throughout the site do not meet current ADA requirements. In order to maintain the current symmetry of the left and right field ramps, instead of demolition of the existing ramps, the installation of an ADA elevator at the left field landing is recommended.

A current issue for concern is the older style seating located under the covered awning. These seats have cast iron side supports for the seat and back, with wood slats connecting the frames in-between. These seats are excessively deteriorated in multiple locations where the wood is rotting and the cast iron frames are corroding, therefore it the seats are recommended to be removed and replaced with a similar product.

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Where cracking was observed in the stadium concrete seating area, structural repairs are required. Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space.

Expansion joints at multiple locations in the stadium seating areas have failed. This is evident with expansion joint separation and deterioration. These expansion joints will need to be completely removed and replaced in order to achieve adequate expansion and contraction while also providing a waterproofed seal.

Several areas of the stadium will require removal and replacement of deteriorated paint sections on the exterior walls. This will include pressure washing of the existing surface; remove chipped and blistered paint areas and applying an approved paint to the exterior building surface. In some sections the paint coating exhibits excessive fading and discoloration. These areas will also need to be cleaned, prepared and painted to match the existing conditions.

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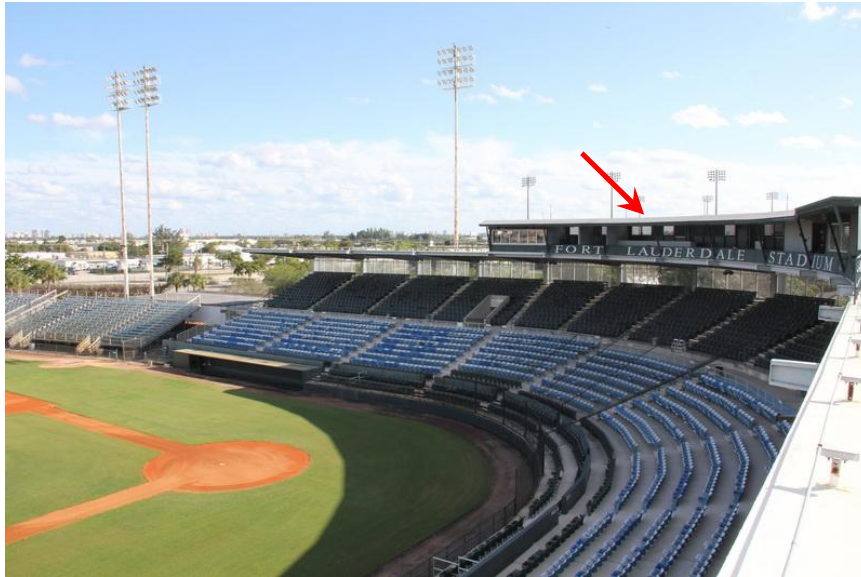
Press Box

The Press Box is located above the stadium seating. The press box is composed of a wood framed structure with wood siding and modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Roof Flashing	Paint is chipping and flaking.	Does not meet current or future demand.	\$1,600
Door	Damaged door.	Does not meet current or future demand.	\$340
Cut Down Sliding Glass Doors	The windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$47,000
HVAC System	A/C wall units have reached their service life.	ASHRAE 2011, Chapter 37.	\$22,000
Electrical Components, Throughout	Panel boards, conduits and enclosures are corroding excessively and need replacement.	NEC: Does not meet current or future demand.	\$25,000
Scoreboard Controller and PA System	Equipment is out of date and not working properly.	Does not meet current or future demand.	\$70,000
Exterior Wall	Incomplete installation.	Does not meet current or future demand.	\$290
Louvers	Metal frame corrosion.	Does not meet current or future demand.	\$470
Radio/TV room Ceiling	Water damage evident.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$1,290
Bathroom Ceiling	Opening.	Does not meet current or future demand.	\$650
Bathroom Fixtures	Fixtures have reached their service life.	Does not meet current or future demand.	\$15,000
Interior Wall	Incomplete Installation.	Does not meet current or future demand.	\$290

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<p>Press Box ADA Accessibility</p>	<p>An elevator was requested to be installed to provide ADA accessibility to the press boxes.</p>	<p>ADA Accessibility Guidelines.</p>	<p>\$180,000</p>
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Overall view of the Press Box.



View of chipping/flaking paint on roof flashing.

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View of damaged door.



View of HVAC hanging by the cord.

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View of incomplete wall.



View of metal frame corrosion.

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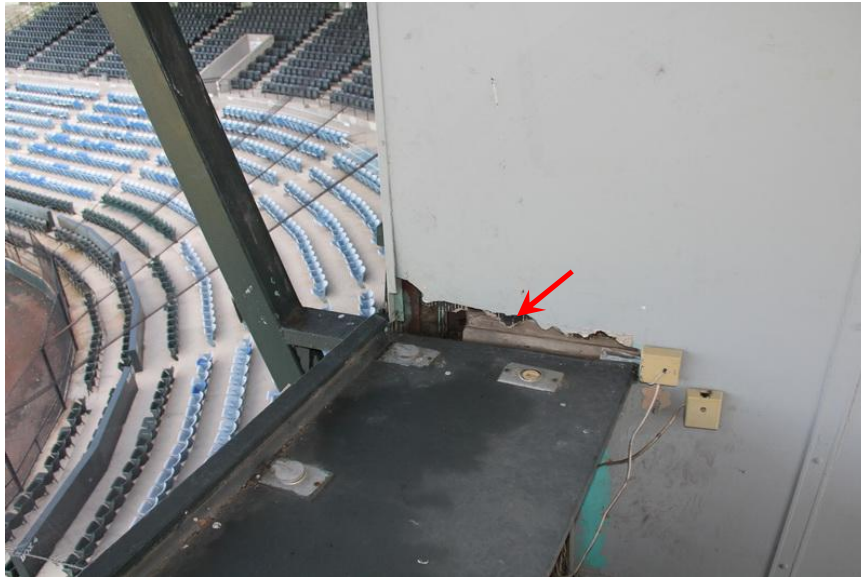


View of ceiling water damage.



View of roof opening.

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View of incomplete wall.

Due to the current condition of the paint on the roof flashing, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the surface has been prepared, the new paint can be applied.

The damaged door is recommended to be removed and replaced. The HVAC wall unit is not properly installed. Prior to reinstallation, verify unit is still operable. If not, remove and replace the entire unit.

Locations where plywood installation is incomplete, it is recommended to remove the plywood section and replace per the original installation design.

The interior metal framing shows signs of corrosion. The corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. Once cleaned, the raw metal needs to be protected with an approved paint type and be applied per the manufacturers' recommendations.

The interior ceiling has evidence of water damage. It is recommended that an investigation be performed to locate the source of the water intrusion. Once identified, the area needs to be water proofed and the roof to be re-installed.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

The existing Press Box does not provide ADA access. An elevator was requested to be installed to provide ADA accessibility to the press boxes.

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Fort Lauderdale Stadium Site Elements

The Fort Lauderdale Stadium site is for the most part composed of all ground level areas around the stadium that are not associated with specific buildings or structures. These areas include all of the concrete and asphalt walking surfaces, the asphalt parking lots and any issues that are identified on the overall Lockhart Stadium property. Current issues associated with the stadiums site are listed below:

Location	Observation	Justification	Cost
Stadium Light Poles	Excessive corrosion staining and paint delamination	Metal exposed to aggressive elements should be protected.	\$11,400
Stadium Lights	Lights are non-operational.	NEC: Existing lights do not meet current or future demand. Do not meet current major and little league lighting standards.	\$693,753
Stadium Left and Right Field Foul Poles	Excessive corrosion staining throughout.	Metal exposed to aggressive elements should be protected.	\$1,430
Batting Cages	Batting cage netting is deteriorating and needs replaced at multiple locations.	Condition does not meet current or future demand.	\$6,000
Left and Right Field Bleachers	Inadequate drainage provided along the ground level bleacher egress walkway.	ADAAG: The path of egress should be free and clear of standing water.	\$41,510
Left Field Bleacher ADA Ramp Railings	Paint is chipping / flaking in multiple locations.	Metal exposed to aggressive elements should be protected.	\$740
Metal Bleachers, Throughout	Bleacher hardware is corroding excessively at multiple locations.	Metal exposed to aggressive elements should be protected.	\$2,860
Outside of Main Electrical Room, Below Main Stadium Seating	Exposed wires with no conduit, LB missing cover, electrical room penetrations of wires not in conduit.	NEC: This installation does not follow code, and is not typical of proper electrical installations.	\$5,000

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Below Main Stadium Seating	Improper installation of conduits supports, and wires installed not in conduit.	NEC: Installation requirements are not met. This is not typical of a commercial electrical installation.	\$5,000
Facility Buildings, Throughout	Inadequate amount of drinking fountains provided.	FBC: Section 403, Table 403.1 Minimum number of required plumbing fixtures.	\$12,800
Facility Restrooms, Throughout	Inadequate amount of restroom facilities provided.	FBC: Section 403, Table 403.1 Minimum number of required plumbing fixtures.	\$515,000
SE and SW Parking Lots	Pavement throughout shows many signs of age distresses.	Preventive maintenance is recommended to prevent and/or delay further pavement deterioration.	\$88,000
SE and SW Parking Lots	After the seal coat is applied, both parking lots will require adequate parking space markings and signage for all regular and handicap parking spaces.	ADAAG: Section 4.6: Parking and Passenger Loading Zones.	\$7,800
SE and SW Parking Lots	Excessively deteriorated pavement areas.	Patch remediation required where necessary. Condition does not meet current or future demand.	\$1,860
SE and SW Parking Lots	Parking Lot areas are lit using pole mounted flood light fixtures. This does not meet current lighting codes; it also provides poor lighting distribution and many areas of poor lighting.	NEC: Does not meet current or future demand. All parking areas should be redone with new modern cut-off fixtures and poles; additional fixtures and poles would be needed to meet the current lighting codes.	\$175,000
Irrigation Pump Controls	Pump controls are in overall poor condition and need replaced.	Does not meet current of future demand. Control panel replacement required.	\$20,000

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West Side of the Stadium, Wooden Guardrails	Wooden guardrails are not anchored properly to the support columns at multiple locations. Wooden columns are broken as well and need replaced.	Condition does not meet current or future demand.	\$13,264
Landscaping Throughout	Current landscaping does not meet local code requirements.	City of Fort Lauderdale Land Development Code: Section 47-21.9 and 47-21.10.	\$704,000
North Baseball Fields	Currently this area is not provided with any power source to use for events and festivities.	Wish list item.	\$50,000



View of typical corrosion staining and missing paint on the stadium light poles.



View of inadequate drainage along the left field bleachers.



View of conduit not properly supported as required, conduit is sagging. This is located underneath the main stadium seating to the left of the main concession stand.



View of excessively deteriorated pavement areas which will require asphalt pavement removal and replacement.



View of parking area west of left field general admissions; very dark and lacks pole mounted fixtures.

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View of administration building parking lot; lighting level does not cover entire parking area.

The asphalt pavement parking lots on the south side of Fort Lauderdale Stadium require a substantial amount of preventative maintenance. Several areas exhibit excessively deteriorated patches and distress which will require asphalt removal and replacement. Overall the pavement throughout is showing its age and is a candidate for a seal coat which would be applied to all of the asphalt parking areas. This is a form of preventative maintenance which will prevent and/or delay further pavement deterioration. Once the seal coat is applied and completed, parking space striping needs to be provided for all regular and handicap spaces.

Most of the parking lot areas use flood lighting type fixtures. These are not modern cut-off style fixtures which meet dark sky requirements, reduce glare, and provide even lighting distribution. Several of the parking areas lack pole/fixtures. A night time light evaluation was performed and measurements were taken with a light meter to determine the current lighting conditions. The results came back very poor and many parking lot areas have large dark areas and areas below typical parking lot lighting levels. Large sections of parking areas have uneven light distribution.

For the stadium light poles, foul poles and left field ADA ramp railings, corrosion staining is evident and the current paint coating is deteriorating. Where corrosion staining was evident, the source of the corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. Once



cleaned, the raw metal needs to be protected with an approved paint type and be applied per the manufacturers' recommendations.

Along the left field line in front of the metal bleachers water stands for extended periods of time on the egress walkway. The current grading at this location needs to be altered to promote drainage from the walking surface.

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Fort Lauderdale Stadium Scoreboard

The Fort Lauderdale Stadium scoreboard is located straight out in center field just beyond the outfield fence. The scoreboard framing is constructed of an array of steel I-beams and angle members strategically welded together. Current issues associated with the stadiums scoreboard are listed below:

Location	Observation	Justification	Cost
Scoreboard Framing	Excessive corrosion staining and paint delamination.	Metal exposed to aggressive elements should be protected.	\$2,420
Scoreboard Controller and PA System	Equipment is out of date and not working properly.	Does not meet current or future demand.	\$70,000



View of typical paint delamination and excessive corrosion staining on scoreboard framing.

Where corrosion staining was evident, the source of the corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. For all other areas on the scoreboard framing the existing paint needs to be removed and prepared for paint. Once cleaned, all of the scoreboard framing needs to be protected with an approved paint type and be applied per the manufacturers' recommendations.

The existing score board controller and PA system have exceed their service life and are recommended to be upgraded.

Boiler Room

The Boiler Room is a perimeter room under the main stadium on the south side. The boiler room is encompassed by CMU walls and two louvered metal doors. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Boiler	Boiler inspection certificate expired in 1999. Heat exchanger, boiler and storage tank appear aged beyond service life.	ASHRAE 2011, Chapter 37. Boiler shall maintain required certifications.	\$185,000
Piping	Improper support system.	Does not meet current or future demand.	\$300



View of the Boiler Room entrance



View of the corroded boiler components.



View of tank, which appears to have aged beyond its service life.



View of improper pipe support system.

Due to the extensive corrosion to the boiler components, improper pipe supports, apparent patches, and expiration of the inspection certificate, it is recommended that the entire system be removed and replaced as it has met its service life.

Main Switchgear Room

The main electrical switchgear equipment is located in the main electrical room near the main concession stand at the southwest corner of the stadium. Current concerns associated with the main electrical switchgear room are listed below:

Location	Observation	Justification	Cost
Main Electrical Room	4,160V equipment belongs in the transformer vault, not the customer's main electrical room.	NEC: Customer's electrical room should be dedicated for electrical equipment beyond the power company's vault. Safety concern for maintenance personnel being in close proximity to 4,160V equipment.	\$25,000
Main Electrical Room	Panelboards are out of date and replacement breakers become expensive and difficult to locate.	Equipment replacement is recommended.	\$50,000
Main Electrical Room	Junction box with exposed wires next to the high voltage equipment, this appears dangerous, and a safety concern.	NEC: Maintenance work should be carried out based on common electrical safety practice.	\$1,000
Main Electrical Room	Poor lighting in the room. Single fixture does not work.	NEC: Equipment rooms should be properly lit for the safety of maintenance personnel.	\$2,000
Main Electrical Room	Several wires and cables penetrate the room, not in conduit, no labeling of what these wires are for.	NEC: Cables not labeled, or cables not in conduit need to have proper rating. Cables should be installed in conduit.	\$20,000
Main Electrical Room	Panelboard branch circuit space covered with tape	This is not proper practice; proper breaker space cover shall be used.	\$500

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View of High Voltage breakers and equipment. Typically equipment of this voltage rating is housed inside the power company's transformer vault room. There are no electrical plans describing this equipment.



View of single light fixture in electrical room, poor lighting in room (this single fixture does not work) a fluorescent fixture above the phone board is the only working room light fixture. The above picture also shows cable not in conduit, example of one of several cables that penetrate room not in conduit.

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Home Team Clubhouse

The Home Team Clubhouse is a perimeter room under the main stadium on the south side. The general concessions area is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Interior Walls	Paint is chipping and peeling.	Does not meet current or future demand.	\$1,570
Interior Wall	Miscellaneous cable protruding from wall.	Does not meet current or future demand.	\$50
Interior Wall	Wall near an exit door appears to have been kicked in.	Does not meet current or future demand.	\$600
Windows	No hurricane protection provided for the windows. Service life has been reached.	Does not meet TAS 202-94.	\$35,300
Transaction Windows	Windows have open edge glass at pass through and speak hole and are in overall poor condition.	Does not meet TAS 202-94.	\$12,400
Handicap Transaction Windows	Windows have open edge glass at pass through and speak hole and are in overall poor condition.	Does not meet TAS 202-94.	\$12,400
Base Boards	Pulled away from the wall.	Does not meet current or future demand.	\$380
Weight Room Windows	Cracks in wall near window corners.	Does not meet current or future demand.	\$300
Weight Room Windows	Signs of water intrusion.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$430
Acoustic Ceiling	Metal frame corrosion/signs of water intrusion.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$4,630
Electrical, Multiple Locations	Multiple locations with exposed wires, or wires installed without conduits.	NEC: Exposed wiring may not have proper rating for this type of installation. It is recommended that wires be installed in conduit.	\$15,000

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A/C Vent	Register deterioration/ acoustic ceiling tile.	Does not meet current or future demand.	\$200
Offices HVAC	Window Unit A/C's lack sufficient ventilation capacity.	FBC: Section 403: Ventilation and Exhaust.	\$55,000
Clubhouse HVAC	Split system A/C appears deficient for ventilation requirements.	FBC: Section 403: Ventilation and Exhaust.	\$215,000
Ceiling Light	Missing Lens	Does not meet current or future demand.	\$230
Bathroom	Cracked/chipped tile.	Does not meet current or future demand.	\$850
Bathroom	Base tiles cracked.	Does not meet current or future demand.	\$520
Office Bathroom	Lack of positive exhaust for bathrooms.	FBC: Section 403: Ventilation and Exhaust.	\$2,500
Showers	Missing shower head.	Does not meet current or future demand.	\$140
Showers	Lighting is dim and inadequate.	NEC: Lighting does not meet current or future demand.	\$5,000
Locker, Shower and Bathrooms	Exhaust system appears deficient.	FBC: Section 403: Ventilation and Exhaust.	\$45,000
Laundry Room	Dryer is missing.	Does not meet current or future demand.	\$5,000
Laundry Room	Washing machine has reached its service life.	Does not meet current or future demand.	\$5,000
Laundry Room	Dryer vent is exposed/ open ducts.	Does not meet current or future demand.	Included in cost for Washer/ Dryer
Locker Room	Signs of water intrusion in wall.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$430
Side Room	Deterioration of previous crack seal.	ACI 318: Section 10.6.4: Crack Width	\$210
Side Room	Exposed rebar in ceiling (underside of stadium).	ACI 301, ACI 318: Steel embedding.	\$680

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Side Room	Evidence of moisture intrusion.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$580
Side Room	Open penetration in the existing wall.	FBC: Fire-Resistance-Rated Construction, Section 712.3.1.2: "Through penetrations shall be protected by an approved penetration fire stop system".	\$320



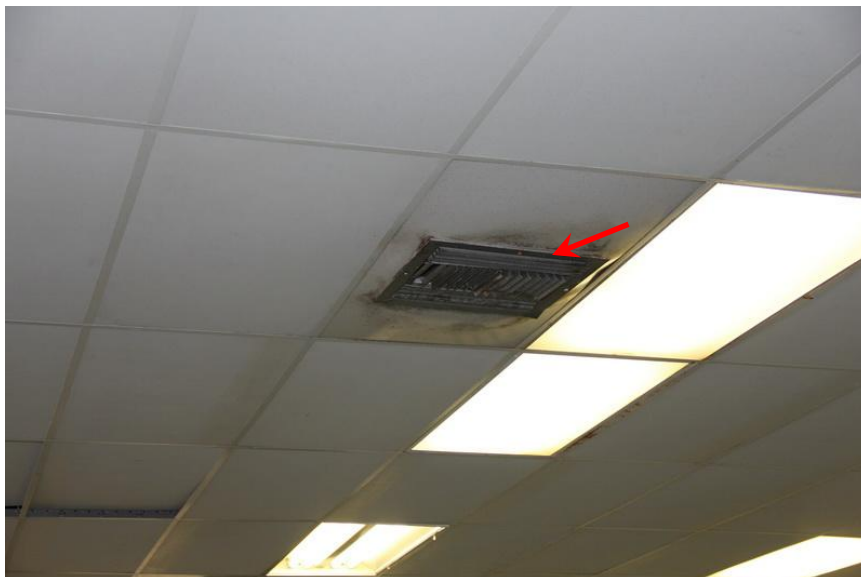
View of kicked in wall near exit.



Typical view of both peeled paint and cracks at window corners.



Typical view of metal frame corrosion.



Typical view of A/C register and acoustic tile deterioration.



Typical view of water intrusion at the wall and ceiling.



Typical view of deteriorated sealant.



Typical view of exposed rebar.



Typical view of moisture intrusion.



View of open wall penetration.

All interior wall paint is chipped and peeling, especially near window locations, therefore it is recommended to prime and repaint. Peeling is occurring due to water intrusion near window locations. Prior to priming and repainting all walls, identify source of water intrusion and repair.

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The adhesive for vinyl base boards is failing. It is recommended to remove existing adhesive and apply adhesive to the back of existing vinyl base boards. The bathroom base tiles and floor tiles are also cracked. It is recommended to remove and replace any broken tiles.

The acoustic ceiling tiles have experienced moisture/water damage. All of the metal frames are rusted and some acoustic tiles are warped and/or stained. It is recommended to remove all ceiling tiles and perform an investigation to locate the source of water intrusion. Once determined, the area should be made water resistant prior to replacing the ceiling tiles.

The laundry room is missing the dryer and the washing machine is rusted and inoperable. It is recommended to remove the existing washing machine and replace with an industrial wash/dryer set. The existing dryer duct work runs through the CMU wall without any fire wall penetration protection. When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All of these penetrations will need to be sealed with an approved fire caulking.

The side room is ceiling is the underside of the stadium seating. There are several signs of water intrusion in this area. Attempts to address the issue was observed, such as caulking of a joint, wood planks to cover a possible hole, and corrugated metal sheeting to redirect the moisture. An investigation on the source of the water intrusion must be performed. This source may be found in the bleachers and not the underside of the stadium. Once determined, the appropriate repairs should be made. All penetration must be sealed.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

The transaction windows will need to be replaced with a bullet proof product. The glass should be bullet proof if dealing with money and a pass through tray should meet safety standards as well. A microphone and speaker inserted into the glass would be required to increase productivity and privacy with a large crowd. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

There are several electrical panel boards that show the same issues as the other areas of the stadium; branch circuits are not accurately labeled, branch circuits have been added over time and no accurate documentation exist of the improvements done over the years. There are also several locations in the clubhouse where exposed wires exist which will need to be contained in conduit. Lighting in the shower area is very poor and dim and should all be replaced.

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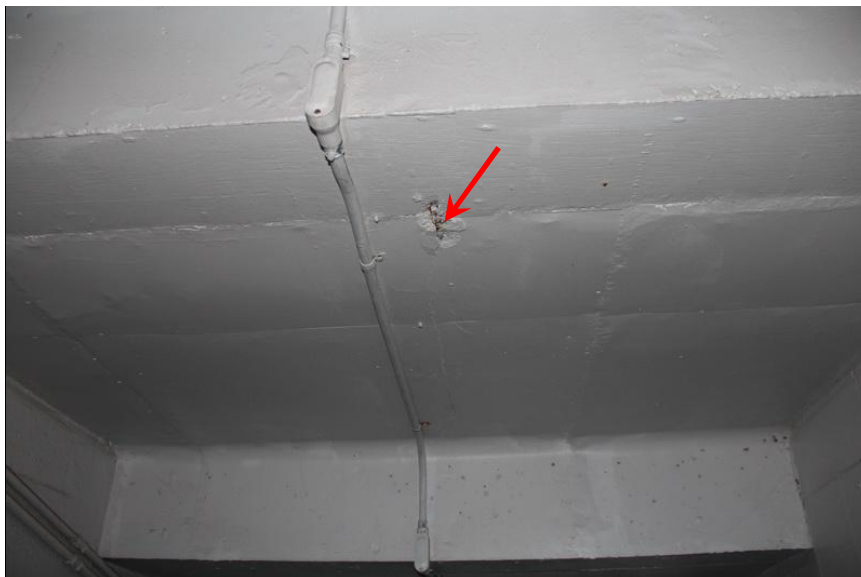
Home Team Dugout Corridor

The Home Team Dugout Corridor is a passage way from the home team’s locker room to the dugout area. The passage is located under the main stadium and is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Ceiling Light	Rusted and discolored.	Does not meet current or future demand.	\$90
Ceiling	Exposed rebar.	ACI 301, ACI 318: Steel embedment.	\$320
Wall	Cracks.	ACI 318: Section 10.6.4: Crack Width	\$300



View of rusted and discolored ceiling light.



View of the exposed rebar.



View of wall cracks.

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The corridor ceiling light is rusted and discolored and should be removed and replaced. Exposed rebar was observed on the ceiling, it is recommended to be patched and sealed. Due to the crack patterns observed on the building, two repair conditions exist:

- (1) Craze crack patterns call for removal of the stucco down to the bare concrete. Once the surface is prepped, apply a bonding agent and stucco mix, per the manufacturer's recommendations.
- (2) Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space.

For either repair, paint may be needed as a final touch up depending on the repair area.

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Maintenance Facility

The Maintenance Facilities is a perimeter room under the main stadium on the south side. The maintenance facilities area is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Ceiling	Exposed reinforcing bars.	ACI 301, ACI 318: Steel embedment.	\$1,020
Jalousie Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$10,900
Interior Wall	Unsealed pipe penetrations.	FBC: Fire-Resistance-Rated Construction, Section 712.3.1.2: "Through penetrations shall be protected by an approved penetration fire stop system."	\$200
Storage Room Wall	Water damage is evident.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$2,340
Storage Room Door	Water damage is evident.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$570
Storage Room	Room is lacking ventilation.	FBC: Section 403: Ventilation and Exhaust.	\$5,000
Lawn Equipment Storage Room	Room is lacking ventilation.	FBC: Section 403: Ventilation and Exhaust.	\$5,000
Restroom	Room is lacking positive exhaust system.	FBC: Section 403: Ventilation and Exhaust.	\$1,500
Plumbing Fixtures	Fixtures have exceeded their service life.	Does not meet current or future demand.	\$3,000
Shop Ventilation	Shop is poorly ventilated with a wall exhaust fan and louvers.	FBC: Section 403: Ventilation and Exhaust.	\$35,000
HVAC	Window Unit A/C is excessively aged and inadequate.	FBC: Section 403: Ventilation and Exhaust.	\$12,800

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Overall view of Maintenance Facility.



Typical view of the exposed rebar.



Typical view of pipe penetrations.



View of water damage to storage room.



Exposed reinforcing bars need to be cleaned with a wire brush until all of the existing rust is removed. Removal of 6 inches of concrete may be needed to address all corrosion. Once cleaned, the raw metal needs to be protected with an approved corrosion inhibitor and be applied per the manufacturers' recommendations. Repair mortar may then be used to replace the removed concrete.

When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All of these penetrations will need to be sealed with an approved fire caulking.

Due to the storage room water damage, it is recommended that the entire partition area be removed and replaced.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

Stadium Office

The Stadium Office is a perimeter room under the main stadium on the south side. The stadium office is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Interior Wall	Wood panel delamination.	Does not meet current or future demand.	\$2,650
Jalousie Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$10,200
Fixed Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$3,400
HVAC	Window Unit A/C for office area is excessively aged and inadequate.	FBC: Section 403: Ventilation and Exhaust.	\$65,000
Bathroom Fixtures	Fixtures are outdated.	Does not meet current or future demand.	\$7,500
Bathroom	Room lacks positive exhaust.	FBC: Section 403: Ventilation and Exhaust.	\$3,500
Ceiling	Water intrusion is evident.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$1,200
Ceiling	Support beam is sagging.	Does not meet current or future demand.	\$2,340



View of Stadium Office Entrance.



Typical view of delamination of wood panels.



Typical view of failing roof member.

Due to the delamination, the affected panels must be removed. Then follow manufacturer's installation process. One of the roof beams is bowing. This may be due to water intrusion or excessive loading. An investigation into the source issue must be performed, and then two repair conditions may exist:

- 1) If the result is found to be water intrusion, the area should be made weather resistant and the roof ply wood is recommended to be removed and replaced.
- 2) If the result is found to be excessive loading, an analysis will need to be performed to determine how to properly provide structural support to the structure.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

First Aid

The First Aid room is a perimeter room under the main stadium on the south side. The room is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Jalousie Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$5,700
HVAC	Window Unit A/C is excessively aged and inadequate.	FBC: Section 403: Ventilation and Exhaust.	\$5,500

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

Men’s and Ladies Restrooms

The men’s and ladies restrooms are located under the main stadium on either side of the main concession stand. The room is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Jalousie Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$10,400
Fixtures	Bathroom fixtures are outdated.	Does not meet current or future demand.	\$140,000
Exhaust Fans, Both Restrooms	Fans do not have service disconnects.	NEC: Based on fan rating and size, service disconnects should be provided.	\$1,000



Both men’s and women’s bathrooms near the main concession stand have exhaust fans that do not have service disconnects.



View of Jalousie windows.

Based on the size and power rating of the exhaust fans in both the men's and ladies restrooms, they will need to be provided with a service disconnect.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

Trunk Storage

The Trunk Storage is a perimeter room under the main stadium on the south side. The trunk storage is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Interior Wall	Unsealed pipe penetrations.	FBC: Fire-Resistance-Rated Construction, Section 712.3.1.2: "Through penetrations shall be protected by an approved penetration fire stop system."	\$300



View of Stadium Office Entrance



Typical view of pipe penetrations

When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All of these penetrations will need to be sealed with an approved fire caulking.

Umpire Room

The Umpire room is a perimeter room under the main stadium on the south side. The room is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
HVAC	Window Unit A/C is excessively aged and inadequate.	FBC: Section 403: Ventilation and Exhaust.	\$5,500
Ceiling	Sagging ceiling tiles	Does not meet current or future demand.	\$250
Shower	Leaking shower head	Does not meet current or future demand.	\$140
Shower	Cracked tiles	Does not meet current or future demand.	\$170



View of Umpire Room Entrance



View of wall A/C unit and sagging roof tiles.



View of cracked tiles and corroded drain.

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When penetrations are not sealed with an approved fire rated sealant, the walls fire rating is compromised. All of these penetrations will need to be sealed with an approved fire caulking.

The sagging ceiling tiles should be removed and replaced. The shower head is leaking and the drain is corroded with broken tiles surrounding it. The shower head is recommended to be replaced. The corroded drainage grate should be removed and replaced and the surrounding six inches of tiles should be removed and replaced with a similar pattern.

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Visitor's Clubhouse

The Visitor's Clubhouse is a perimeter room under the main stadium on the south side. The clubhouse is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
HVAC	Window Unit A/C system is inadequate and is excessively aged.	FBC: Section 403: Ventilation and Exhaust.	\$85,000
Lockers, Showers and Bathroom Exhaust	Exhaust systems are not provided.	FBC: Section 403: Ventilation and Exhaust.	\$25,000
Jalousie Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$13,900
Support Column	Structural Cracks.	ACI 318: Section 10.6.4: Crack Width	\$195
Showers	Lighting is dim and inadequate.	NEC: Lighting does not meet current or future demand.	\$5,000
Plumbing Fixtures	Fixtures have reached their service life.	Does not meet current or future demand.	\$45,500
Acoustic Ceiling	Frame corrosion.	Does not meet current or future demand.	\$250



View of Visitor Clubhouse Entrance.



View of wall A/C unit and support column.

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View of acoustic ceiling frame corrosion.



View of acoustic ceiling frame corrosion.

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Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space. Paint may be needed as a final touch up depending on the repair area.

Due to signs of corrosion on the acoustic tile frames, it is recommended to be removed and replaced.

Where corrosion staining was evident, the source of the corrosion needs to be cleaned with a wire brush until all of the existing rust is removed. Once cleaned, the raw metal needs to be protected with an approved paint type and be applied per the manufacturers' recommendations.

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General Concessions

The General Concessions is a perimeter room under the main stadium on the south side. The general concessions area is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Light	Missing light cover.	Does not meet current or future demand.	\$160
Kitchen Panelboard	Panelboards are covered by tables, and equipment, not meeting NEC clearances. It is also recommended that these panelboards be replaced.	NEC: Clearances shall be maintained about equipment for the safety of maintenance personnel.	\$15,000
Kitchen Fixtures	Fixtures have reached their service life.	Does not meet current or future demand.	\$80,000
Walk in Cooler	Cooler appeared to have reached its service life.	ASHRAE 2011, Chapter 37.	\$25,000
Base Tile	Deteriorated.	Does not meet current or future demand.	\$1,480
Fan	Missing blades.	Does not meet current or future demand.	\$180
Ceiling	Previous patch failure.	Does not meet current or future demand.	\$850



View of the General Concessions Area.



View of the missing light cover.



View of deteriorated tile.



View of missing fan blades.

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View of failing patch.

A few light fixtures are missing the coverings, therefore it is recommended to install appropriate light covers. Also, one of the ceiling fans is missing two blades. In order to improve efficiency, it is recommended to either install two blades from the same model fan, or remove and replace with a new unit.

The base tiles around the room are deteriorated, it is recommended to remove and replace. The ceiling has received previous patch repairs. These repairs are now cracked and delaminating from the ceiling. It is recommended to remove the previous repair patch and re-seal and re-patch.

Hospitality Building

Hospitality Building is located in the northwest corner of The Fort Lauderdale Stadium. The Hospitality Building is composed of CMU walls and a solid concrete ceiling topped with modified bituminous roofing system. The building has one main event room and restrooms. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Propane Tank	Propane storage tank is over 20 years old.	Apparent age has exceeded service life.	\$80,000
Exterior Door	Corrosion on hinges.	Does not meet current or future demand.	\$770
Windows	Windows are in overall poor condition and do not have hurricane protection.	Does not meet TAS 202-94.	\$22,700
Storefront Entry Door	Exhibit signs of water infiltration.	Does not meet TAS 202-94.	\$7,900
Dining Room	Portion of base board is missing.	Does not meet current or future demand.	\$170
Main Event Room	Defects on the finished surface observed under the window sill.	Does not meet current or future demand.	\$210
Women ADA Water Closet	Grab bar is missing.	ADAAG: Section 4.17.6: Grab Bars.	\$50
Men ADA Water Closet	Grab bar is missing.	ADAAG: Section 4.17.6: Grab Bars.	\$50
Hallway	Base board in hall way deteriorated.	Does not meet current or future demand.	\$580
HVAC	A/C system service and general maintenance required.	Does not meet current or future demand.	\$30,000
HVAC	A/C units plenum base appears aged and possibly water damaged.	Does not meet current or future demand.	\$10,000
HVAC	A/C condensate drain pipes require traps.	FBC: Section 307: Condensate disposal.	\$800

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HVAC Closet	Apparent water damage and unraveling of pipe insulation.	Does not meet current or future demand.	\$1,220
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Overall view of Hospitality Building.



View of finished surface deviations.

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View of ADA restroom with missing grab bar.



View of HVAC closet and base board damage.

The exterior propane tank appears to be over 20 years old and has exceeded its service life. It is recommended to be removed and replaced. Rust was also observed on the exterior door hinges, therefore it is recommended that the hinges be removed and replaced.

In the main event room, portion of the base board is missing and deviations in the finished surface under the window sill was observed. The base board must be removed and reinstalled to eliminate gaps. The finished surface under the window sill needs to be sanded and repainted.

The installation of one grab bar on the demising wall is required by the accessibility code. The base board under the HVAC closet in the hallway has deteriorated due to apparent water damage. It is recommended to be removed and replaced. In the HVAC closet, apparent water damage to the HVAC base and unraveling of the pipe insulation was observed. The HVAC is recommended to be removed and replaced. The pipe insulation needs to be secured.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

Administration Building

Administration Building is located south side of The Fort Lauderdale Stadium. The Hospitality Building is composed of CMU walls and a solid concrete ceiling topped with modified bituminous roofing system. The building has one main event room and restrooms. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Door	Corrosion on hinges.	Does not meet current or future demand.	\$920
Storefront Entry Door	Exhibit signs of water infiltration.	Does not meet TAS 202-94.	\$26,600
HVAC Closet	Indentation in wall.	Does not meet current or future demand.	\$200
HVAC	A/C system service and general maintenance required.	Does not meet current or future demand.	\$15,000
Plumbing Fixtures	Fixtures require service and general maintenance. Replacement required in multiple locations.	Does not meet current or future demand.	\$7,000
Women ADA Water Closet	Grab bar is missing.	ADAAG: Section 4.17.6: Grab Bars.	\$50
Men ADA Water Closet	Grab bar is missing.	ADAAG: Section 4.17.6: Grab Bars.	\$50
Roof	Raised flashing.	Does not meet current or future demand.	\$310
South Wall	Cracks.	ACI 318: Section 10.6.4: Crack Width	\$740
Room	Floor board damage.	Does not meet current or future demand.	\$430
Windows	Window locks are failing; they do not open or shut properly and are in poor overall condition.	Does not meet TAS 202-94.	\$25,900
Exterior Window	Stucco damage has exposed concrete.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$310

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Overall view of the Administration Building.



View of ADA restroom with missing grab bar.

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View of roof flashing and wall crack.



View of damaged floor boards.



Rust was also observed on the exterior door hinges, therefore it is recommended that the hinges be removed and replaced. The indentation observed in the HVAC closet is recommended to be patched. The installation of one grab bar on the demising wall is required by the accessibility code.

On the south side of the building, raised flashing and cracks in the concrete wall were observed. It is recommended that the flashing be properly fastened and the cracks be sealed and painted.

Due to apparent damage to the floor boards, it is recommended to be removed and replaced.

The glass and glazing will need to be replaced with an impact product to protect the structure from storms and hurricanes. The existing product will have to be removed, recycled and replaced with a glass and glazing product which would be installed per the provided shop drawing specifications.

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Left Field General Admission Building

The Left Field General Admission Building is located in the northwest corner of The Fort Lauderdale Stadium. The ticket booth is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking.	Does not meet current or future demand.	\$190
Roof Edge Flashing	Paint is chipping and flaking.	Does not meet current or future demand.	\$440
Lighting	Wire guard is corroded.	Does not meet current or future demand.	\$160
HVAC	No A/C is provided for this space. With added electrical loading for future demand, A/C will be needed.	FBC: Section 402: Louver ventilation will no longer meet future demand.	\$5,500
Interior	Internet and electrical systems to upgrade facility to computerized ticketing devices is recommended.	Items are requested to meet future demand.	\$4,500
Floor	Paint is chipping and flaking.	Does not meet current or future demand.	\$430



Overall view of Left Field General Admission Building.



View of roof flashing paint flaking.

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View of corroded wire guard.

Due to the current condition of the paint on the exterior of the ticket booth and roof flashing, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw concrete surface has been prepared, the new paint can be applied. The wire guard on the ceiling lighting has been corroded. It is recommended to be removed and replaced.

Currently the ticket booth is not an air conditioned space. The future use demand will require computer/electronic equipment to aid with the admission of patrons. The installation of computer/electronic equipment will require the space to be air conditioned. In addition to A/C, internet and electrical systems will be needed to support the proposed computer/electronic equipment.

Left Field Concessions Building

The Left Field Concessions Building is located in the northwest corner of The Fort Lauderdale Stadium. The building serves as a restroom area and concessions stand. The concession building is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking.	Does not meet current or future demand.	\$920
Roof Edge Flashing	Paint is chipping and flaking.	Does not meet current or future demand.	\$790
Lighting	Wire guard is corroded.	Does not meet current or future demand.	\$350
Men/Women Signs	Signs have deteriorated.	Does not meet current or future demand.	\$310
Men/Women Restrooms, Fixtures	Fixtures are outdated.	Does not meet current or future demand.	\$86,000
Men/Women Restrooms, Ventilation	Rooms ventilated with louvers and no exhaust fans.	FBC: Section 403: Ventilation and Exhaust.	\$18,500
Men/Women Restrooms	Floor paint is chipping and flaking.	Does not meet current or future demand.	\$430
Men/Women Restrooms	Floor drain grate corroded.	Does not meet current or future demand.	\$540
Concession Counter	Missing tiles.	Does not meet current or future demand.	\$110



Overall view of Left Field Concessions Building.



View of restroom floor.



View of concessions counter.

Due to the current condition of the paint on the exterior of the concession stand and roof flashing, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw surface has been prepared, the new paint can be applied. The wire guard on the ceiling lighting has been corroded. It is recommended to be removed and replaced.

The existing "Men" and "Women" restroom signs have deteriorated. It is recommended to remove and replace the signs. The floor drain grates are corroded and are recommended to be removed and replaced.

The concessions counter top is missing tiles and the perimeter wood has been stripped. It is recommended to remove and replace the perimeter wood then replace the missing tiles to the counter top.

Outfield Concessions Building

Outfield Concessions Building is located in the southeast corner of The Fort Lauderdale Stadium. The building serves as a restroom area and concessions stand. The concession building is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Roof Edge Flashing	Southeast corner is not properly fastened.	Does not meet current or future demand.	\$160
Exterior Walls	Cracking.	ACI 318: Section 10.6.4: Crack Width.	\$180
Plumbing Fixtures	Fixtures have reached their service life.	Does not meet current or future demand.	\$43,000
Restroom Exhaust System	System is inadequate.	FBC: Section 403: Ventilation and Exhaust.	\$12,000
Overhead Electrical	Loose wire.	Does not meet current or future demand.	\$50



Overall view of Outfield Concessions Building.

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View of loose electrical wire.

The southeast corner flashing is bent away from the roof. It is recommended to properly fasten the flashing. On the east side of the building, a loose electrical wire was observed. The wire must be properly secured.

Due to the crack patterns observed on the building exterior, two repair conditions exist:

- (1) Craze crack patterns call for removal of the stucco down to the bare concrete. Once the surface is prepped, apply a bonding agent and stucco mix, per the manufacturer's recommendations.
- (2) Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space.

For either repair, paint may be needed as a final touch up depending on the repair area.

Main General Admission Building

The Main General Admission Building is located on the south side of The Fort Lauderdale Stadium. The building serves as a ticket booth and souvenir stand. The building is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Roof Edge Flashing	Paint is chipping and flaking.	Does not meet current or future demand.	\$870
Exterior Walls	Holes in concrete surface.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$370
Lighting and Electrical Wiring	Current lighting is in poor condition and wiring is exposed throughout.	NEC: Does not meet current or future demand. Exposed wires should be contained in conduit.	\$4,000
Interior	Internet and electrical systems to upgrade facility to computerized ticketing devices is recommended.	Items are requested to meet future demand.	\$4,500
HVAC	No A/C is provided for this space. With added electrical loading for future demand, A/C will be needed.	FBC: Section 402: Louver ventilation will no longer meet future demand.	\$6,500
Interior Ceiling	Evidence of water intrusion at the ceiling joint.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$360
Roof	Deteriorated roofing system.	Service life has been reached. Does not meet current or future demand.	\$7,410



Overall view of Left Field General Admission Building.



Typical view of interior ceiling water intrusion.



View of roof edge flashing paint peeling.

Due to the current condition of the paint on the roof flashing, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the surface has been prepared, the new paint can be applied. There are miscellaneous holes in the exterior walls. It is recommended to patch and paint these locations.

The Main General Admission Building also had a lot of exposed wiring (telephone, CATV, some electrical wires) along the walls and ceilings. All of these wires need to be contained within conduit. Lighting fixtures within this building were also in need of repair or replacements.

The roofing system in both souvenir buildings show signs of failure with the evidence of water intrusion that can be observed on the ceiling of the portable structure. Based to the existing condition of the roofing system, it is recommended that the entire roof be removed and replaced.

Currently the ticket booth is not an air condition space. The future use demand will require computer/electronic equipment to aid with the admission of patrons. The installation of computer/electronic equipment will require the space to be air conditioned. In addition to A/C, internet and electrical systems will be needed to support the proposed computer/electronic equipment.

Right Field Concessions Building

The Right Field Concessions Building is located in the southeast corner of The Fort Lauderdale Stadium. The building serves as a restroom area and concessions stand. The concession building is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Men/Women Signs	Signs have deteriorated.	Does not meet current or future demand.	\$310
Restrooms	Rooms lack positive exhaust and A/C.	FBC: Section 403: Ventilation and Exhaust.	\$18,500
Restroom Fixtures	Fixtures appear aged and beyond service life.	Does not meet current or future demand.	\$86,000
Concession Plumbing Fixtures and Water Heater	Fixtures and water heater have reached their service life.	Does not meet current or future demand.	\$25,000



View of Right Field Concessions Building.

The existing “Men” and “Women” restroom signs have deteriorated. It is recommended to remove and replace the signs.

KHA# 044693060

Right Field General Admission Building

The Right Field General Admission Building is located in the southeast corner of The Fort Lauderdale Stadium. The ticket booth is composed of CMU walls and a solid concrete ceiling topped with a modified bituminous roofing system. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Exterior Walls	Paint is chipping and flaking.	Does not meet current or future demand.	\$190
Roof Edge Flashing	Paint is chipping and flaking.	Does not meet current or future demand.	\$440
Lighting	Wire guard is corroded.	Does not meet current or future demand.	\$160
HVAC	No A/C is provided for this space. With added electrical loading for future demand, A/C will be needed.	FBC: Section 402: Louver ventilation will no longer meet future demand.	\$5,500
Interior	Internet and electrical systems to upgrade facility to computerized ticketing devices is recommended.	Items are requested to meet future demand.	\$4,500
Floor	Paint is chipping and flaking.	Does not meet current or future demand.	\$430



Overall view of Right Field General Admission Building.

Due to the current condition of the paint on the exterior of the ticket booth and roof flashing, the current paint needs to be fully removed and replaced. This would require pressure washing, chipping and scraping of the existing paint until it is fully removed. Once removed and the raw concrete surface has been prepared, the new paint can be applied. The wire guard on the ceiling lighting has been corroded. It is recommended to be removed and replaced.

Currently the ticket booth is not an air conditioned space. The future use demand will require computer/electronic equipment to aid with the admission of patrons. The installation of computer/electronic equipment will require the space to be air conditioned. In addition to A/C, internet and electrical systems will be needed to support the proposed computer/electronic equipment.

Right Field Bullpen

The Right Field Bullpen is located just beyond the main stadium bleacher structure down the right field line. The bullpen is encompassed by CMU walls, metal framing and siding with a metal framed roofing system. Current issues associated with the bullpen are listed below:

Location	Observation	Justification	Cost
Panelboard	Panelboard equipment is outdated and the enclosure is rusted.	NEC: Panelboard equipment should be replaced with a NEMA 3R rated equipment.	\$3,000
Fixed Window	Window is in poor overall condition and the glass has been removed from the frame.	Does not meet TAS 202-94.	\$1,600



View of the Right Field Bullpen Building.



View of rusting panelboard located in the right field bull pen; a NEMA 3R rated enclosure should have been used here because the panel's location; replacement is recommended.

Right Field Storage Room

The Right Field Storage Room is a perimeter room under the main stadium on the south side. The storage room is encompassed by CMU walls. Current issues associated with the building are listed below:

Location	Observation	Justification	Cost
Ceiling	Exposed reinforcing bars.	ACI 301, ACI 318: Steel embedment.	\$1,020
Interior Wall	Water intrusion is evident.	FBC: Section 1403.2: Exterior walls shall be weather resistant.	\$390



Overall view of Storage Room



Typical view of the exposed rebar



Typical view water intrusion



Exposed reinforcing bars need to be cleaned with a wire brush until all of the existing rust is removed. Removal of 6" of concrete may be needed to address all corrosion. Once cleaned, the raw metal needs to be protected with an approved corrosion inhibitor and be applied per the manufacturers' recommendations. Repair mortar may then be used to replace the removed concrete.

Where water intrusion is evident, the source of the intrusion needs to be located. Structural crack patterns call for epoxy injection at the location. For this, the crack is routed and multiple injection ports are set along it. Once set, injection of epoxy shall be performed to fill the void space.

KHA# 044693060

Developing Long-Term Strategies for
Resiliency in the Face of Climate Change:

The Uptown Urban Village

Technical Assistance Panel
for the City of Fort Lauderdale, Florida



August 12 and 13, 2014
Fort Lauderdale, Florida



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Urban Land Institute Southeast Florida/Caribbean District Council Technical Assistance Panels

What Are Technical Assistance Panels (TAPs)?

Since 1947, the Urban Land Institute's (ULI) Advisory Services Program has been assisting communities by bringing together week-long panels of seasoned real estate, planning, landscape architecture, financing, marketing, and development experts to provide unbiased pragmatic advice on complex land use and development issues. Several years ago, the ULI Southeast Florida/Caribbean District Council began providing panel services of one or two days to address specific local government issues in areas such as housing, parking, redevelopment, and future land use development. The District Council has 750 members spread along the east coast of Florida from Indian River County through the Florida Keys and from the Caribbean.

How Do TAPs Work?

A sponsor requests the services of a TAP with regard to a specific issue that can be addressed by a panel of experts in one or two days. The District Council assists the sponsor in refining the scope of the assignment and convenes a panel to address those specific issues. The sponsor works within ULI guidelines to provide background information to ULI panelists prior to the panel's convening. When convened, members of the TAP view the subject site, hear from public and private stakeholders, and then deliberate on the assigned issues. At the conclusion of its work, the panel presents an oral report to stakeholders; that is followed by a written report within approximately six weeks. To ensure objectivity, panel members cannot be involved in matters pending before the sponsor, be working for the sponsor, or solicit work from the sponsor during the panel's assignment period. Panel members volunteer their services to the project.

Who Is ULI?

ULI was founded in 1936 as a non-profit institute to facilitate the open exchange of ideas and information among local, national, and international real estate industry leaders and policy makers dedicated to creating better places. Today it has more than 32,000 members worldwide. The ULI does not lobby or act as an advocate for any single industry. It is committed to providing leadership in the responsible use of land and creating and sustaining thriving communities.

Sponsors and Panel Members

Sponsor

City of Fort Lauderdale Florida

City Council

John P. "Jack" Seiler
Mayor

Bruce G. Roberts
Commissioner, District 1

Dean J. Trantalis
Commissioner, District 2

Bobby B. DuBose
Commissioner, District 3

Romney Rogers
Vice Mayor and Commissioner, District 4

City of Fort Lauderdale Staff

Susanne M. Torriente
Assistant City Manager

Debbie Griner
Transportation Manager, Transportation and Mobility Dept.

Jim Hetzel, AICP, LEED Green Associate
Urban Planner (Planner III), Dept. of Sustainable Development

Jim Koeth, LEED AP BD+C
Principal Environmental Strategist,
Public Works Department - Sustainability

Special Thanks To ~

The City of Fort Lauderdale, The Urban Land Institute
Foundation, and Kresge Foundation for supporting the TAP.

The Broward Metropolitan Planning Organization for hosting
the TAP's meetings.

Panel Members

Co-Chairs

Charles W. DeSanti
Principal, DeSanti & Associates

Samuel E. Poole
Shareholder, Berger Singerman

Panelists

Maurice Borrows
District 4 Rail Coordinator, Florida DOT

Ana Gelabert-Sanchez, AICP
Principal, Gelabert-Sanchez & Associates

Kona Gray, ASLA
Principal, EDSA

Rick Hall, P.E.
President, Hall Planning & Engineering, Inc.

Larry Hymowitz
Mobility Coordinator, Modal Development Office, District 4,
Florida Department of Transportation

A. Brian Lomel, P.E., LEED® AP, CxA
TLC Engineering for Architecture

Uri Man
Area VP for Development, Gables Residential/Florida

Darren J. Morse
Director of Acquisitions, Kitson & Partners, LLC

Suria Yaffar, AIA, LEED® AP
Principal and Director of Design, Zyscovich Architects

ULI Southeast Florida/Caribbean District Council

TAP Vice Chairs

Dr. Charles Bohl, Associate Professor and Director
Graduate Program in Real Estate Development and Urbanism, University of Miami, School of Architecture

Charles W. DeSanti
Principal, DeSanti & Associates

District Council Staff

Julie Medley
Executive Director

Carla Coleman
Florida Director

Jean Scott
TAP Report Preparation

ULI Southeast Florida/Caribbean District Council

3170 North Federal Highway, Suite 106
Lighthouse Point, FL 33064
Phone: 954-783-9504

Panel Process and Agenda

Panel Process

The City of Fort Lauderdale Riverwalk TAP process centered on the following five steps:

- Representatives from the ULI Southeast Florida/Caribbean District Council met with city staff to discuss issues related to developing strategies to drive more intense growth to the Uptown Urban Village area.
- ULI Southeast Florida/Caribbean District Council staff researched the city's goals for the TAP and, based on that research, selected the TAP members who had the expertise most tailored to addressing the issues raised by city staff.
- The TAP received a complete set of pre-meeting briefing materials about the Uptown Urban Village area and its planning history.
- The TAP session extended over two days. Its work sessions and public comment meetings were held at offices of the Broward Metropolitan Planning Organization (MPO).
- The TAP, under the leadership of the ULI Southeast Florida/Caribbean District Council, prepared a report on its recommendations and conclusions.



Figure 1



Figure 3



Figure 2



Figure 4

Above: The TAP's tour of the study area ended with experiencing crossing Cypress Creek Road as a pedestrian (Figure 1). The TAP also worked collaboratively to develop its recommendations (Figure 2) and sketch out its ideas through a series of illustrations (Figure 3). Time was also given to hearing from stakeholders and interested citizen, businesses, and community groups (Figure 4).

Panel Agenda

The agenda (included as Appendix A) for the two-day TAP was organized as follows.

On August 12, the panel began its orientation with a lunch meeting and bus tour of the Uptown Urban Village study area. Fort Lauderdale staff used the tour route (Appendix B) to acquaint the panel with the study area. The tour included the experience of trying to walk across Cypress Creek Road (Figure 1). Following the tour, the TAP held an organizational work session. During that time, the TAP learned more about the study area from MPO and city staff. After that, the panel held an organizational discussion (Figures 2 and 3) and met with stakeholders from the area to hear their views (Figure 4). That evening, panel members participated in a working dinner meeting.

On August 13, the panel spent the morning and afternoon working on the issues that the city staff had asked it to address (page 17). Illustrated in Figure 5, the TAP began its work session brainstorming a broad range of ideas. During the day it narrowed and organized those ideas into a meaningful set of priorities. In the late afternoon, the panel members presented their observations and recommendations to an audience of interested citizens and community groups, who also had the opportunity to ask questions and provide feedback.

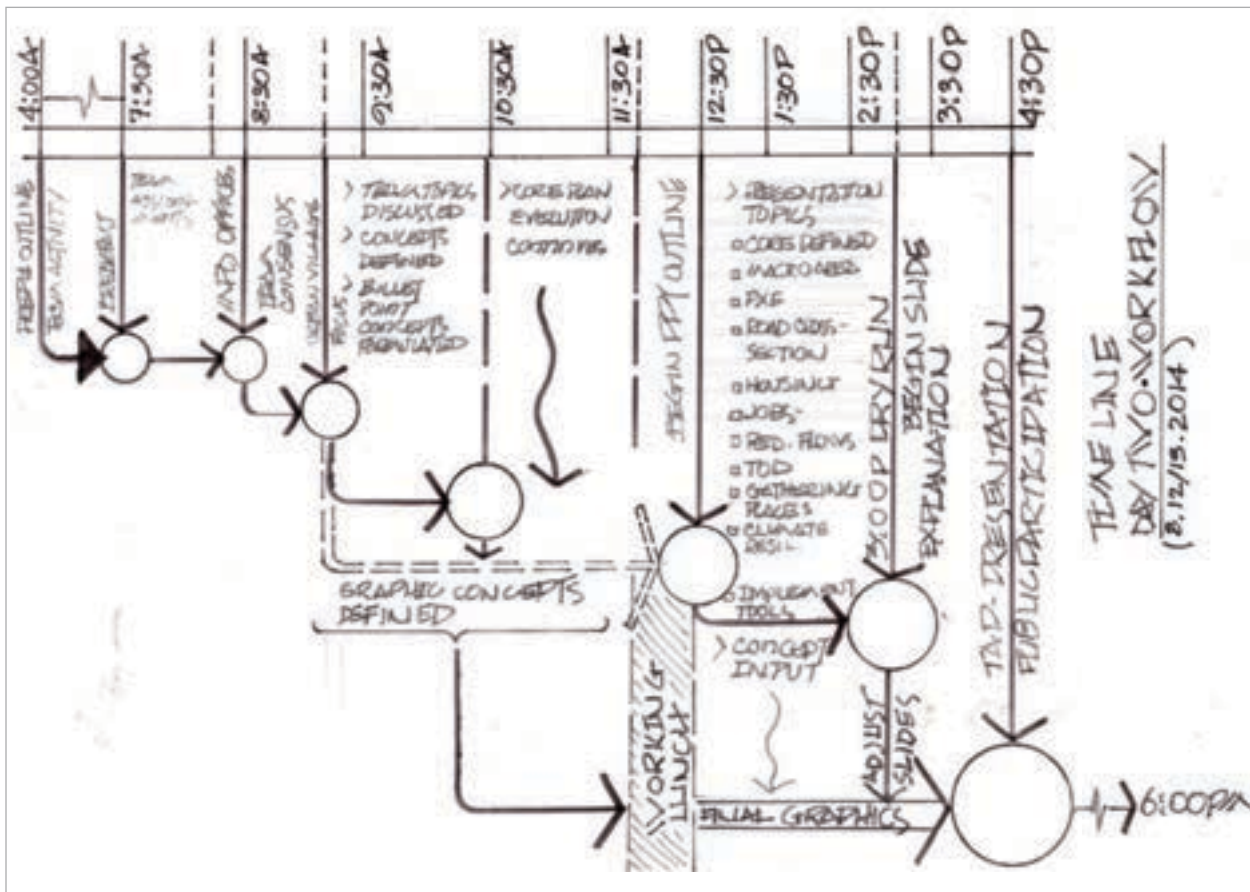


Figure 5: TAP Process Day Two – The timeline reflects the process that managed all ideas converging into a cohesive blend of form and findings.

Background: Creating an Uptown Urban Village as Part of a Long-Term Strategy for Climate Resiliency

The Climate Change Context

The Uptown Urban Village TAP is the second of two Fort Lauderdale TAPs presented by the ULI Southeast Florida/Caribbean District Council. The TAPs are part of the city’s focus on planning for climate resiliency. The TAPs centered on a different location and development type, each of which requires a different approach.. The selection was guided by the recommendation to address areas vulnerable to climate change “adaptation action areas” and areas less vulnerable “growth” areas, as defined in the and Southeast Florida Regional Climate Action Plan.

The first TAP (held in June 2014) examined how redevelopment over time could be designed to adapt the low-lying Riverwalk to the impacts of sea level rise, coastal flooding, and more extreme weather patterns.

The second TAP concentrated on the strategies that could be put in place to drive growth to the higher elevation Uptown neighborhood which has the existing public and transportation infrastructure to facilitate future growth and is designated in city plans (see page 14) as an employment corridor.

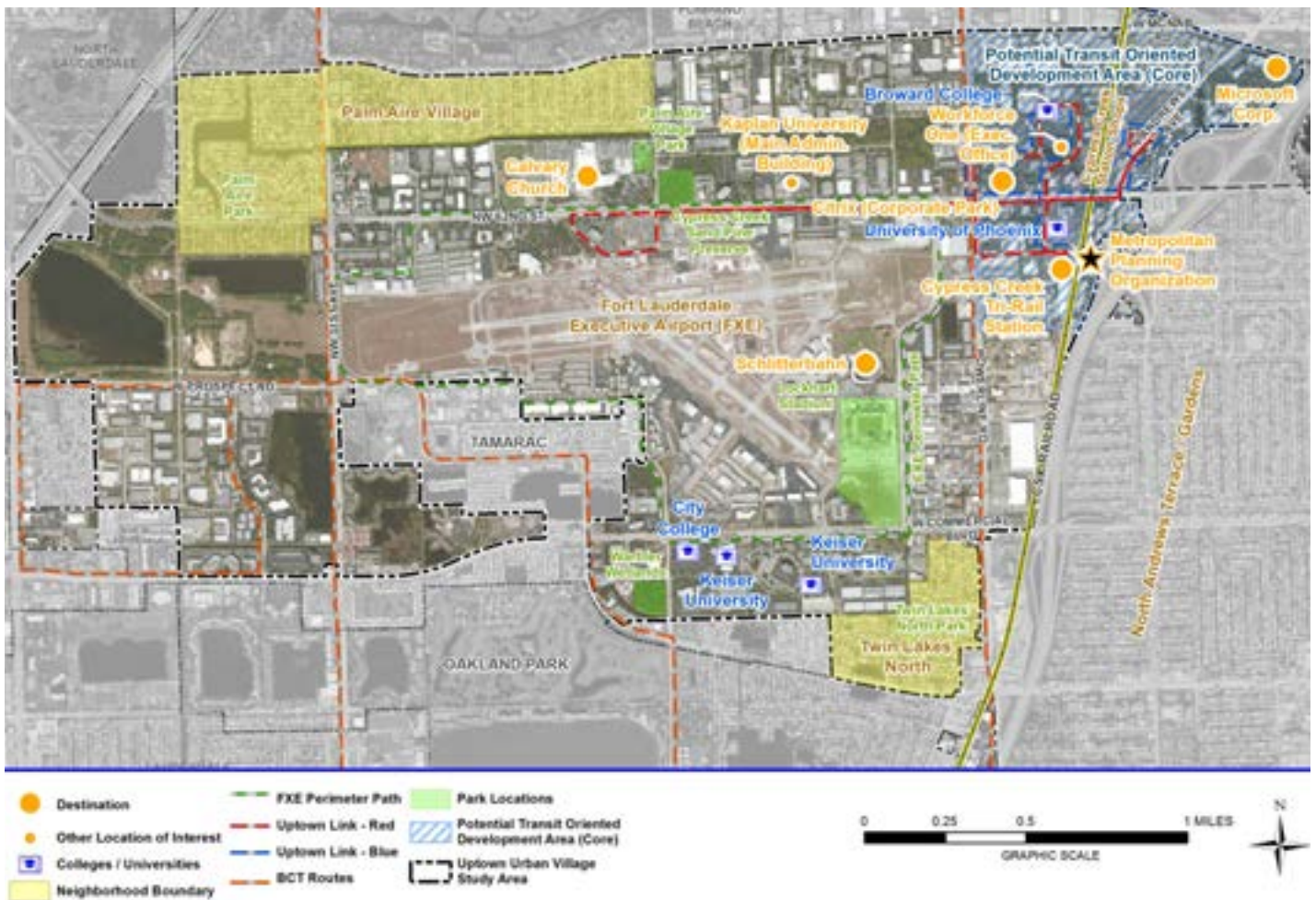


Figure 6: The Uptown TAP investigated strategies that could be used to create a walkable, livable urban village core within the Uptown neighborhood – an area that is located in and around the Fort Lauderdale Executive Airport and the Andrews Avenue and Cypress Creek Road intersection. The area’s core is flanked by the C-14 Canal and McNab Road to the north, 57th Street to the south, one block west of Powerline Road to the west, and I-95 to the east. It is also well-served by regional transit facilities.

The Strategic Importance of Uptown: Location, Location...

The Uptown neighborhood is well-positioned for future investment. It is a dynamic growth area that has excellent access to regional transportation facilities, contains a concentration of higher education institutions, and is the location of major corporate facilities that are key job generators. Important in low-lying Fort Lauderdale, it is also at a higher elevation than much of the surrounding area, making it potentially more resilient to sea level rise.

Transportation Access

In a traffic-congested region where access to a range of transportation options is still a rare commodity, Uptown has the potential framework to become well-connected for arrival by train, plane, car, and bus:

- **Train** – The well used Cypress Creek Tri-Rail Station is on the eastern edge of the Uptown area and located alongside North Andrews Avenue, just north south of Cypress Creek Road.
- **Air** – The Fort Lauderdale Executive Airport is one of the busiest general aviation airports in the country, serving over 160,000 aircraft operations per year.
- **Road** – Uptown is located just west of I-95 and is well-served by major north/south and east/west arterials including Andrews Avenue and Cypress Creek Road. Where the roadways come together creates the economic hub of Uptown.
- **Bus** – Bus – Bus – The area is serviced by Broward County Transit bus service. The bus system service for the area recently added a new free midday shuttle bus service for the Uptown Business District. The two routes originate at the Cypress Creek Tri-Rail station and run along Cypress Creek Road between Calvary Chapel to the west and the Radica Corporate Park to the east and provide convenient access to restaurants, jobs, educational campuses, and the Fort Lauderdale Executive Airport.



Figure 7: Cypress Creek Tri-Rail Station



Figure 8: Fort Lauderdale Executive Airport



Figure 9: Andrews Avenue and Cypress Creek Road



Figure 10: New bus shuttle serving the Uptown Business District

Right: Transportation access by train, plane, bus, and car (the predominant mode) is one of the Uptown area's greatest strengths (Figures 7 through 10). The TAP was asked to look at strategies to provide the missing mode: walkability.



Figure 11: Broward College



Figure 12: Kaplan University



Figure 13: Keiser University



Figure 14: Phoenix University

The big transportation gap in the area is travel by foot and bicycle, a major focus of the TAP. Walkability is a significant ingredient in creating the walkable and bikeable urban environment desired by today's knowledge workers and the companies that employ them. Major contributors to the lack of walkability are the existing land use and zoning patterns that are typical of a suburban setting: auto-oriented and disconnected development, separation of uses, and lack of quality urban design elements that contribute to a positive pedestrian experience. The wide, high-speed roads have been designed to move cars rather than accommodate people to safely cross or walk creating are another barrier to walkability.

Education and Economic Access

Uptown offers a concentration of post-secondary educational institutions and serves as a regional employment hub.

Education

The educational institutions provide Uptown with an important asset in a knowledge-based job market along with the need for continuous learning. The institutions include Broward College, Kaplan University, Keiser University, Phoenix University, and Sanford Brown Institute. An additional asset is CareerSource Broward. Also in the area is Calvary Christian Academy, a K-12 institution located on Cypress Creek Road next to Calvary Chapel Fort Lauderdale.

Economic

Located at a mid-point between downtown Miami and West Palm Beach and with direct access to I-95 and Tri-Rail, the Uptown area has evolved into a corporate center that, according to Envision Uptown (described later in this report), employs approximately 70,000 people. Examples of the companies established in the area include Citrix, Microsoft (the Latin American headquarters), Nipro Diagnostic, and other technology oriented companies.

Left: The Uptown area is well-served by opportunities for higher education and continuous learning, important to both employers and employees (current and prospective) in today's job market (Figures 11 through 15).



Figure 15: Career Source Broward



Figure 18: Microsoft



Figure 16: Bosch



Figure 19: Fort Lauderdale Executive Airport



Figure 17: Citrix



Figure 20: Executive Airport Perimeter

Above: Uptown is a regional employment hub that has been created by the area's excellent access to transportation by air, rail, and roads (Figures 16 through 20).

The Fort Lauderdale Executive Airport also is a major economic driver. It provides just over 5,000 jobs and generates more than \$815 million annually in total economic activity, with a total payroll of approximately \$176 million. The airport is also the hub of Fort Lauderdale Foreign Trade Zone 241, which offers numerous economic incentives to businesses and contains a 200-acre Industrial Airpark that provides more than 1.5 million square feet of office, warehouse, and manufacturing space. It controls much of the vacant land in the area contiguous to the airport.

Higher Elevation

Having a higher elevation than much of the surrounding area, the Uptown area is much less vulnerable to the effects of increased water levels, which in turn reduces the risk of property loss due to water level rise. For the city it reduces the costs associated with constructing and operating an infrastructure capable of keeping streets and property drained. The one- and three-foot sea level rise maps (Figures 21 and 22) of Uptown show that it is largely unaffected. Even at five feet (Figure 23) of sea level rise, Uptown shows minimal effect compared to other parts of the county and city.

Although Uptown is not under immediate or as impactful a threat from sea level rise in comparison to other areas of the City, it is subject to the impacts of extreme temperatures because of the presence of urban heat islands (Figure 24) due to its large expanses of impervious surface (office buildings, major roadways, and the airport). An urban heat island is a substantial mass of asphalt, concrete, and buildings (conditions usually found in urban areas) that absorb short wave radiation from the sun and re-radiate it out slowly at night as long wave radiation, reducing the effectiveness of nighttime cooling. A warmer climate magnifies that effect. Tree canopies can help reduce the heat island effect, but trees in Uptown are sparse. The increased heat level makes the HVAC equipment run at a higher capacity and longer than necessary, thereby increasing utility costs. It also makes the ambient spaces less pleasant, thereby reducing the interaction of pedestrians with retail areas and making walkability more difficult.

The Civic Capacity and Planning Context

In addition to its strategic location, Uptown benefits from two essential ingredients for long-term success – strong, committed civic leadership and a supportive public planning environment.

Civic Capacity

The newly formed non-profit organization Envision Uptown, Inc., is in position to serve as the nucleus of civic leadership in the Uptown area. It was established in early 2014 to collaborate with landowners, business and civic leaders, and officials and staffs of local, regional, state, and federal agencies to develop a specific physical vision plan for the transformation of the Uptown area. The goal is take the steps that will turn the current workplace-based and car-dependent development into a walkable, transit-ready urban

neighborhood of offices, residences, retail, hospitality, civic buildings, large and small civic spaces and parks, and public plazas.

Envision Uptown is committed to more than creating the vision. In order to implement the vision, the organization will work with all levels of government and quasi-governmental agencies that control and/or could impact vision achievement. The group's focus is on securing the changes to agencies' plans and budgets that are requisite to facilitating the implementation, maintenance, and growth of the vision plan. That includes working with the City of Fort Lauderdale to see that the vision plan is adopted as part of the city's codes including the Unified Land Development Regulations. Envision Uptown is also positioned to promote and help grow Uptown consistent with the City's vision plan, Fast Forward Fort Lauderdale.

Planning

The development of Uptown as a walkable, transit-accessible, and livable 24-hour urban village center is supported by numerous local and regional plans.

City of Fort Lauderdale

A number of city plans call for the redevelopment of Uptown as the connected, livable urban village center desired by Envision Uptown:

- *Fast Forward Fort Lauderdale* – the city's 2035 vision plan that is the culmination of a three-year initiative to develop a shared vision for the future and draws on more than 1,500 ideas submitted by a diverse cross-section of the community. Common themes from the process highlight the public's desire to create a more resilient and connected city where people move easily and seamlessly through a safe transportation network, cultivate educational excellence, foster economic prosperity, and strengthen innovative partnerships – all themes consistent with the goals of Envision Uptown. The Fort Lauderdale Executive Airport and surrounding business area are specifically mentioned in the plan. *Fast Forward Fort Lauderdale Rewind: Year in Review* documents progress in achieving the Fast Forward plan. In addition to the creation of Envision Uptown, the report cites the city's successful grant application for a community bus route (now in service) to provide a mid-day service to link commuters, students, employees, and guests in the area to the Cypress Creek Tri-Rail station and surrounding restaurants, shops, educational



Figure 21: Sea Level Rise at 1 Foot



Figure 22: Sea Level Rise at 3 Feet



Figure 23: Sea Level Rise at 5 Feet

Although Uptown is not threatened by sea level rise because of its higher elevation (Figures 21, 22, and 23 above) it is vulnerable to rising temperatures associate with climate change because of the number of heat islands in the area (Figure 24, next page).

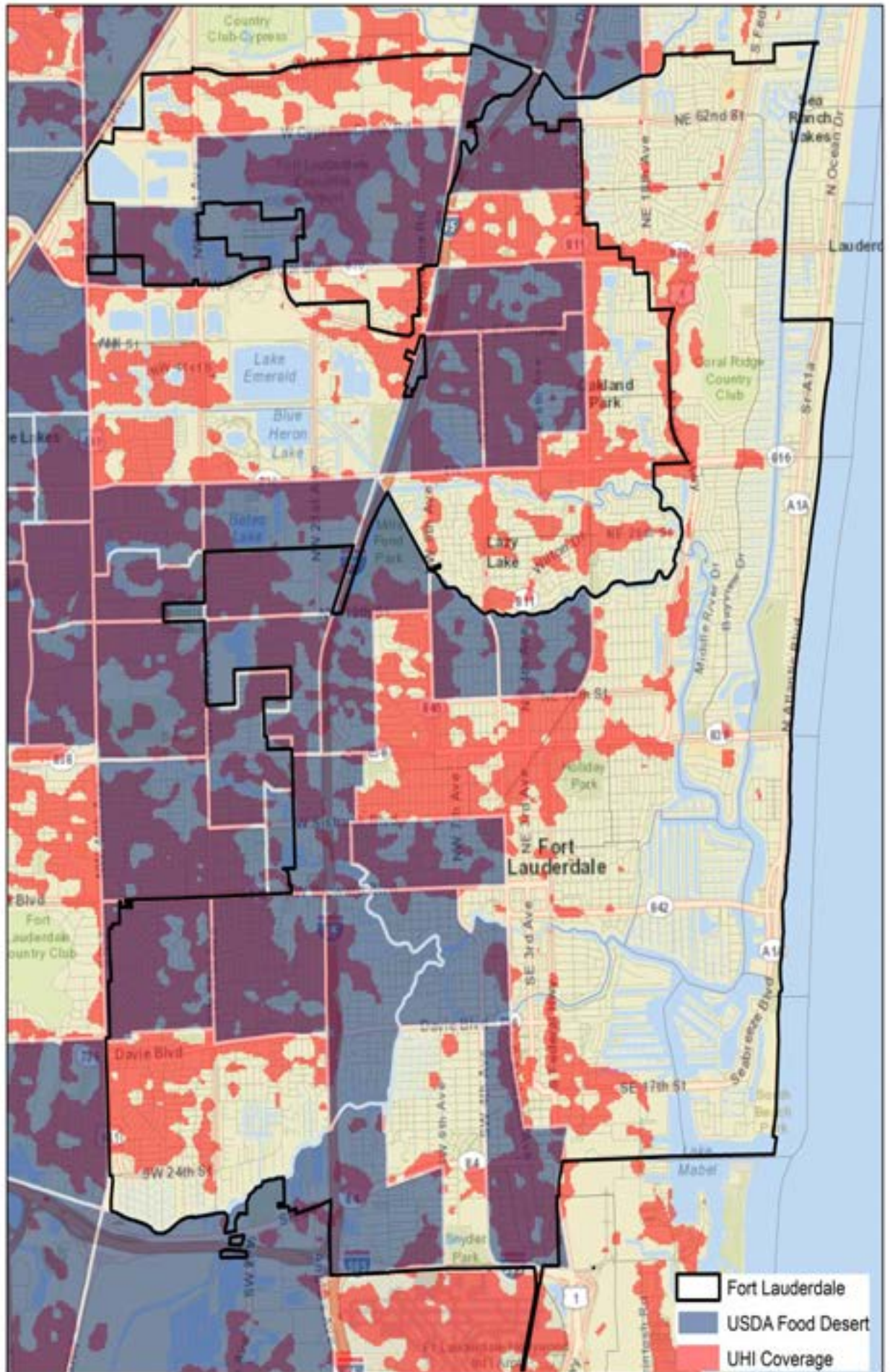


Figure 24:
Urban Heat
Islands are
shown in red.



Figure 25: City of Fort Lauderdale staff and local leaders attend an Uptown Fort Lauderdale Focus Group meeting held as part of the Press Play planning process. That focus group led to the creation of Envision Uptown.

campuses, the Fort Lauderdale Executive Airport, and other destinations. The goal is to reduce congestion, promote the use of public transit, and encourage business development in the area.

- Press Play Fort Lauderdale: Our Strategic Plan 2018* – the city’s five-year strategic plan that connects the dots between the community’s Fast Forward vision and its day-to-day operations. The plan, which provides city staff with a road map of actions to move the city toward 2035, calls for a pedestrian-friendly, multi-modal city where residents move seamlessly and easily through a safe transportation system where the pedestrian is first. It also recognizes that by making targeted investments in developing the Uptown District and expanding the potential of the Fort Lauderdale Executive Airport, the city will be primed for attracting more domestic and international businesses.
- City of Fort Lauderdale Comprehensive Plan, Volume I, Future Land Use Element Map* – The underlying land use for the Uptown core is mostly Employment Center (meant to encourage employment-based development) with pockets of Commercial and Industrial. To the west, around the airport, the land use is mostly Transportation and Employment Center.
- Connecting the Blocks: Creating Options for Moving People* – the city’s 20-year mobility infrastructure plan, Connecting the Blocks examines the degree of connectivity for different areas of the city, and identifies enhancements needed to improve connectivity. Uptown did not come out well. It had the second lowest pedestrian and bicycle connectivity of the 11 areas of the city analyzed and received a score of 3 for transit-connectivity, well below a score of 25, the number that indicates an area with good transit connectivity.
- Complete Streets* – Fort Lauderdale is working to transform itself into a fully connected, pedestrian-friendly, multi-modal city that improves pedestrian, bicyclist, and motorist safety through a Complete Streets approach. That is one of the top priorities outlined in the Vision Plan and Strategic Plan. Consistent with the goals for the Uptown Urban Village, Complete Streets offer safe access for all users, including pedestrians, joggers, bicyclists, motorists, and transit riders of all ages and abilities.

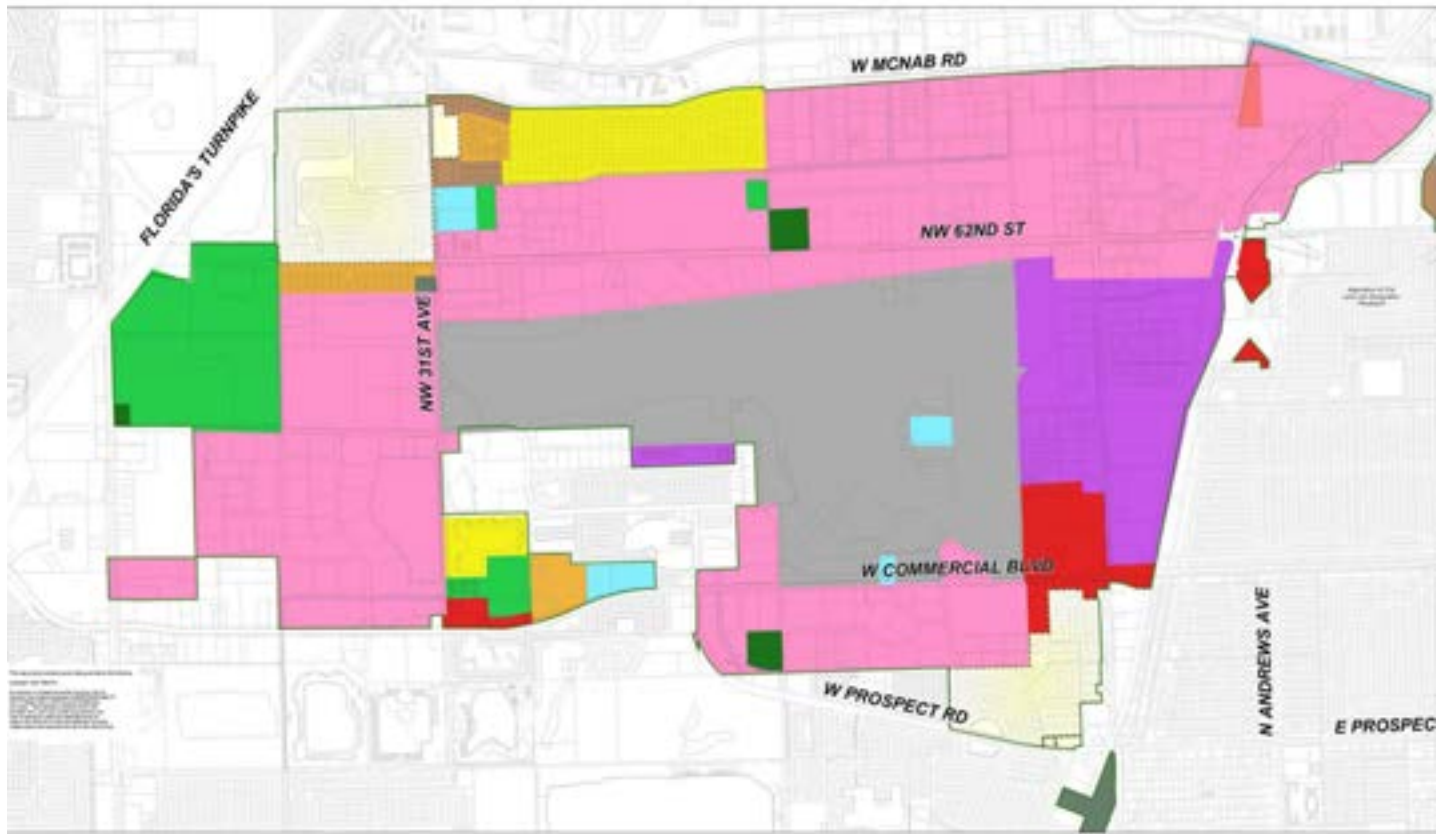


Figure 26: The city's land use map for the Uptown Urban Village Core.



Figure 27: The city's zoning map for the Uptown Urban Village Core.

Broward Metropolitan Planning Organization (MPO)

The Broward MPO has designated the TAP study area as the Cypress Creek Mobility Hub (Figure 29) that contains a mix of land uses. The MPO defines a mobility hub as a place where people can make transportation connections within a multi-modal system; it also provides connections to concentrations of activities including housing. It also sponsors a Complete Streets program

Seven50

Developed through a broad-based regional planning process led by the South Florida and the Treasure Coast regional planning councils, the Seven50 Prosperity Plan presents a regional vision of the future that considers includes a number of key elements, including climate resiliency and transit-

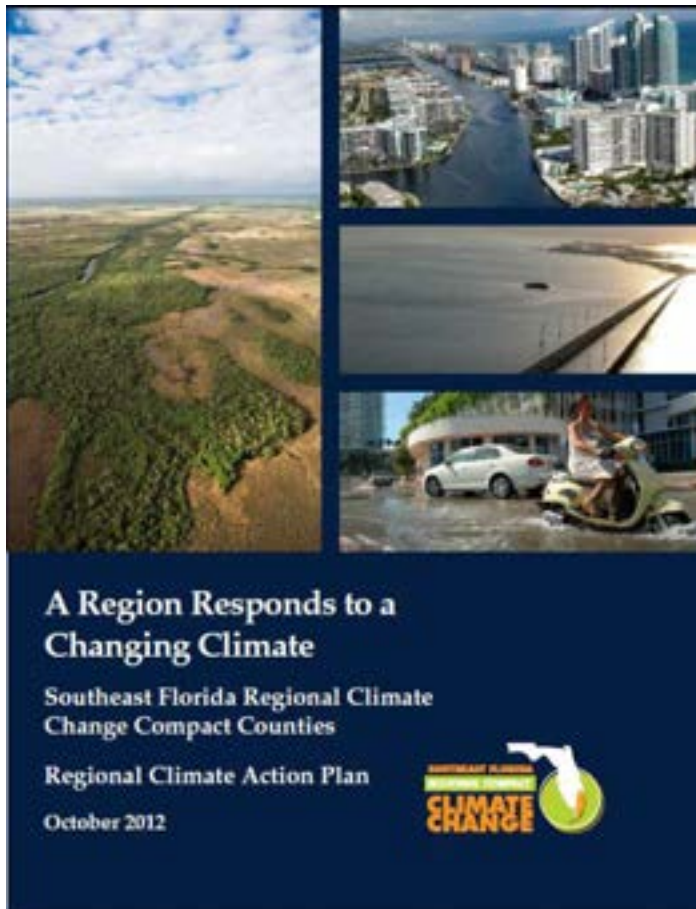


Figure 28: The Regional Climate Action Plan contains recommendations for moving toward a more resilient South Florida.

oriented design. One of the regional priorities of the plan is to integrate land use and transportation planning and plan more transit-oriented development areas to support transit. To further that goal, Seven50 used the Cypress Creek Tri-Rail station as a test case to document the process of creating an attractive transit-oriented development. The results of the test are contained in the report, *Cypress Creek TOD, Seven50 TOD Pilot Project*. The Cypress Creek station was selected because it is one of the busiest stops in the Tri-Rail corridor between West Palm Beach and Miami and is located in a hub of commerce.

Southeast Florida Climate Action Plan

The action plan, *A Region Responds to Changing Climate, Southeast Florida Regional Climate Change Compact Counties, Regional Climate Action Plan*, is the product of an agreement between Palm Beach, Broward, Miami-Dade, and Monroe counties to work collaboratively on regional climate concerns. The City is committed to the active implementation of the plan and overall efforts of the Compact as the first municipal government with representation on the Compact's Staff Steering Committee. Reinforcing the goals for the Uptown Urban Village, the sustainable communities section of the plan calls for reducing financial and physical losses to the city's building stock by reshaping where and how the city builds.

A specific action under that goal calls for designating or otherwise recognizing what the plan calls *Growth Areas* – places outside *Adaptation Action Areas*, or other areas subject to adaptation planning efforts, where growth is encouraged due to higher topographic elevation and the presence of existing infrastructure, such as transportation and water and sewer infrastructure. Under the plan, *Growth Areas* should be developed with urban design guidelines that address character of urban place and provide a high quality pedestrian experience through landscaping and the creation of public space. An *Adaptation Action Area* is an optional designation in local comprehensive plans for those identified areas experiencing coastal flooding and are vulnerable to the related impacts of sea level rise for the purpose of prioritizing funding for infrastructure needs and adaptation planning.

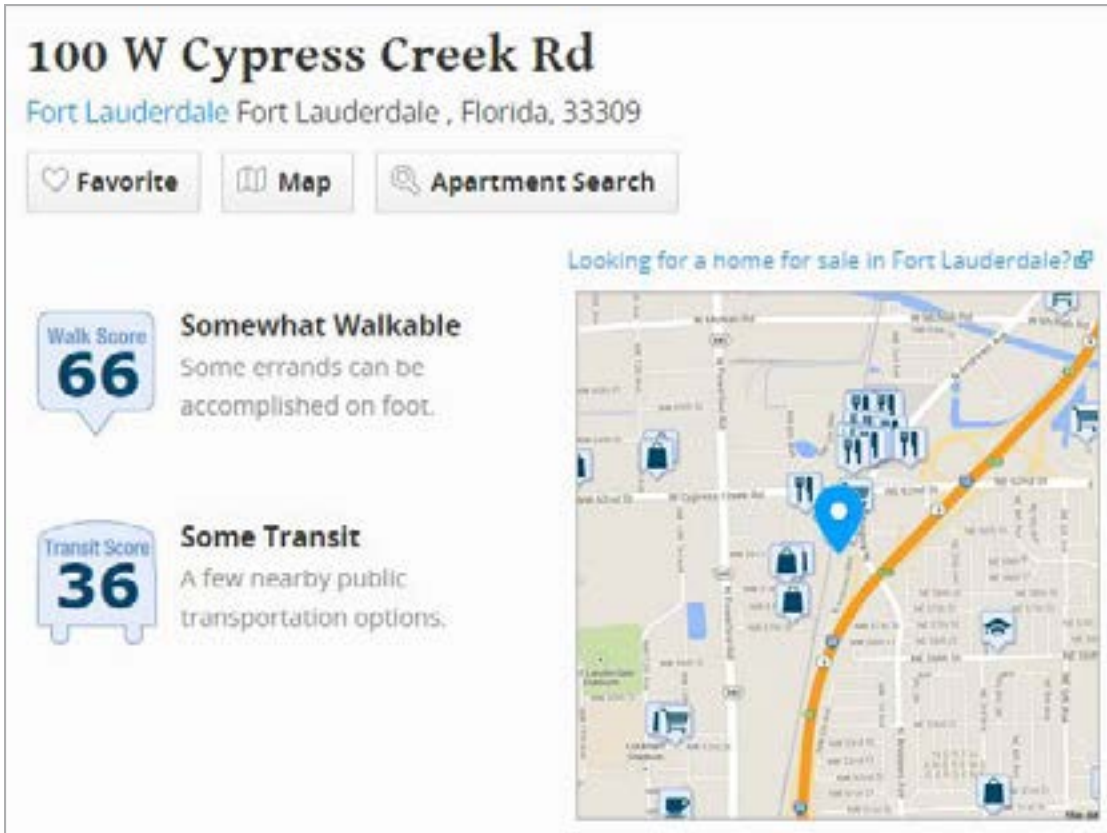


Figure 29: WalkScore, the online walkability scorecard, gives a selected address in the Uptown area a walkability score of 66 and transit score of 36. That is in contrast to downtown Fort Lauderdale which has a walkability score of 89 and transit score of 56.



Figure 30: The Broward MPO has designated the TAP study area as the Cypress Creek Mobility Hub.

Issues for the TAP: Creating an Uptown Urban Village

Listed below, the questions that the TAP was asked to address focused on how the city could drive more intense growth, including housing, to the area described as the Uptown neighborhood. The questions looked at how the city could build on the area's strong existing employment base and transportation assets and provide solutions to the lack of walkability, multifamily residential housing, and amenities usually found in vibrant urban neighborhoods.

1. What strategies should be employed to retain the energy evident in this high-traffic corridor while making the streets/area workable for a wide range of mobility needs (pedestrians/bikes/cars/transit)?
2. What location is the best starting point for implementing redevelopment and what is the best development strategy to establish the momentum needed to keep the evolution going?
3. What strategies will encourage/achieve the densities needed to make the core a workable neighborhood, while also providing a variety of housing types for those seeking to live in or near Uptown?
4. How can residential at multiple price points, including workforce, be facilitated to serve the very diverse jobs base?
5. How and where should community spaces (civic & green) be created? What governmental services/locations should be located in the core? Schools? P3 incentives? What strategies will encourage cultural and entertainment options that would attract a variety of residents?
6. What climate resilient strategies should be employed for this area? (landscaping, urban heat island reduction, energy diversification, precipitation impacts, etc.)
7. How can the expansion of the existing concentration of "high tech" jobs be facilitated?
8. What restrictions are created by the airport for urban and residential development?
9. How should signage setback, zoning, and noise regulations evolve as part of the strategy for the Uptown Urban Village transformation and create a unique character for the area?
10. How should Uptown redevelopment anticipate and accommodate the expansion of commuter and intercity rail?
11. How should existing residential areas be linked to employment and commercial destinations within the area? What other transit or car sharing options/amenities are needed to complete the last segment of a trip started on transit ("the last mile")?

Panel Response to the City of Fort Lauderdale Questions

The TAP was asked to focus on strategies that could be used to drive real estate and economic growth, particularly residential, to the Uptown neighborhood and use that growth to transform the core of Uptown into a mixed-use, pedestrian-friendly urban village that is easily accessible by all modes of transportation.

The TAP Focus Area: How It Is Viewed by Stakeholders and Existing Conditions

How the Uptown Area Is Viewed by Stakeholders

During the two TAP stakeholder and citizen input sessions, a number of common views emerged about the Uptown area and its future. They are captured in the following descriptions that were taken from the speakers' comments.

The Type of Area Desired: We want a live/work/play central hub environment that offers a clear point of entry and sense of arrival and creates a reason to visit day or night. That will require a mix of residential uses and increased walkability. It will also require more live/work/play choices that are integral to creating a 24-hour urban environment.

Transportation Connectivity: We want a transportation network that allows people to get to and move around the area without using a car. For instance, travelers on Tri-Rail should be able to bike and walk safely from the Cypress Creek Station to where their jobs are.

Since the city's leadership and its plans as well as regional plans call for transforming Uptown's core into a mixed-use, highly connected, and livable urban village means that half the job is already done. The challenge now is to make that future happen through collaborative agreement on an integrated set of strategic actions that build on Uptown's strategic position and transform it from a place for cars to a place for people.

The ULI Technical Assistance Panel



Figure 31: The TAP listens to the views of Uptown stakeholders and interested citizens.

Jobs: We should build on Uptown's potential as an incubator for high tech jobs. Attracting and keeping talent will require creating the walkable, mixed-use environment and greater corporate/university connections that millennials will respond to.

Housing: People need a reason to live in the area, but now all they see is a sea of cars. New generation housing products that offer a variety of housing types and prices and convenient access to needed services such as a restaurants, groceries, dry cleaners and a pharmacy.

Implementation: We want the "how-to-do-it" information, including the relevant enabling codes and regulations. West Palm Beach, Miami, and Miami-Dade County's form-based codes are good examples of such enabling regulations.

Existing Conditions: A Host of Strengths and Big Gap to Fill

Strengths: As outlined in the prior section, Uptown is exceptionally well located for sustained growth. It already has the following features:

- An existing public infrastructure to facilitate future growth. That includes immediate access to I-95 and the Cypress Creek Tri-Rail station that can be the catalyst for growth in the form and fabric recommended by the TAP. Transit-oriented development (TOD) is the future of the Uptown Urban Village.
- Major economic generators that include an established and growing urban office market and the Fort Lauderdale Executive Airport.
- A concentration of higher education institutions (important in a knowledge-based economy requiring continuous learning and re-learning) and high-tech corporations such as Citrix and Microsoft.
- A higher topographic elevation compared to much of the surrounding area which makes Uptown less vulnerable to the impacts of higher water levels associated with sea level rise and, therefore, a logical area to target for growth. It is also removed from the many low-lying coastal areas of the city.

Most important, the development of Uptown as a highly connected mixed-use, walkable, and transit-oriented urban village and employment center is supported by city and regional plans and by the business community through organizations such as the Uptown Council for the Greater Fort Lauderdale Chamber and Envision Uptown, the strong civic leadership organization dedicated to achieving the desired outcome of an urban village.

The Big Gap: Because Uptown was designed and its infrastructure was planned when car-oriented disconnected suburban development patterns predominated, the area lacks walkability and presents a hostile pedestrian environment. It is also missing the compact residential alternatives in an urban village setting that support transit and would be attractive to the future work force (currently the 18-33 year old millennial generation born between 1981 and 1996) who are a significant driving force in the high tech job market. Unlike prior generations who moved to where they could get a job,



Figure 32: The TAP considered a variety of locations and determined that the core area of Cypress Creek Road from I-95 to the east and one block west of Powerline Road was appropriate for an urban village core. The area was further defined as extending to the C-14 Canal and McNab Road to the north to and including the Cypress Creek Tri-Rail station to the south.



Figure 33: Cypress Road and its multiple lanes, traffic, and wide street crossings. Image © Google Maps.

the millennials choose a location that offers the quality of life they want and then find a job. They look for cities that provide an exciting and interesting urban environment: the connected places where they can live close to work and have convenient access to shopping, dining, transit, education, and places to gather. The same qualities are important to the companies that seek to employ those workers.

Figure 34: To attract today's knowledge-based employees and companies, the Uptown area needs a make-over. It needs to transform from a disconnected car-oriented daytime only environment (above) to a walkable, connected 24/7 one. The TAP's vision plan (below) provides a framework for doing that by creating an integrated multi-modal mixed-use urban village environment: that place people want to visit, live, work, or locate a business in.



The Vision Framework and Description

To develop its recommendations for reinventing Uptown, the TAP first developed a vision of a planning framework (Figure 33) for what Uptown could look like in the future if the TAP's recommendations are implemented. The plan provides the antidote to the Uptown area's two greatest deficiencies if it is to be a competitive location: walkability and multiple housing options. The TAP also put the vision into words describing the Uptown Urban Village of the future.

Using the future vision as its organizing mechanism, the TAP grouped its ideas into a series of strategic actions that are outlined in its recommendations.

Uptown of the Future: A Framework for Action Strategies

The Uptown of the future has been transformed from its present workplace-based and car-dependent form of development into a walkable, bikeable, transit-oriented urban neighborhood composed of offices, residences, retail, hospitality, civic, and educational buildings, and both large and small well-defined public gathering spaces and parks.

The critical element in creating that future was enabled by the decision to make it walkable and bikeable, a quality that was achieved not by diverting traffic away from Uptown but by transforming Cypress Creek Road, Andrews Avenue, and Powerline Road within the Uptown core from highways into the multi-way urban boulevards (a type of urban street) established in the latter 19th century. Features include edges that support a main street mix of uses along pedestrian-safe, low-speed access streets with on-street parking and moderate-speed through lanes in the center providing auto mobility.

That transformation from highway to boulevard design for the several blocks of Uptown's urban core informs drivers that they are entering a pedestrian public realm. The surface parking lots that were predominant are now filled with new, urban form buildings that support walkable sidewalks and streets and a connected system of greenways, parks, and civic spaces are in place. Parking needs are met with on-street spaces and parking structures that are wrapped with liner buildings of residential and commercial uses that support walkability.

The important elements of Uptown's future were possible because they had already been called for in two city of Fort Lauderdale plans – *Fast Forward Fort Lauderdale* (a 2035 vision plan) and *Press Play Fort Lauderdale: Our Strategic Plan 2018*. Those elements were also possible because they were detailed in a specific physical vision plan called a regulating plan that was adopted by the city commission as part of the land development code for the Uptown compact urban core. Applications for development that conform to the regulating plan were approved by city staff, without the need for additional public hearings. The most important attribute that made the Uptown future vision possible was the sustained, committed leadership of Envision Uptown and other stakeholders.

TAP Recommendations

The TAP recommendations are organized around seven overall themes: (1) climate resiliency, (2) land use and vision alignment, (3) transportation choices, (4) healthy walkable places and greenways, (5) development and redevelopment, (6) employment and innovation, (7) implementation tools, and 8) leveraging resources.



Figure 35



Figure 36



Figure 37

A tree canopy provides much needed shade in sunny South Florida. Awnings and arcades do the same (Figures 35 through 37).

Creating a Climate Resilient Community

As highlighted in the prior section, Uptown's higher topographic elevation gives it a unique competitive edge in a generally low-lying region and supports its ability to attract new investments and accommodate new growth. Directing growth to the area is consistent with the recommendations of the Southeast Florida Climate Action Plan (described in the background section) to:

- Reshape “where and how we build” in order to reduce financial and business losses.
- Designate Growth Areas where growth is encouraged because of the higher elevation and presence of existing infrastructure.

Action strategies recommended by the TAP include adding shading to reduce the heat island effect and conserve energy.

Shading

The Uptown Urban Village should focus on providing shade, an important feature in a sub-tropical climate and an area that is designed to encourage and facilitate walking. Shade can be provided through built (awnings and arcades, for example) and natural (tree canopy, what the TAP called a Floresta Urbana or urban forest) solutions. Lush shading to avoid direct solar radiation and landscaping should be featured throughout the site. If done with native trees and plants, the area could become an educational arboretum that also serves as a desirable destination. Unlike the open piazzas of Europe that encourage pedestrians to use solar radiation to make the colder temperatures more pleasant, open unshaded areas in South Florida are avoided by locals because of the hot sun. Shading of pathways is essential to encourage pedestrian travel and increase the enjoyment and asset value of a neighborhood.

Carefully planned interactions between people and nature, the TAP noted, allow the greater compactness of an area without compromising the asset value. The practice of planning those interactions is called biophilic urbanism, a modern design philosophy that postulates that people and all living things are

attracted to “life” and living things. In Singapore, for example, over 80 percent of the community lives in multi-family vertical housing, but because they are within close proximity to nature trails, the stress of the community is not overbearing. Tree lined/shaded pathways between buildings and to major gateways like the Tri-Rail station and express bikeways are a step toward achieving the goals of biophilic urbanism that add to the asset value of the community.

Another strategy to reduce the urban heat effect includes incentivizing “cool roofing” that has a minimum solar reflective index (SRI) of 78 in low-slope arrangements and an SRI higher than 29 for high-sloped arrangements. Hardscape elements should also have an SRI higher than 29. Other options would be to encourage vegetated roofing or rooftop photoelectric panels to minimize the urban heat island effect. A green roof, or rooftop garden, is a vegetative layer consisting of trees and other live vegetation that provides shade and absorbs and stores large amounts of heat, reducing the heat island effect.

Energy Conservation

A number of other energy conservation measures can be used to reduce the energy expended to create comfort. Those additional strategies can include installing photovoltaic panels and providing electric vehicle charging stations and car sharing (reduces car use and congestion in urban area). Two additional strategies that involve air conditioning and lighting are to:

- Provide central condenser water cooling systems for buildings. In general, water-cooled equipment is 30 percent more efficient than air-cooled equipment, the TAP emphasized. Current technology allows water-cooled heating, ventilation, and air conditioning (HVAC) equipment to achieve Energy Efficiency Ratios (EER) between 20 and 40, while standard equipment is in the range of 10 to 20. Central water-cooled equipment is almost twice as efficient as older technology. The urban planning element of such equipment is a community condenser water loop with connected loads paying a utility charge, much like a condominium shares condenser water for a fee. The community condenser water system could make use of storm water as a source for the make-up water to reduce water costs and reduce flooding in the area. The storm water to be used as condenser water could be collected in cooling ponds that function as an amenity and a heat sink. Circulation of the water to produce the cooling effect simultaneously decreases water temperature stratification, making



Figure 38

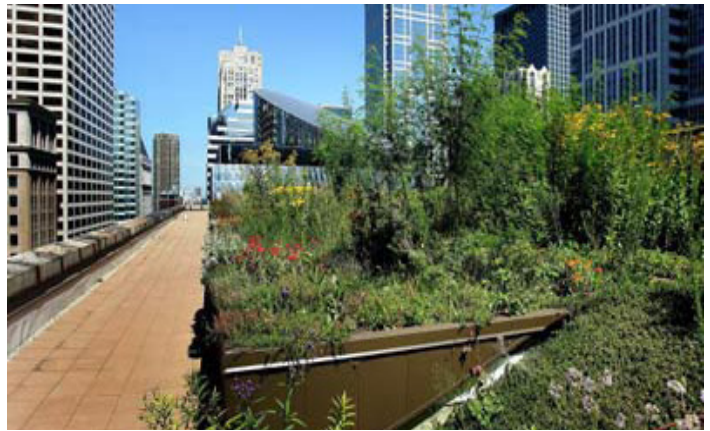


Figure 39

Example of a green roof building in Cleveland, OH (Figure 38). (Photo from the U.S. Department of Environmental Protection's website on heat islands and is courtesy of the Portland Bureau of Environmental Services.) Example of green roof at the Chicago City Hall (Figure 39).

the aquatic ecosystem function more effectively. The approach of providing community condenser water has been implemented in the four city-block Miami Design District, a once abandoned area transformed into a community dedicated to art and design near midtown Miami. A utility or community board could possibly serve as the provider of a community water condenser.

- Install light-emitting diode (LED)-based technology street lighting. With an anticipated life expectancy of 15 years (compared to the 6 years for the mercury vapor type), there would be fewer streetlight outages and, therefore, lower labor costs to replace them. LED light provides a truer white light, which leads to better color rendering, and allows colors to seem more natural. LED light by nature has a more direct beam that minimizes the light trespass onto homes and businesses. Secondary optics can be used effectively on LED lights to evenly distribute light along the



Figure 40



Figure 41

Above, the use of central water-cooled equipment (Figure 40) and LED-based lighting (Figure 41) can help reduce energy consumption.

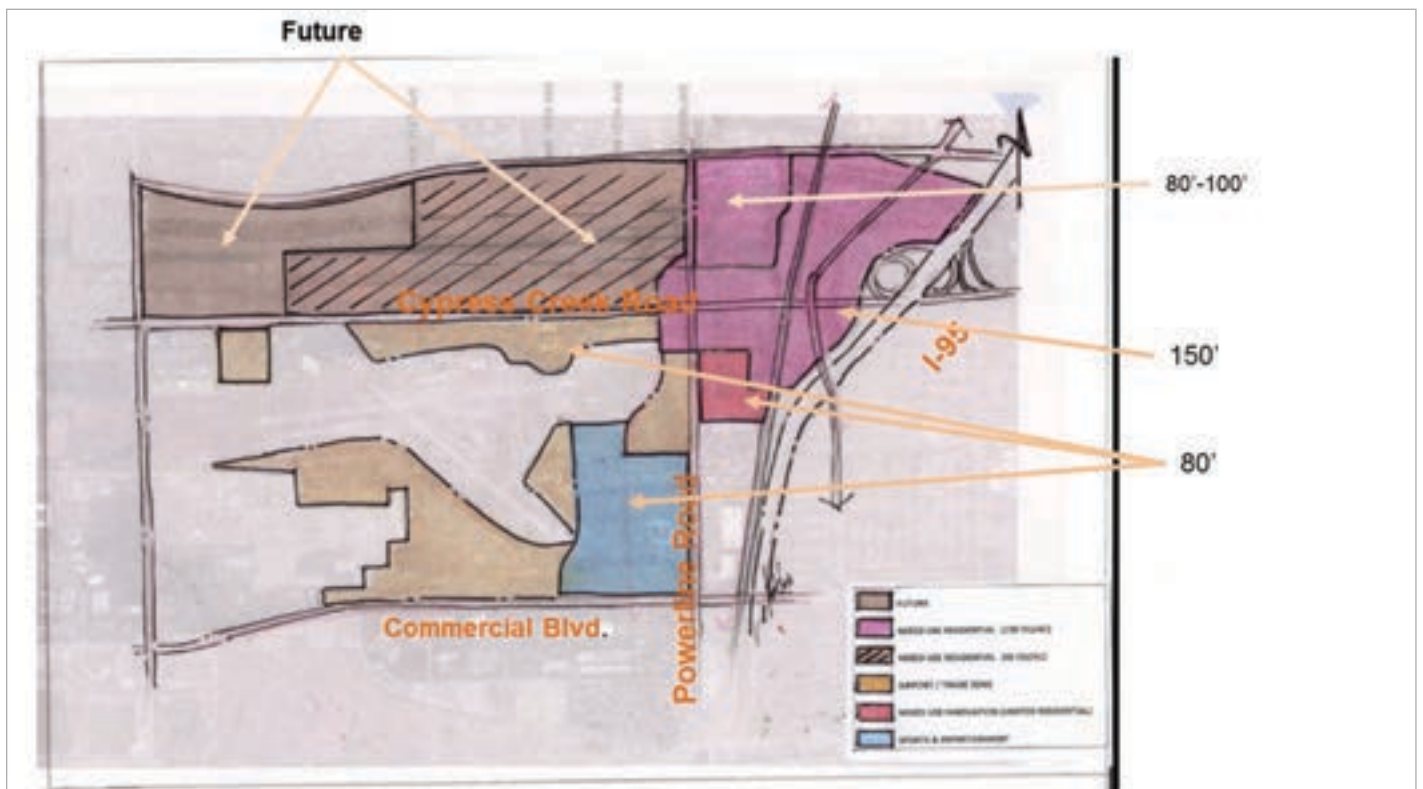
roadway at all distances from the pole, creating fewer hot and dark spots. The result of LED street lighting is an approximate 60 percent decrease in energy use and carbon emissions.

Aligning Land Use With the Vision

The TAP's land use recommendations present a number of concepts (Figure 41) that are critical to the overall framework of the Uptown Urban Village. The recommended land use categories include single family (existing inventory) residential, mixed-use residential, airport/trade zone, mixed-use innovation with limited residential, and sports/entertainment. The recommended height, use, and density for the urban village are substantially influenced by the height and distance constraints identified in airport regulations and a desire to protect the long-term prosperity of the Fort Lauderdale Executive Airport.

As shown in Figure 41, building heights are limited to 80 feet in the direct flight path and increase as distance from the

Figure 42, below: The proposed land use for the Uptown Urban Village is composed of a variety of residential choices including single family and mixed-use residential at different levels of density woven around the Fort Lauderdale Executive Airport and Foreign Trade Zone and a proposed innovative district and areas for sports and entertainment. The circled numbers show the proposed building height.



airport runway and separation from the flight path increase. Taller buildings limited to 150 feet in height would be located along Cypress Creek Road and Andrews Avenue. Similarly, the density of residential uses increases with distance from the runway and separation from the flight path. The area in the direct flight path around the Cypress Creek Tri-Rail station is recommended for a focus on innovation businesses with limited residential units. (Federal Aviation Administration regulations control land uses and building heights in the air space around airports to ensure that they are compatible with normal airport operations.) The Andrews Avenue and Cypress Creek Road corridors are recommended for a diverse mix of uses and intensities, with residential densities of 150 units per acre. It is important that the mix of uses be flexible and market-driven, with the land development regulations focused on the placement of buildings with active ground floors and building faces (parking structures must be lined with livable spaces/ground floor retail) to create a walkable urban core.

To make its land use concepts work, the TAP recommended the following city actions.

- Modify its Comprehensive Plan and Future Land Use Map to promote a district along Cypress Creek Road and north along Andrews Avenue to the C-14 canal and south to the area identified with the Tri-Rail station. That designation would be a flexible mixed-use (MXD) designation supporting and encouraging MXD for all market sectors.
- Prepare and adopt a form-based code and regulating plan that will become the land development regulations

A form-based code is a land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code. A form-based code is a regulation, not a mere guideline, adopted into city, town, or county law. A form-based code offers a powerful alternative to conventional zoning regulations.

The Form-Based Codes Institute
formbasedcodes.org

which emphasize the future physical form of the built environment. The approach increases the role of the city commission and stakeholders through a very public process to prepare and adopt in a public hearing the new code that will allow landowners to implement the community's plan for an urban village. The process also streamlines the project level approval process and places a premium on certainty for all stakeholders. Form-based codes are commonly used as a practical tool for communities that want to grow smarter. As they have evolved over the past 20 years, form-based codes have been used in redevelopment and revitalization planning as well as broader neighborhood or community planning.

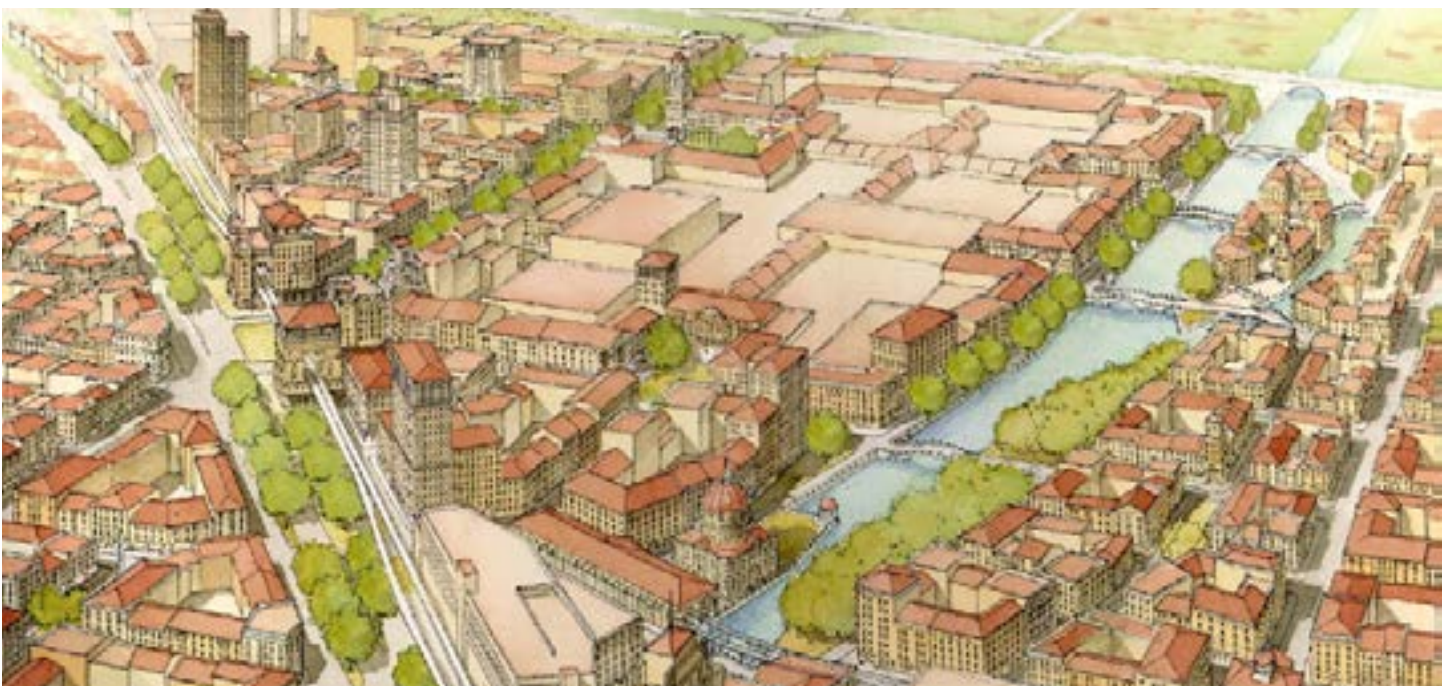


Figure 43: The Downtown Kendall plan uses a form-based code that replaced the archaic suburban zoning code that encouraged sprawl. Credits: Dover, Kohl & Partners, Duany, Plater-Zyberk & Company, Hall Planning & Engineering

In Miami-Dade County to the south, Downtown Kendall chose a bold course of developing a master plan for the area around the Dadeland Mall. In 1999 the Miami-Dade County Board of County Commissioners approved and implemented a form-based code to implement the plan with both building placement and street designs established in the code. To the north, in 1994 the city of West Palm Beach adopted a form-based code for its entire downtown. Those are just two of the many cities and counties across the country that are replacing parts of their zoning and development regulations for specific areas with tools to allow them to carry out the visionary place-making that form-based codes enable.

The TAP also encouraged the city to go further:

- Establish with community participation a clear regulating plan and form-based code that is approved by the city commission after public hearings and provides staff approval of development applications that conform to the code. Applicants not conforming to the plan must go through the public hearing process.
- The regulating plan should establish street and civic space locations, greenways, build-to lines at the edge of the sidewalks, building placement, minimum and maximum heights, and massing. Other considerations include windows and doors fronting on sidewalks, retail-height first floors, no minimum residential unit size, and very flexible uses

- Specify preapproved, conceptual thoroughfare cross-sections showing lanes, sidewalks, trees, cycling network, and parking.
- Identify opportunities for larger scale ground up development opportunities for larger mixed-use projects.
- To encourage growth of the Uptown Urban Village, create a pool of entitlements to be allocated in the Uptown Urban Village that are as-of-right for projects conforming with the adopted code.

Another land use consideration includes the linkages between the Uptown Urban Village Center and nearby residential neighborhoods. The TAP recognizes that, although its focus is to create an urban core extended one block west of Powerline Road, a long term vision for the area should include the area west of Powerline Road to the Turnpike, both in terms of urbanization and land use intensity. That area, particularly north of Cypress Creek Road, has unique existing residential neighborhood characteristics that should be considered. One approach is to require a transition intensity zone or zones to buffer building intensity at the edge of the neighborhoods. Another technique is to incorporate the greenway system in a buffer zone. First steps in understanding existing neighborhood condition and character would be to conduct an inventory of the housing stock, infrastructure, and public facilities and hold community meetings to understand what the residents perceive as needs and priorities.

Providing for Transportation Choices

The TAP's transportation recommendations are based on the freedom to choose one's mode of transportation, whether it is walking and biking or by rail or car. That emphasis on choice is very different from the last century's key design objective – vehicle mobility supporting the classic suburban style that was built throughout the United States, including Fort Lauderdale and Broward County.

Today's resurgence of travel diversity is seen as the new freedom for many travelers, including two specific age cohorts: recent graduates and senior citizens (the leading edge of the baby boomer generation). The former has strongly demonstrated a preference for living and working in environments that do not require cars, and the latter faces loss of the driving privileges as aging diminishes vision, motor skills and other capabilities. The return to and demand for increased transportation diversity requires a Complete Streets approach, encouraging more modes of travel on streets.

A national transportation renaissance is underway to provide Americans with much broader freedom of choice in travel options. The Complete Streets, New Urbanism, and Smart Growth Movements are reviving the atrophied modes of walking, biking, and transit ridership, all blended with motor vehicle travel in a new and balanced way. That national trend blends well with the vision articulated above for the Uptown Urban Village.

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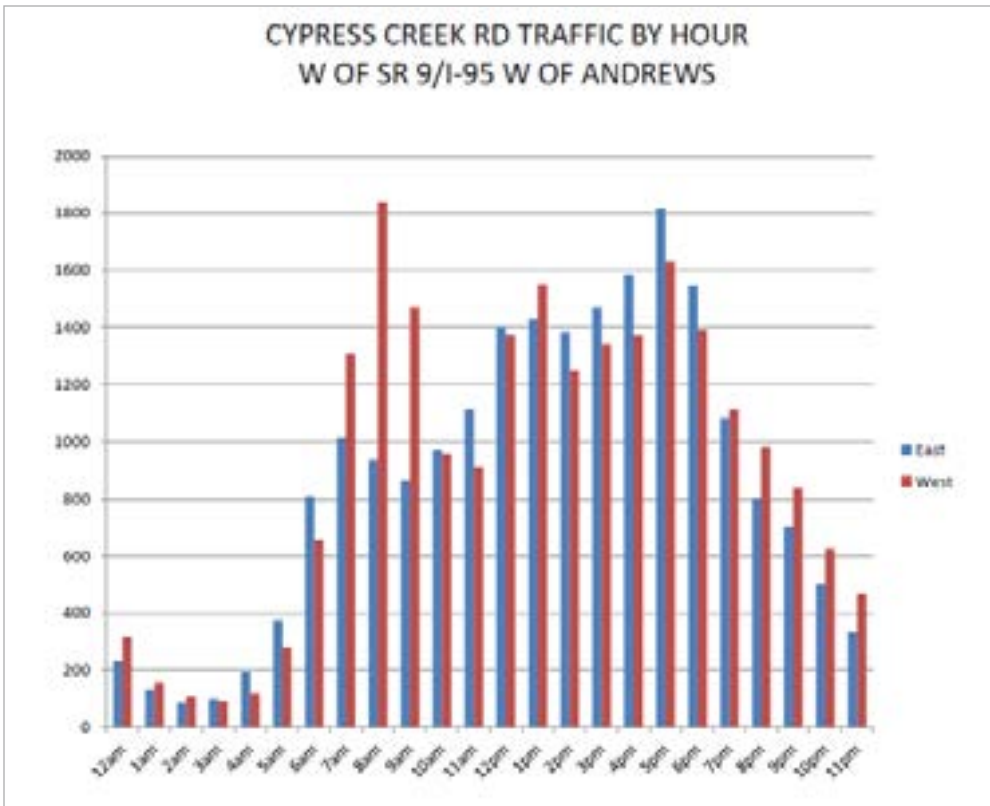


Figure 44: The capacity of Cypress Creek Road is currently higher than needed to handle existing and anticipated future demand. For the eight-lane portion of Cypress Creek east of Powerline, the daily profile of traffic counts for each hour shows 1,800 vehicles per hour during the AM and PM peak hour directions. That type of facility has the capacity for over 900 vehicles per hour in a single lane, therefore, current traffic demand requires only two lanes in each direction (four total lanes). Two lanes in each direction would provide a sufficient cushion for growth,

The new, emerging design vision as recommended by the TAP and the contemporary, broadly accepted vision of transportation are in stark contrast.

- A compact urban context calls for a healthier balance of relative speeds between modes. Slower motor vehicle speeds of 35 mph and lower are preferred on many streets. Good urban design for buildings framing the street is also essential to complete the vision.
- In contrast, a suburban pattern, with a less connected network, calls for more physical separation of modes due to incompatible operating speeds. That separation is achieved spatially, with widening the road and use of curbs and medians, or temporally, with separate traffic signal phases.

The Uptown area of today features roads designed in the suburban pattern, resulting in one of the most significant challenges to walkability and the creation of a balanced mobility vision. The arterials are massive asphalt corridors such as Cypress Creek Road that were created as major high speed thoroughfares between the workplace, residence, and commerce. Over time, those arterial roads such as Cypress Creek Road were widened as traffic volumes increased. Rethinking roadway design to accommodate both the pedestrian and the automobile is a top priority for achieving the vision for the Uptown Urban Village .

Designing Healthy Walkable Places and Greenways

The Walkable Street Network

Creating a walkable street network is at the heart of the TAP's recommendations. Continuing and building on its Connecting the Blocks and Complete Streets initiatives, the TAP emphasized that the city should establish a mixed-use, walkable land development pattern with attention to creating a street grid network.

To achieve a successful walkable community, a full set of thoroughfare standards must be developed to realize the following objectives:

- Minimize street width and paved surface area.
- Enhance pedestrian access and safety.
- Maintain vehicle speeds at pedestrian-friendly levels.



Figure 45: By offering more choices, a network of smaller streets provides greater capacity than a disconnected hierarchy of large streets.

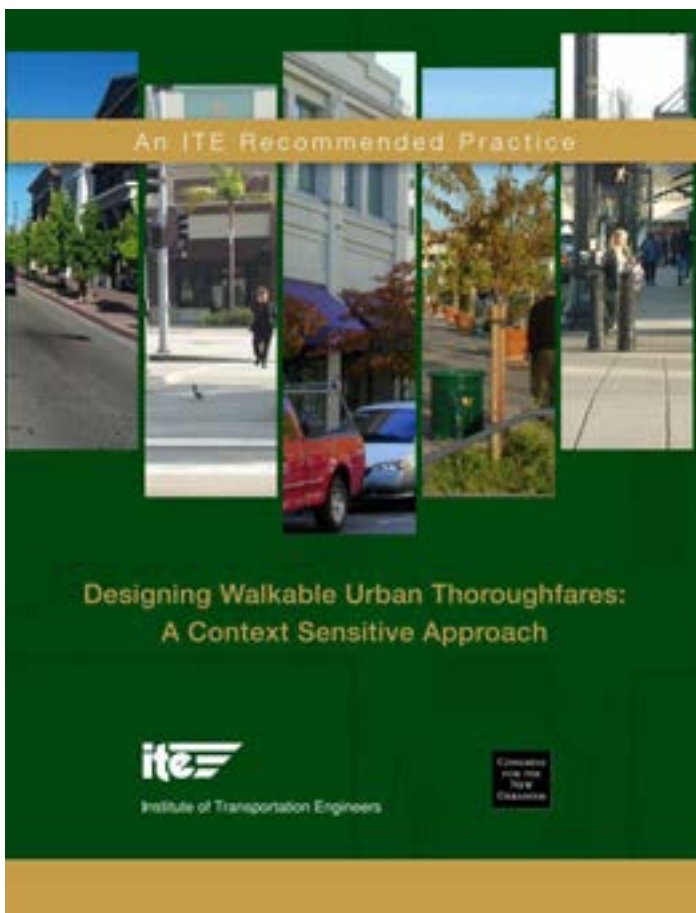


Figure 46: Wayfinding signs help pedestrians and drivers find their destination.

Also important to making walking more friendly is the use of:

- Pedestrian linkages and corridors
- Greenways, pathways, and linear parks
- Pocket parks and gathering places
- Shade through extensive tree canopy and building design
- Active ground floor uses
- On-street parking
- Consistent streetscapes (landscaping, lighting, signage, and street furniture)
- Safety and security

To achieve those objectives, the city's regulating plan should incorporate a community design charrette that leads to comprehensive plan policies and a form-based land development regulation that includes a complete suite of street sections appropriate for walkable areas. The form-based code street sections should incorporate the following key principles:



The single most significant challenge to the cohesive redevelopment of the Uptown area is the divide created by what would be considered by many transportation engineers as a well-functioning major traffic corridor. That is from the perspective of the car, not people.

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- Build for everyone – not just for motor vehicles, but also for bicyclists, pedestrians, children, the elderly, and emergency responders. Streets that are enjoyable for people to live and work along, conducive to neighborly interaction, and beneficial in helping pedestrians feel safe crossing are those that encourage lower vehicular speeds and corresponding low noise levels. In turn, tree-shaded, pedestrian-friendly streets lead to higher levels of bicycling and walking.
- Choose the right target speed. According to the Institute of Transportation Engineers (ITE) and Congress for the New Urbanism (CNU) publication, Recommended Practice Designing Walkable Urban Thoroughfares: A Context Sensitive Approach, the target speed of a thoroughfare (“the highest speed at which vehicles should operate on a thoroughfare in a specific context”) is directly related to pedestrian safety. Accordingly, minor residential streets should be consciously designed to maintain speeds of 20 miles per hour, while the higher-order thoroughfares should purposely be designed to speeds of 30 to 35 mph. One very effective technique in reducing speeds is to make the pavement no wider than necessary.

Figure 477: The ITE and CNU publication, Recommended Practice Designing Walkable Urban Thoroughfares: A Context Sensitive Approach, provides guidance for planning and designing major urban thoroughfares for walkable communities. The Federal Highway Administration defines context sensitive solutions (CSS) as “a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist.”



Figure 48: The Cypress Creek multiway boulevard (top image above) will be suitable for both people and vehicles. The multiway boulevard (top image below) is described in the National Association of City Transportation Officials Urban Street Design Guide. The bottom image below shows a typical multiway boulevard section and plan. Interconnectivity with the overall street plan is required, and the form-based code should call for correctly sized urban blocks and an interconnected street network.

- Create a highly connected street network that will provide a multitude of direct routes from one area to the next. For cyclists and pedestrians, a highly connected network creates shorter routes on quieter, more intimately scaled streets. For drivers, that translates into shorter trips on local routes, at lower speeds, while reducing congestion on arterial routes. Travel demand is less concentrated in a finer grained street network, especially during peak periods. That reduces the heavy point loading of the proposed Multiway Boulevard at any one location. A connected network also gives emergency providers multiple options for reaching a destination.

The Multiway Boulevard: A Tested Solution for Cypress Creek Road

Multiway boulevards have a strong history and are increasing in use. Older examples were built at the end of the 19th century in New York, and new multiway boulevards exist in San Francisco and Chico, California, and other locations. That grand multiway thoroughfare style is reemerging in the



Figure 49

field of urban design and is successfully being used around the country to blend high vehicle mobility in the center and pedestrian scale design on the edges. The multiway boulevard, the TAP highly recommended, should be the model for recasting the current multi-lane Cypress Creek Road, Powerline Road, and Andrews Avenue. That model will encourage the optimal balance of multimodal usage and capacity for the Cypress Creek corridor.

Use of a multiway boulevard design:

- Will streamline and improve traffic flow along Cypress Creek Road by providing new side medians and access lanes that strictly control future connections to the boulevard.
- Simultaneously permit substantial volumes of through traffic at its center while encouraging the commercial, street-front development pattern appropriate for viable, walkable community design.



Figure 50

In a multiway boulevard design, the central lanes and access lanes are separated by generous side medians. The concept and operating characteristics of multiway boulevards are described most fully by Allen Jacobs, Elizabeth McDonald and Yodan Rofè in *The Boulevard Book* and also in *ITE/CNU's Designing Walkable Urban Thoroughfares* described earlier. The generic section and plan of a multiway boulevard is illustrated in Figure 50.

Core design features of a multiway boulevard include the following:

- The center of the multiway boulevard is typically four-to-six lanes (current traffic on Cypress Creek can be accommodated with four lanes) that serve the traditional function of an arterial street – to move longer automobile and bicycle trips safely through an area. The center lanes are considered the “vehicular realm,” and design considerations on those lanes place priority on the through movement of motor vehicles, as with contemporary suburban arterial design. Pedestrians are encouraged to cross the center lanes because speeds are managed in the 30-35 miles per hour range (speeds that also create a safe environment for those traveling by bicycle).
- On either side of the existing central through lanes are wide park-like medians with street trees and shared-use paths or sidewalks. At the edge, a single one-way access lane provides access to on-street parking. A wide sidewalk and street-front development complete the boulevard’s pedestrian realm.
- The entire area from the edge of the central lanes to the building faces, provide a real sense of place where pedestrians feel comfortable. The one-way access lane is designed for speeds of 15 miles per hour. Within the pedestrian realm, design considerations place priority on pedestrian mobility. The table in Figure 5 summarizes the functional elements of the proposed multiway boulevard. Below that are illustrations (Figures 55



Figure 51

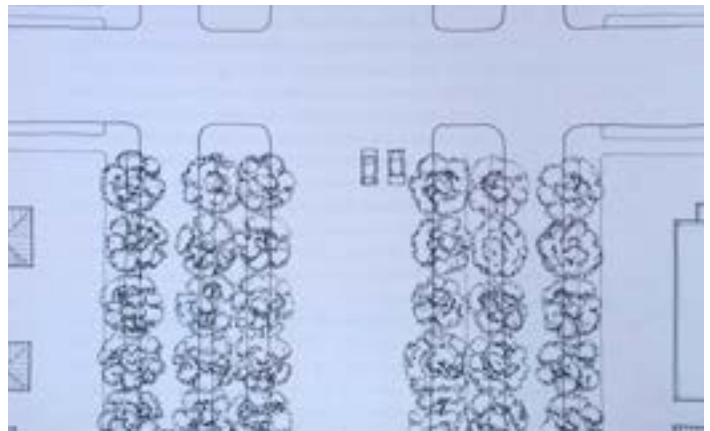


Figure 52



Figure 53

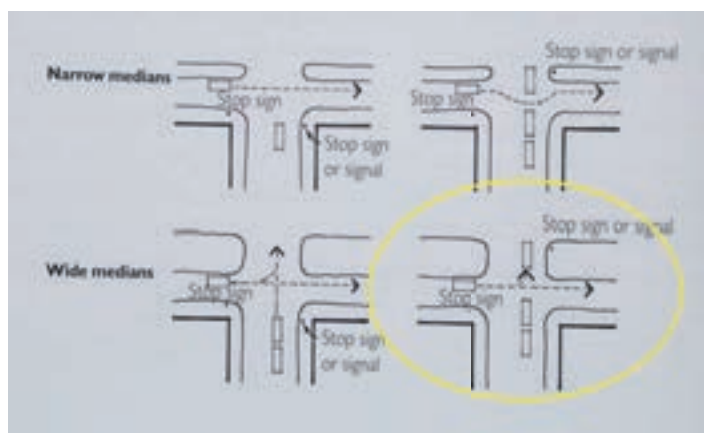


Figure 54

By maintaining the functionality of the roadway facility with central through lanes and creating through lanes and a pedestrian/on-street parking corridor with shade for the pedestrian, the city will provide a convenient, safe, secure, and enjoyable pedestrian realm and a functioning street. Two important design and land use strategies to achieve such a road require adoption of a form-based code and regulating plan that will result in buildings brought to the sidewalk to further encourage pedestrian movement.

through 58) depicting a range of multiway boulevards. Figures 59-64 shows the conversion over time of a multi-lane road designed to serve cars into to a multiway boulevard.

required to complete the analysis to determine if the roadway could undergo a lane diet (a reduction in vehicle travel lanes). Data from the Florida Department of Transportation and Broward MPO will be necessary to inform the operations analysis.

A first step in pursuing a multiway boulevard design for Cypress Creek Road is to assess the operational performance of the future Cypress Creek Boulevard and resulting operation of the I-95 interchange. The recommended travel study can be conducted using micro-simulation software such as Synchro™. Cross streets should be based on the interconnectivity street network. Travel demand levels are also

Table 1 - Multiway Boulevard Functional Elements

1.	Central Lanes	Provide traffic through movement, allowing longer trips to pass through the area. They also bring potential customers within viewing distance of the shops and storefronts along the edge.
2.	Side Medians	Park-like medians establish the beginning of the pedestrian realm. Planted rows of trees provide enclosure, helping manage the central lane thoroughfare speeds. Medians also provide shade and protection for pedestrians, cyclists and space for transit stops. The shared-use path allows bicycling, roller-blading, and strolling, with ample benches and lighting.
3.	Access Lanes	The narrow one-way access lanes serve vital on-street parking. They parallel the central lanes and can provide some circulation between elements of the street network, however this function is minor. They provide a quiet, pedestrian friendly street for the store fronts facing the Boulevard. Total curb face to curb face width will not exceed 18 feet.
4.	Wide Sidewalk	Allows pedestrian traffic to circulate freely between the store fronts and buildings along the median park and crossing areas. The wide sidewalks provide necessary space for pedestrian mobility, shopping and outdoor dining. Street trees and other plantings also greatly enhance the spaces.
5.	Store fronts	Provide economic viability. Development located adjacent to the sidewalks, is accessible via all modes. The store fronts also send a clear message that this is an inviting place for people, a message that is not possible to convey with conventional arterial design.

Figure 55: Multiway Boulevard Functional Elements.

Figure 56



Figure 57



Figure 58



Figure 59



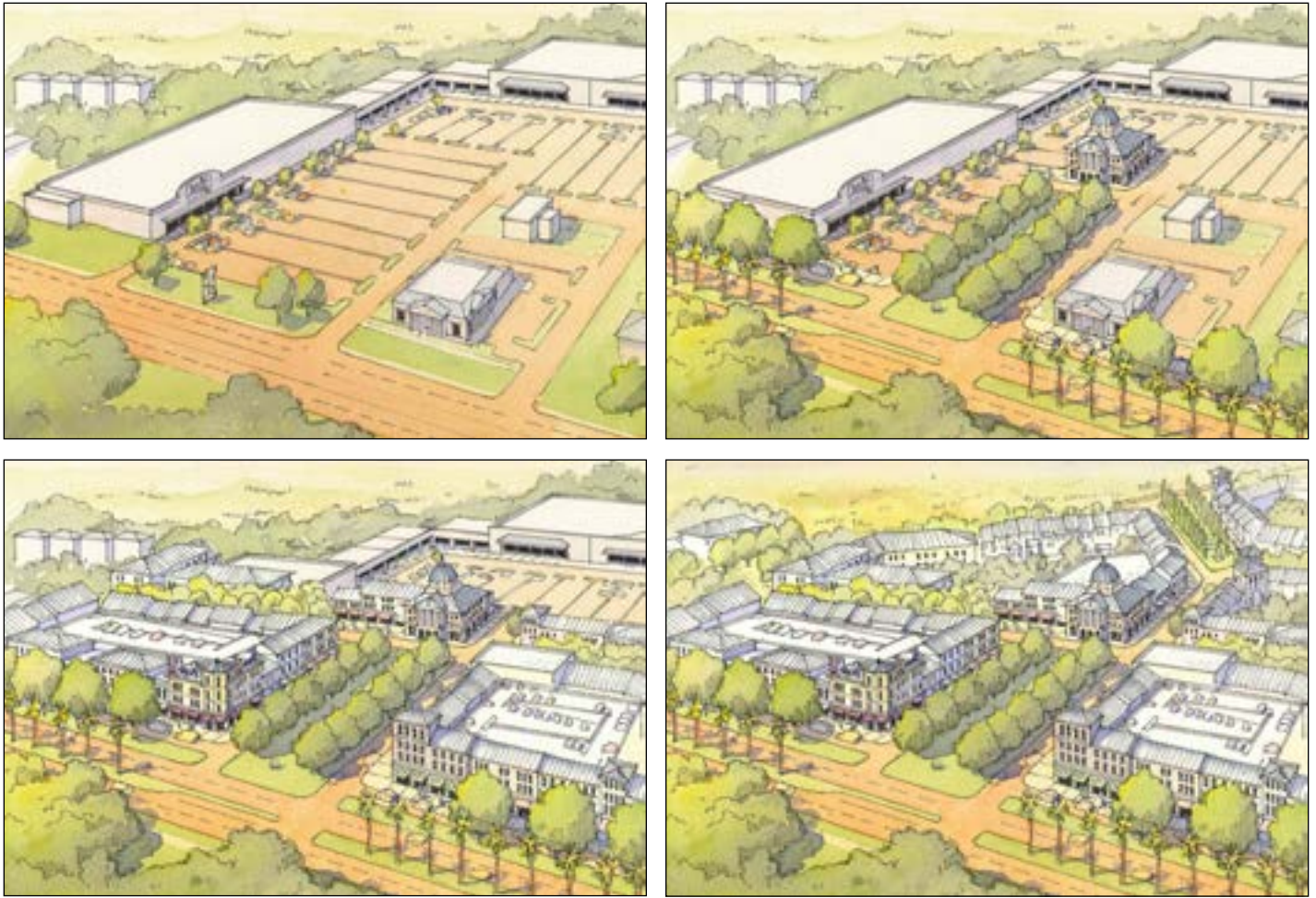


Figure 60: Change from a suburban to urban center over time.

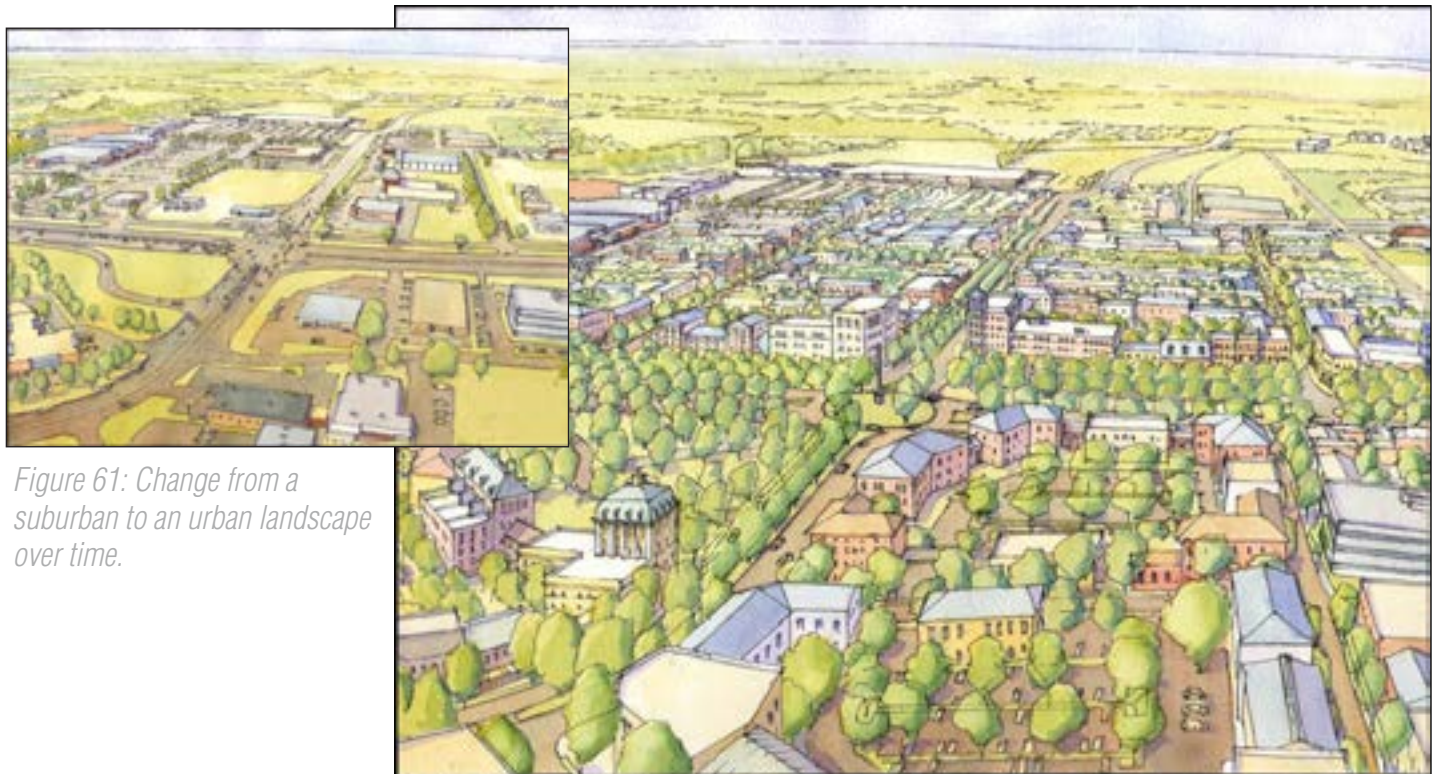


Figure 61: Change from a suburban to an urban landscape over time.

Creating Healthy Walkable Places and Greenways

The single most important component in the resurgence of any area is the people within it: how they feel about their experience while in the area and their desire to go back to that experience. As poet Wendell Berry wrote about place-making: “If what we see and experience... does not become real in imagination, then it never can become real to us, and we are forever divided from it... Imagination is a participating and a local force, native to the ground footprint.”

For the Uptown area, providing that positive experience means creating an environment that makes the pedestrian feel comfortable when moving around. One important way of doing that is establishing shaded pathways and making the experience of getting from one point to another convenient and safe. Creating such areas will also promote community health. In addition to strategies such as walkable streets described elsewhere in the TAP recommendations, several other examples that will lead to a healthier community are described below.

- Nature trails – Exercise and entertainment trails for biking, jogging, and walking could be routed through the heavily vegetated areas along I-95, east of Andrews Avenue between McNab and Cypress Creek Roads. The proposed trail system could connect existing paths that currently serve as office park amenities. Expanding and revitalizing the existing trail system would provide access to the entire community, including the multifamily areas as they are added to the Andrews Avenue corridor as recommended by the TAP.
- Community Gardens – A community garden adjacent to proposed multi-family residential areas could provide fresh food for the community in an otherwise fairly commercial area. In creating such a garden, other successful examples should be studied and an organization identified or formed to handle garden maintenance and insure long term success.
- Storm Water as an Amenity – Currently most property faces away from the stormwater collection areas or ponds along I-95. Those collection areas could be expanded and woven throughout the area as an amenity that would also increase property values by improving views and other aspects of biophilic urbanism (explained earlier in the TAP recommendations).

The idea of feeling comfortable and safe with our surroundings and the image we take away from our experience will help shape the way we store and recall the experience. And that determines if we are drawn back because of the impressions left. It is our imagination fueled by our experience that will measure our ability to create great places.

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Figure 62



Figure 63

- Air Quality – Increased vegetation will improve the air quality of the community as vegetation filters particulate pollution as well as acts as a carbon sink. Reduced vehicle trips will result in reduced carbon emissions, which will lead to lower ground ozone pollution levels.
- Shading/Daylight – The use of natural and constructed shade is an important amenity. An example is pathways covered with fabric or by tree shade that provides a naturally lit healthy space that is reasonably sheltered from inclement weather. The indirect light would also reduce exposure to direct radiation. Making the outdoor transportation avenues more comfortable will increase usage.
- Safe Street Crossings – Transforming the Andrews Avenue and Cypress Creek Road intersection into a pedestrian-adapted multiway boulevard intersection will make it safer to walk to the Cypress Creek Tri-Rail station. Relocating the on-ramp for I-95 southbound will also make walking from the park-ride lot to the Cypress Creek Tri-Rail station much safer. At present, walking across Andrews Avenue there and at the intersection is very dangerous.
- Safety – Redeveloping and infilling existing office and retail parcels north of Cypress Creek Road to include compact multifamily residential units as well as encourage more walk/bike access for the office building employees will increase the pedestrian volumes at the street level. Redeveloping existing office parcels south of Cypress Creek and encouraging buildings with ground floor retail to be developed closer to the sidewalk will also heighten pedestrian volumes. A by-product of higher pedestrian street movement can decrease the likelihood of crime.

The features described above should improve the health of the community through motion and exposure to nature, the TAP concluded. In addition, views of nature usually increase the asset value of the built environment, which in turn leads to higher tax revenue, which funds more community based improvements and the cycle continues.

Encouraging Development and Redevelopment

The city can take a number of steps now to continue the momentum established over the last couple of years.

Working with Envision Uptown and the Broward MPO to expand the scope of the Cypress Creek mobility project could fast track preparation of the regulating plan and form-based land development regulations. Between now and when the recommended code and regulations are in place (which can be a lengthy process), the city might consider an interim step to create an environment that encourages interested developers and land owners to begin the development and redevelopment process for projects that are consistent with the Uptown Urban Village called for by Envision Update. Taking steps now will continue the current feeling of excitement about the prospects for the Uptown area and the creation of an urban village within it.

Sites currently under public agency or government control present a good opportunity for those first developments. Evaluating such sites now and agreeing on a course of action will facilitate their evolution into productive parcels that will illustrate and enhance the Uptown vision. Two examples of good demonstration sites (because of their strategic location) are the park and ride site owned by the Florida Department of Transportation and the area around the Cypress Creek Tri-Rail station.

The park and ride site is important because it serves as the front door to the Uptown Urban Village. Whatever development is proposed must exhibit the principals of an urban character, a mix of uses, and connectivity. The Cypress Creek station also is important to the success of the remake of Uptown. According to a study by the South Florida Regional Transportation Authority, the area around the station is ranked eighth in population and second in employment within a half-mile radius. Those characteristics present a unique opportunity to boldly step into the TOD implementation stage, a step that represents an organic evolution of redevelopment and is encouraged by the South Florida Regional Transportation Authority (SFRTA). A TOD redevelopment in that area is an important component of the Uptown Urban Village vision and is called for in the plans of a variety of local and regional agencies as described earlier in this report.

An important first step in pursuing such a TOD development is to form a public-private partnership that includes landowners. The partnership would work collaboratively in a charrette process to develop a shared vision for that important combination of sites designed at the pedestrian scale. Organizing such a partnership

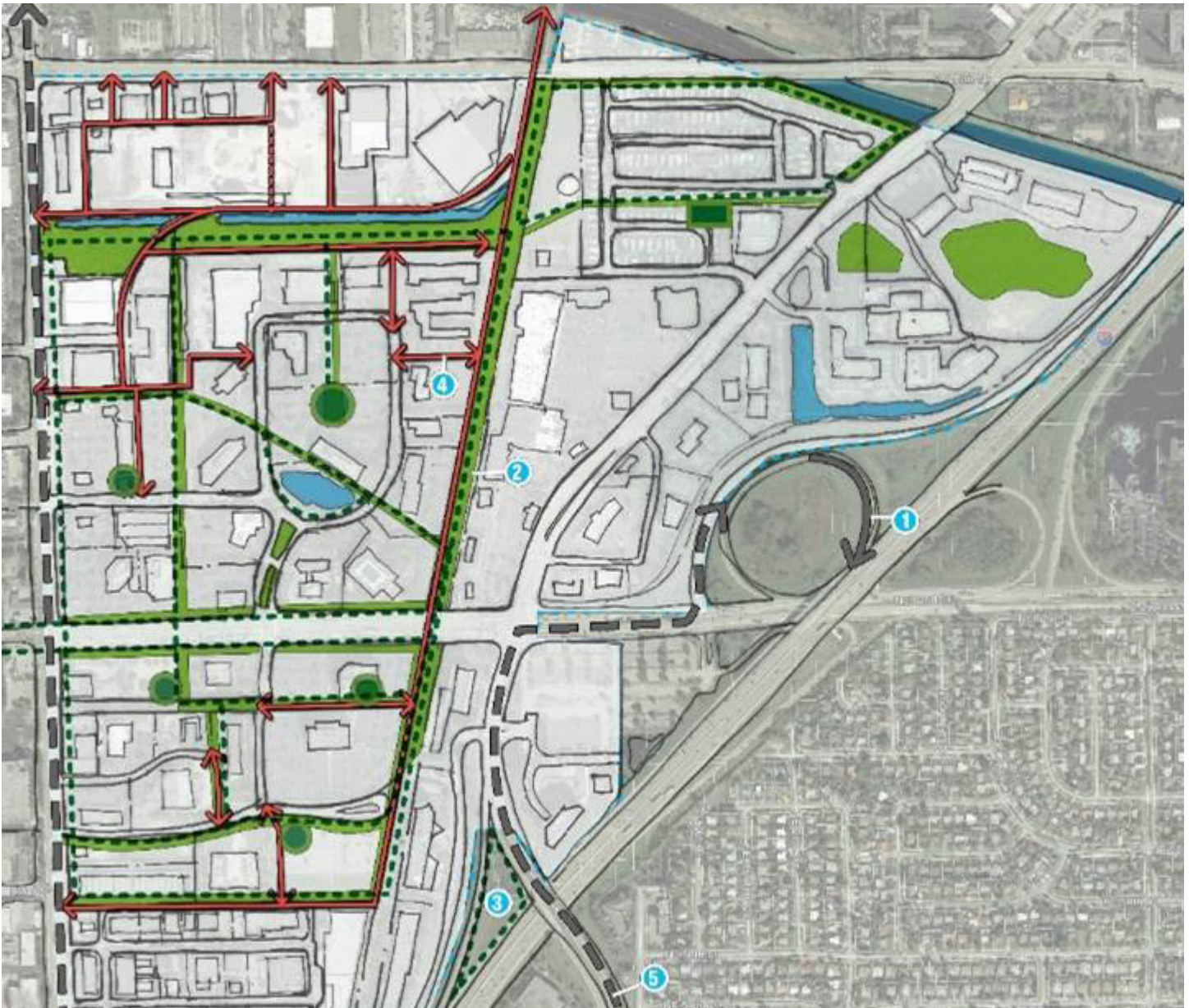


Figure 64: A system of greenways, trails, and walking paths will provide residents of the Uptown Urban Village an opportunity to enjoy a stroll or take a long walk or run, and visit with friends, and be with nature.

LEGEND
 Green: Parks
 Black: Buildings-Existing and New
 Blue: Water

and engaging its members in meaningful dialogue is an appropriate role for Envision Uptown. In addition to landowners, partners should include the SFRTA, the city, and the Broward MPO.

A more intensive look at the proposed development was also encouraged. Designers should fully understand major regulatory implications such as the policies driving development within the immediate area of the Fort Lauderdale Executive Airport. The regulations contain specific land use, height, noise, and other constraints that will affect the efficient use and re-use of the proposed TOD site and could ultimately

determine its character. (Please see Chapter 333 of the Florida Statutes and referenced Code of Federal Regulations (CFR): 14CFR Part 77 and Part 150, 'Safe, efficient use, and preservation of the navigable airspace' and the "airport noise compatibility planning," respectively, for details.)

The TAP Team decided to analyze a test block (see Figure 65) to demonstrate how redevelopment opportunities could create a mix of uses and achieve the desired sense of place. The selected block is at the southeast corner of the Cypress Creek and Powerline Road intersection. The ideas tested, which are for one simple scenario, are outlined below.

The letters correspond with those in Figures 65 and 66 . The variety and mix of uses, the TAP noted, are achievable.

A: Five-story building with ground floor retail and the upper four floors office, consisting of 26,000 square feet (sf) retail and approx. 100,000 sf of office.

B: Four-story building with ground floor retail and the upper three floors residential apartments, consisting of 14,000 sf of retail and 45 apartments with an average size of approx. 1,200 sf each.

C: Vertical parking garage consisting of four parking levels with 124 parking spaces per floor for a total of 496 parking spaces.

D: Represents a 25-foot land dedication for right-of-way purposes.

E: Represents a 40-foot mid-block access easement required from the adjacent property to the east.

F: Represents the gateway statement (see Figure 62), which may take the form of a monolith or other simple distinctive feature that, when combined with similar features at the other corners of the intersection, will create

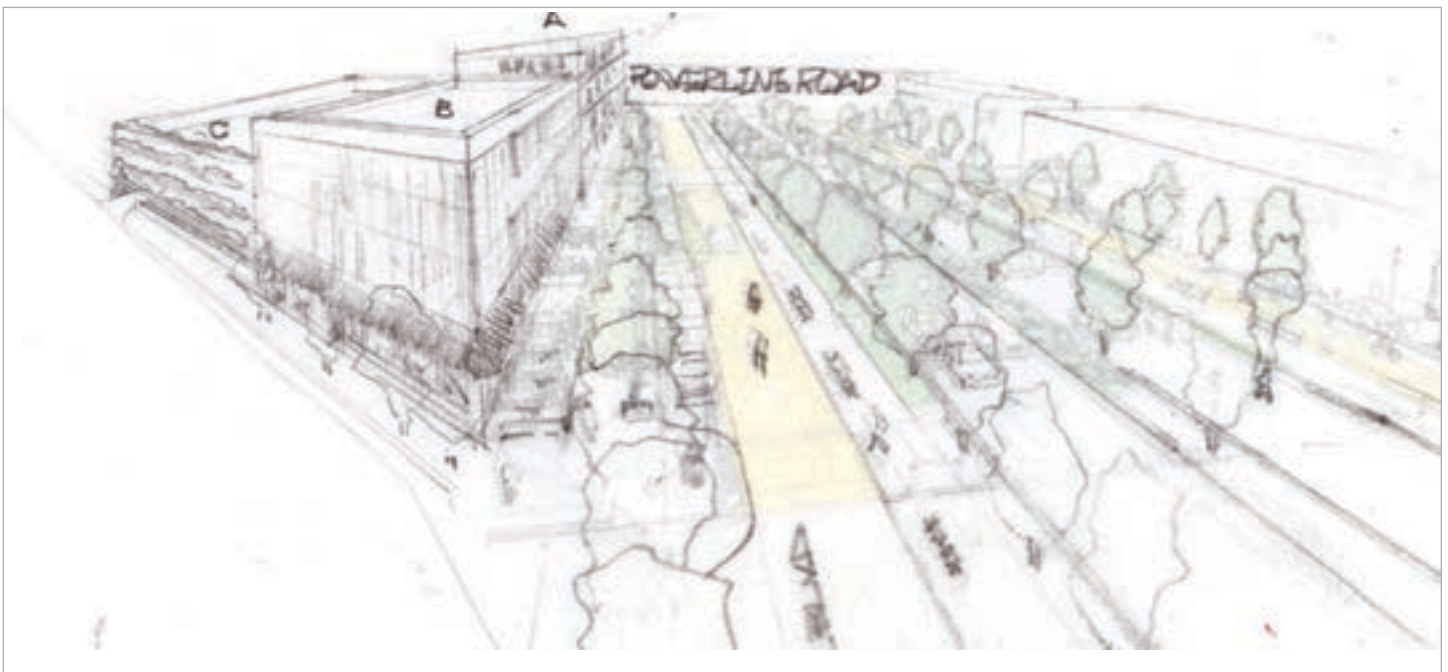
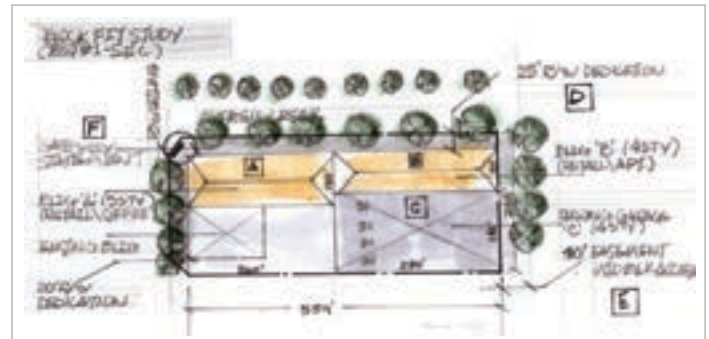
a sense of arrival into the Uptown Urban Village. The recommended greenways system should be evaluated along with the Fort Lauderdale Executive Airport land ownership to determine if there are opportunities for public gathering places and vest pocket parks. Another possible location to examine for such amenities is a satellite city hall/police substation.

G: Represents the existing building on site.

H: Represents a 20-foot right-of-way dedication for Powerline Road that could be used for sidewalk pedestrian circulation.

The proposed test block study incorporates the modified Cypress Creek Road cross-section as well as the compact urban format outlined in this report. Another key ingredient in this test block is the use of vertical parking to achieve the desired pedestrian scale and urban form.

Figure 65, right, and Figure 66, below:
The TAP used a test block to examine the potential results of the proposed concept to use in creating the Uptown Urban Village.



Continuing to Grow the Uptown Urban Village as a Recognized Center of Innovation and Employment

The Uptown area already has a large employment base (some 70,000 jobs as described earlier in this report) and contains leading technology firms such as Citrix and Microsoft to build on. To be competitive in a global economy, the Uptown innovation and employment center needs to be geographically identifiable, physically compact, transit accessible, and tech wired for businesses, such as medical, specialty manufacturing, high tech, and start-up. A mix of housing choices, offices, retail, restaurants, and other support services such as car sharing, laundries and drugstores must be available in order to be a comprehensive innovation and employment center. The innovation/collaborative district approach is illustrated in Appendix C.

The Uptown Urban Village design must project a different model to the employees (millennials) of today and tomorrow who prefer urban living with amenities immediately accessible from housing and transit. Under today's corporate model, the firms that want to employ those workers will locate and invest in the center, rediscovering the time-honored linkages between the economy, place making, and social networking.

Reshaping the core of Uptown as a true urban village center gives the city of Fort Lauderdale and Broward County a propitious opportunity to revisit the highly inefficient single-use, isolated sprawl model of the past encouraged by auto-only mobility. The new center can demonstrate their re-thinking what has been typical edge city development. That will require re-thinking Uptown's market position and how to build on some of the area's greatest assets, including the highly used Fort Lauderdale Executive Airport and Cypress

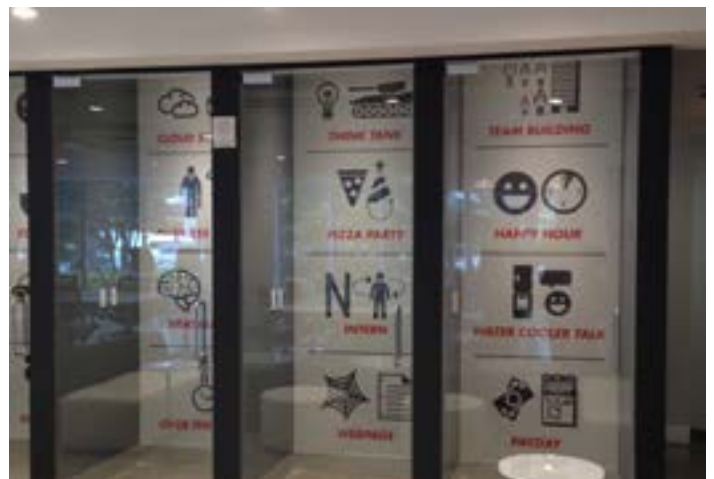


Figure 67: The Fort Lauderdale-based Axisspace, which is located on Las Olas Way in the Las Olas River House, provides an alternative to traditional office space. Its amenities and open layout are designed to encourage collaboration and innovation and to build a unique business culture and community. Users have access to services such as conference rooms with state-of-the-art technology, printers/scanners, and fully furnished offices. Amenities include a spa, pool, gym, locker rooms, outdoor casual seating, and organized weekly social gatherings.

Creek Tri-Rail station and a large existing employment base. The Uptown Urban Village design should include a bold statement about the employment sector in Uptown and define a clear district that will encourage the desired convergence of educational institutions, employers, and government. The design should have the express purpose of educating the future employment sector in Uptown. It should also generate the desire to live and work in an area that offers an urban environment in a resilient region, poised to remake itself into a competitive, livable, and connected urban village center. The concept infill and greenways plan is illustrated in Appendix D.

Moving Forward with the Right Implementation Tools to Turn the Uptown Urban Village Center into Reality

The redevelopment of the Uptown Urban Village will depend on a series of implementation tools to demonstrate the City's commitment to moving forward with the Uptown Vision. Those changes will require partnerships and the involvement and investments by community stakeholders, local government, and private landowners. The tools discussed below include those that are currently available, those that may become available, and those yet to be implemented. They include creative financing tools that can complement the recommended land use plan and zoning regulation adjustments and help governmental agencies coordinate the orderly infrastructure improvement funding necessary to build a strong core and encourage redevelopment.

Community Redevelopment Agency (CRA) and Other Financing Tools

The Florida legislation creating CRAs allows a city to leverage its tax base in areas where the physical or economic deterioration of a target area requires investment and specific actions to help bring about change. As the CRA regulations have matured through the legislature and the courts, specific adjustments, controls, and limitations have been imposed on what CRAs can do. Those changes have generally strengthened CRAs. The evolution of the law has reflected due process and is a barometer of the current thinking on the topic. However, action by the Broward County Board of County Commissioners to cease the establishment of all future CRAs in Broward County is not encouraging. If the city is ultimately allowed to proceed with new CRAs in Broward County, it should strongly consider an Uptown Urban Village CRA as a mechanism for funding considerable infrastructure improvements necessary for the Uptown Vision to come alive.

Other financing tools include a variety of dependent and independent district tools available to governments to assist in the funding of new and improved infrastructure to support growth and sustainability. The key to utilizing those tools is for government to have the support of its leadership to facilitate an active and creative exchange of ideas among all stakeholders. The private sector must take a lead in the planning and visioning and also become active in the funding and implementation process to encourage the positive changes needed to create a true urban village. Property



Figure 68: Wrapping parking structures with residential and/or retail uses will activate the street level and ensure that pedestrians or those driving by are not looking at blank walls. Shown here are examples from Mizner Park, FL (left) and Boulder, CO (right; photo by Kyle Grading).

owners' associations and not-for-profit business alliances are also tools available to the private sector, property owners, and other stakeholders.

Supportive Zoning and Land Use Regulations

One early step is to change the city's land development regulations and the comprehensive plan future land use map to allow mixed-use development and redevelopment as outlined earlier in this report. The Uptown Urban Village vision calls for a major change in the urban fabric to a compact, walkable pattern. A vital companion to redevelopment of the land pattern is adoption of a Complete Streets transportation mobility plan. To succeed, Uptown needs to provide employees and residents the freedom to use all modes of travel. That begins with creating a more walkable environment that includes the multiway boulevard sections, sidewalks, paths, and trails described in the Uptown Urban Village vision.

Use of Vacant Lots and Parking Structures

The limited number of vacant parcels creates one of the most significant hurdles in creating a village-like setting because realizing the Uptown Vision is largely dependent on redevelopment versus greenfield development. Redevelopment is further complicated by land values and ownership structures. However, many surface parking lots are ideal candidates for redevelopment, a resource that would not be available in every market. The existing office parks in the Uptown submarket generally offer enough concentration (employees and square footage) to support a parking garage.

In addition, the strong land values in the area due to the limited land supply in Broward County should support the economics of a higher and better use than surface parking.

Although structured parking is encouraged, it should be developed with care. Parking garages should avoid blank walls facing or overlooking pedestrian-oriented streets and other public spaces and require liner buildings with active ground floor uses. As shared parking is analyzed and on-street parking is introduced code parking requirements should not be in contradiction to the Uptown Urban Village Vision.

A Redevelopment Facilitator

Because of the many hurdles and complexities, such as existing zoning codes, approvals, ownership, capital structures, and financing conditions affecting the ability to redevelop a site, a task force should be formed (possible through Envision Uptown) to work hand-in-hand with landlords to help encourage and assist with moving forward.

One approach is to partner with well-respected multifamily and/or retail developers who can help form marketable plans with specific property owners on target parcels. That will help shift the focus from an interesting vision to a real opportunity. One such redevelopment opportunity is located just north of the Cypress Creek Tri-Rail station (retail center) and south of McNab Road where a mobile home park of approximately 23 acres exists. Displacing the residents is not being suggested, but a long term redevelopment strategy surrounding that parcel should be assessed. Other opportunities include the



Figure 69: Compact residential housing and related mixed-use development should achieve a massing and placement that achieves a street-level pedestrian environment.

park and ride site at I-95 and Andrews Avenue, the parking lot next to the rail station, and vacant parcels owned by the Fort Lauderdale Executive Airport.

The Importance of Branding and Programming

The TAP recommends that Envision Uptown and other community groups clearly define and brand the Uptown Urban Village Vision and its guiding principles. They also should also create marketing tools to drive both awareness and development, using all forms of media (print, news, and social). Those materials should showcase the area, the available incentives, and the development opportunities. Outreach should target the brokerage and development communities. Programming a full calendar of events to bring the Uptown area alive is also critical to the area's success. This is the type of activity for which the Envision Uptown could be responsible.

Achieving the Required Residential Development

The area proposed for the Uptown Urban Village lacks the blend and density of multi-family residential uses required to create an active district. The closest residential units are primarily single family home and townhome communities and are not within walking distance of the Uptown Village Center location. The TAP recommends targeting compact multi-family residential development within the gateway hub areas and in/ around the existing office parks. Infill residential development will start to create the residential base required to support

future, active retail uses and allow people to live and work within the neighborhood. Residential densities should range from 50 to 150 dwelling units per acre.

Higher density should be concentrated near major roads and the Cypress Creek Tri-Rail station, transitioning to lower intensities closer to existing single-story/low-rise residential development. The height and location of residential development should take into account the requirements of the Fort Lauderdale Executive Airport. Increasing compact residential patterns should be addressed in the form based zoning code for the Uptown Urban Village. Code requirements can be used to avoid superblocks and encourage the creation of a pedestrian-scaled block pattern of development.

Broward County's affordable housing requirements also need to be considered. Although providing affordable housing for working-class professionals is important for the diversity and vibrancy of the area, a requirement of that nature is not recommended for the early years of the area's rebirth. It is important to get development kick-started and minimize potential barriers to entry. However, affordable housing requirements should be re-analyzed as development in the submarket progresses. Such an analysis should occur on a set schedule to address political, social, and/or citizen concerns with the requirement's early exclusion. As shown in Appendix E, Existing Housing Stock Resales Data (3 mile radius of the Fort Lauderdale Executive Airport), the area already offers a range of housing choices. Over 79 percent of the residential transactions in the last three months are less than \$175,000 and over 50 percent are less than \$125,000.



Figure 70: Well-thought out and crafted branding and use of marketing and outreach tools are also essential.

Public Parks

Creation of public parks within walking distance of the residential target areas is crucial to encouraging more urban forms of development where open space is provided through public areas as opposed to a behind the “gates” location. Each residential project will most likely still have its own amenity areas, such as gyms and a pool, but large outdoor common areas should be provided through the public realm just as they are in the downtown cores of major cities.

Active Ground Floor Uses

Active ground floor uses are very important to help achieve the Urban Village Center Vision. The ground floor spaces in new buildings should be designed to accommodate commercial uses, however ground floor retail uses in those spaces should only be required in target areas and on streets where leasing the space is likely. That will avoid what has happened in other South Florida developments where ground floor retail uses were required, creating spaces in challenging locations based upon visibility, market demand, and/or parking that have remained vacant. Within those retail spaces, professional office and other market-driven uses should be allowed as long as they are set up with windows and doors on the sidewalk, similar to the way a small doctor’s or accounting office would be in an old main street setting. Optimally, ground floor uses such as restaurants, cafes, coffee shops, dry cleaning, a small grocery, and pharmacy would serve the neighborhood. Appendix F, Road Change Progression, illustrates how ground floor retail, combined with a complete street, can activate a previously underutilized corridor.



Incentives

To help encourage development in a more urban-like form, an incentive system should be crafted that grants density bonuses and/or impact fee credits based upon implementing a menu of desired outcomes. Such a menu should include green building practices and climate resiliency strategies. If an incentive system is implemented, the density ranges suggested above might need to be adjusted so that desired outcomes are still acceptable under the assumption that an average number of menu items are implemented and bonuses granted.

One area for incentives involves addressing the older office space in the Uptown. It is crucial that the Uptown Urban Village remain competitive in attracting and retaining corporate users. Competition from newer, more modern office parks in areas such as Sunrise and Weston must be taken into account, although both lack the requisite walkability. Modernization of existing office space is important for the village to remain competitive and attract quality tenants and, ultimately, jobs. An incentive-based program sponsored through local government and predicated on job creation should be created to encourage reinvestment in the office stock. Programs could include tenant improvement allowances, financing mechanisms, and permit discounts/credits.

The office buildings with frontage on the local arterials could convert a portion of their ground floor space into active uses. Therefore, a program should be implemented to encourage that conversion (an expedited approval process for example). Some buildings already have small cafés and cafeterias that



Figure 71: The Citrix Operational Headquarters (left) in Uptown provides a good example of a mini-park where employees can gather and relax. Urban trails (right) provide green elements in the public realm that can provide pleasant way to move from one destination to another.

are not known and/or inaccessible to the general population. For example, the Trade Centre South building has a small café on an upper floor that is only open to tenants and building guests. That building provides direct access to the Cypress Creek Tri-Rail station and should have located the café on the ground floor to serve both the building and rail passengers.

Leverage Currently Available Resources

The Uptown area offers a number of essential strategic assets (highlighted below) that can be leveraged to make the Uptown Urban Village Center a reality.

Envision Uptown

Leverage the dedication and commitment reflected by Envision Uptown, an organization created by a group of landowners, developers, and heads of major corporations located on Cypress Creek Road. Envision Uptown is the core group with which to start a dialogue about next steps in the process of revitalization, redevelopment, and place making. Members of the organization have already been meeting and strategizing to help make the Uptown area competitive in an ever changing marketplace. The city could look to Envision Uptown to provide a number of important roles.

- Serve as a first source for committed stakeholders to assist in the planning charrettes necessary to define the vision and create the regulating plan and form based code to implement development and redevelopment.
- Provide a modest piece of the matching funds necessary to fund the next steps planning effort, in conjunction with the Broward MPO and city of Ft. Lauderdale.
- Investigate the formation of an improvement district for the Uptown greater area. Such a district could supply implementation funding for a variety of necessary activities to advance to Envision Uptown vision described earlier in this report.
- Manage the marketing and branding of the Uptown greater area and coordinate programming to draw people to the area and maintain their interest. A strong programming initiative is a critical component to the success of the Uptown area.

The TAP recommendation to redesign Cypress Creek Road within the Uptown core is an essential ingredient in achieving a multi-modal, mixed-use, and economically competitive urban center that is a desirable live, work, play environment. Although the recommended multiway boulevard design can be viewed as disruptive, it is through such disruption that meaningful change can occur. Strong city leadership, collaboration and dedication by all stakeholders will be required to see this vision emerge, regardless of the difficulty.

The ULI Technical
Assistance Panel Co-Charis
Charles DeSanti and
Sam Poole

The Fort Lauderdale Executive Airport

Leverage the general aviation Fort Lauderdale Executive Airport that has become and will continue to be a regional economic engine. Supporting the airport's expansion and growth will be a positive contributor to the success of the Uptown Urban Village. All stakeholders should work together to expand the airport's brand and role in the region. They should also work with the airport to encourage an entrance design statement along Cypress Creek Road. Another action would be for the airport to evaluate to what extent an Uptown greenways system could be encouraged on portions of its land outside the airport primary property.

Robust Employment Base

Leverage the current 70,000-worker employment base that travels from outside the Uptown area and at the end of the day does not stay and shop or meet friends at the local coffee shop but rather heads for their cars and seeks the quickest vehicular route to either I-95 or Florida's Turnpike. The first step is giving them a reason to stay in the area after work, and the second is to provide a reason to want to live in the revitalized Uptown Urban Village. Initial strategies could include, among many other events:

- Organizing a restaurant food truck invasion in an established employer's location, preferably located along Cypress Creek Road to help promote the event and the Uptown area.
- Holding a party in the park where kids can have a great play experience (for families who might not live in the area but work there). The idea is to show them that there is life and vision and excitement in the Uptown area.

Remember that the employee of tomorrow is the millennial of today and they have a very different view of what the ideal workplace is or should be, as well as every institution sacred to the older generations. The numbers tell the story. Only 26 percent of millennials were married by the time they were 32 years old, compared to 36 percent of Generation X, 48 percent of Baby Boomers, and 65 percent of the Silent Generation. The differences in thinking are dramatic, and so is their view of where and how they will choose to live. Those leading the reinvention of Uptown need to be prepared to accommodate that critical workforce.

Educational Institutions

Leverage the educational institutions in Uptown and encourage more to locate there. The convergence of education, employers, and entrepreneurs in one place will establish the creative employment environment needed to encourage innovation and new product creation and the deployment of that new product into the marketplace. Only then will Uptown begin to compete with and win the best and the brightest minds and become the desired location for corporations to locate into the region and relocate from within the region.

Talent

Leverage the city's significant talent in planning for the Uptown Urban Village. That should include working collaboratively with the Broward MPO, SFRTA and other agencies. Together these organizations working in partnership with Envision Uptown and other civic organizations, agencies, businesses, and property owners can and will create a highly successful, resilient, livable, and exciting 24-hour Uptown Urban Village that will have a positive and lasting impact on the region.

APPENDIX A: TAP AGENDA

ULI Southeast Florida/Caribbean Technical Advisory Panel (TAP) Workshop
 Uptown Urban Village - City of Fort Lauderdale
 August 12 & 13, 2014

Tuesday, August 12

- 11:45 am – 3:00 pm Panel arrives, tour of study area & lunch
 Meet at Broward MPO Offices Building
 Trade Centre South, 100 W. Cypress Creek, Fort Lauderdale
- 3:00 – 4:00 pm Workroom Time, Presentation on Cypress Creek Mobility Hub by the Broward MPO
 Broward MPO Conference Room
 Trade Centre South, 100 W. Cypress Creek Road, Suite 850, Fort Lauderdale
- 4:00 – 5:30 pm Panel discussion with stakeholders
 Broward MPO Offices, Board Room
 100 W. Cypress Creek Road, Suite 850, Fort Lauderdale
This meeting is open to the public.
- 5:30 – 6:30 pm Hotel check-in (if needed) and break
 Sheraton Suites, 555 NW 62nd Street (Cypress Creek Blvd.), Fort Lauderdale
- 6:30 – 8:30 pm Dinner & discussion
 Sheraton Suites, Private Room, 555 NW 62nd Street (Cypress Creek Blvd.), Fort Lauderdale

Wednesday, August 13

- 7:30 – 8:30 am Breakfast at hotel for those staying at Sheraton Suites
- 8:30 – 10:00 am Panel work session, Broward MPO Offices, Conference Room
- 10:00 – 10:15 am Break
- 10:15 am – 12:30 pm Panel work session continued
- 12:30 - 1:30 pm Working lunch
- 1:30 - 3:00 pm Panel work session continued
- 3:00 - 3:30 pm Break
- 3:30 – 4:30 pm Panel review of draft report & power point presentation
- 4:30 – 5:30 pm Presentation of draft report; Questions & Answers
 Broward MPO Offices, Board Room
This meeting is open to the public

APPENDIX B: Tour Route

UPTOWN URBAN VILLAGE - Tour Route

August 12, 2014, 11:45 am – 3:00 pm

11:45 am - Group meets in Lobby of the Broward MPO Office Building - Trade Centre South, 100 W. Cypress Creek, Fort Lauderdale – 33309

STOP 1

Corporate Park

*Workforce One, Stryker, Bosch, Broward College, and Citrix
FDOT property*

Points of Interest to next stop:

Airport perimeter, planned improvements, free trade zone, etc.

STOP 2

Fort Lauderdale Executive Airport (FXE)

Lunch

Meet panel and provide background.

Points of Interest to next stop:

City College

Transition from commercial to industrial to residential development

STOP 3

Calvary Church

Points of Interest to next stop:

Proposed FXE Perimeter Walking Path

Palm Aire Neighborhood

City of Tamarac

Barry University

Kaiser College

Former FAU Campus – vacant lot

Twin Lakes Neighborhood

CSX Railroad Line

STOP 4

Proposed site for Schlitterbahn Waterpark & Sports Village

Points of Interest to next stop:

Powerline Road – observing walkability and bikability of the area

STOP 5

Cypress Creek Tri-Rail Station

Transit Connections including Uptown Link Trolley Service

Introduction of Potential Transit Oriented Development Area (core)

STOP 6

Microsoft Corporation

Points of Interest to next stop:

Cypress Creek Station Shops

FINAL STOP

Diner on West side of Cypress Creek Road

Disembark trolley and walk back to Broward MPO Offices for pedestrian experience.

APPENDIX C: REDEVELOPMENT AREAS AND INNOVATION ZONE



APPENDIX D: INFILL PLAN



Mission Bay, San Francisco

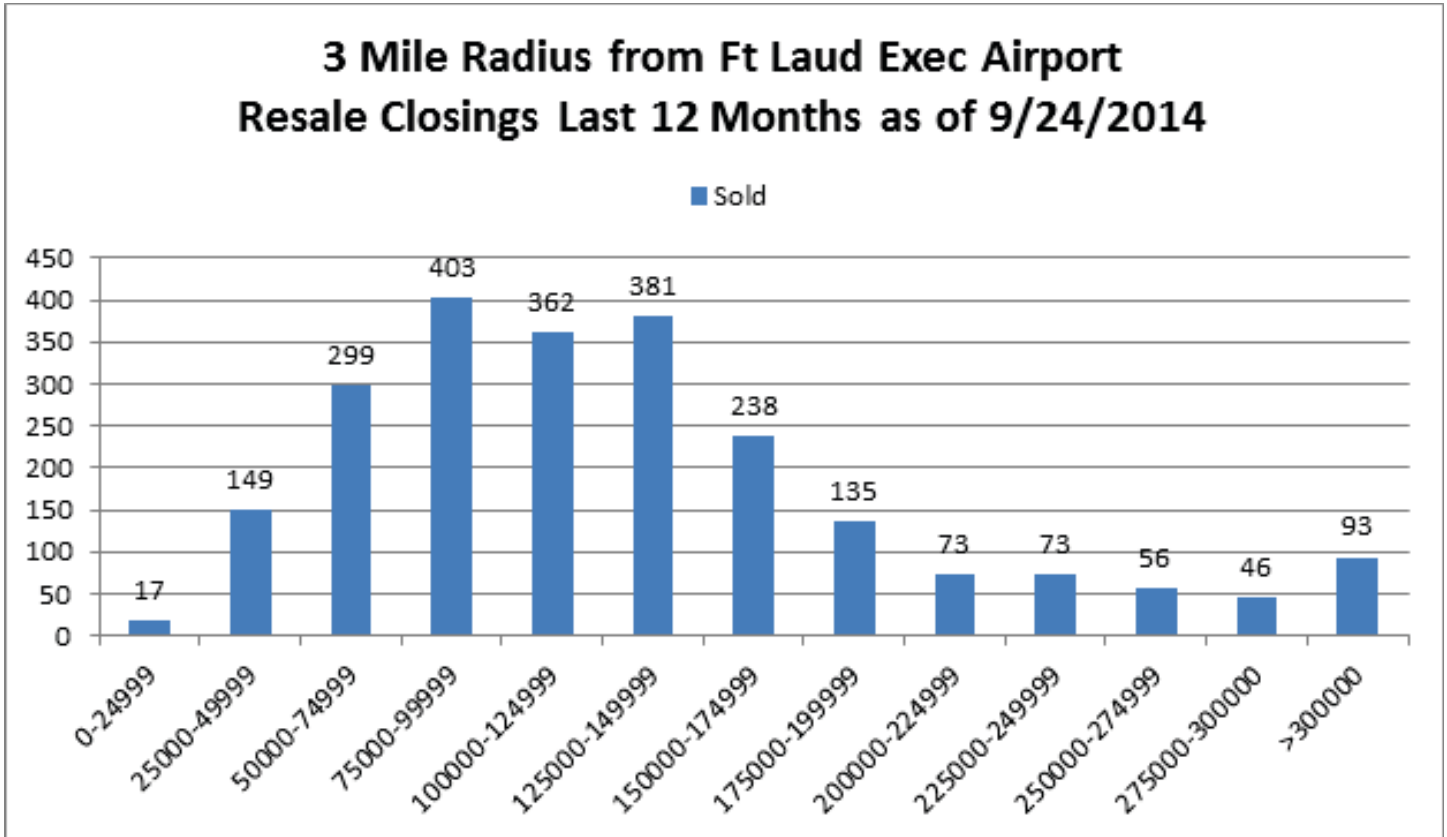


Atlanta Beltway.



Bike lanes in Vancouver.

APPENDIX E: EXISTING HOUSING STOCK RESALES DATA (3 MILE RADIUS OF THE FORT LAUDERDALE EXECUTIVE AIRPORT)



APPENDIX F: ROAD CHANGE PROGRESSION



CYPRESS CREEK ROAD & POWERLINE ROAD
 FT LAUDERDALE, FLORIDA
 COUNTED BY: A. PALOMINO & C. PALOMINO
 SIGNALIZED

ALL VEHICLES

Date	POWERLINE ROAD From North				CYPRESS CREEK ROAD From East				POWERLINE ROAD From South				CYPRESS CREEK ROAD From West				Total
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
09/09/15																	
07:00	1	55	185	29	0	21	159	44	1	59	171	10	3	38	324	34	1134
07:15	1	78	209	26	0	31	241	36	0	58	169	24	5	41	384	30	1333
07:30	1	63	240	43	1	24	314	50	0	85	188	29	7	53	359	43	1500
07:45	2	67	300	28	1	39	310	39	0	81	202	38	3	59	385	42	1596
Hr Total	5	263	934	126	2	115	1024	169	1	283	730	101	18	191	1452	149	5563
08:00	1	86	235	29	0	43	197	35	0	70	189	52	1	54	377	40	1409
08:15	3	76	235	31	1	55	264	44	0	61	198	30	7	62	342	32	1441
08:30	1	90	237	34	0	39	236	62	0	75	193	42	3	81	348	48	1489
08:45	1	85	266	28	1	44	258	54	0	100	203	37	5	83	331	36	1532
Hr Total	6	337	973	122	2	181	955	195	0	306	783	161	16	280	1398	156	5871
----- * BREAK * -----																	
16:00	2	79	208	46	1	40	309	66	4	46	163	38	3	36	238	32	1311
16:15	3	58	209	29	1	41	294	53	3	57	212	39	6	48	240	33	1326
16:30	2	78	221	37	2	46	343	56	2	56	209	50	3	46	282	38	1471
16:45	0	91	241	45	1	57	352	58	2	77	228	57	4	60	271	38	1582
Hr Total	7	306	879	157	5	184	1298	233	11	236	812	184	16	190	1031	141	5690
17:00	1	78	267	44	1	76	324	62	2	85	256	72	2	49	294	42	1655
17:15	1	77	273	42	4	62	377	74	2	59	223	71	3	59	341	45	1713
17:30	2	69	279	43	0	68	334	58	1	69	216	51	4	59	309	30	1592
17:45	2	67	255	55	3	45	334	67	2	71	238	44	6	42	273	31	1535
Hr Total	6	291	1074	184	8	251	1369	261	7	284	933	238	15	209	1217	148	6495
TOTAL	24	1197	3860	589	17	731	4646	858	19	1109	3258	684	65	870	5098	594	23619

CYPRESS CREEK ROAD & POWERLINE ROAD
 FT LAUDERDALE, FLORIDA
 COUNTED BY: A. PALOMINO & C. PALOMINO
 SIGNALIZED

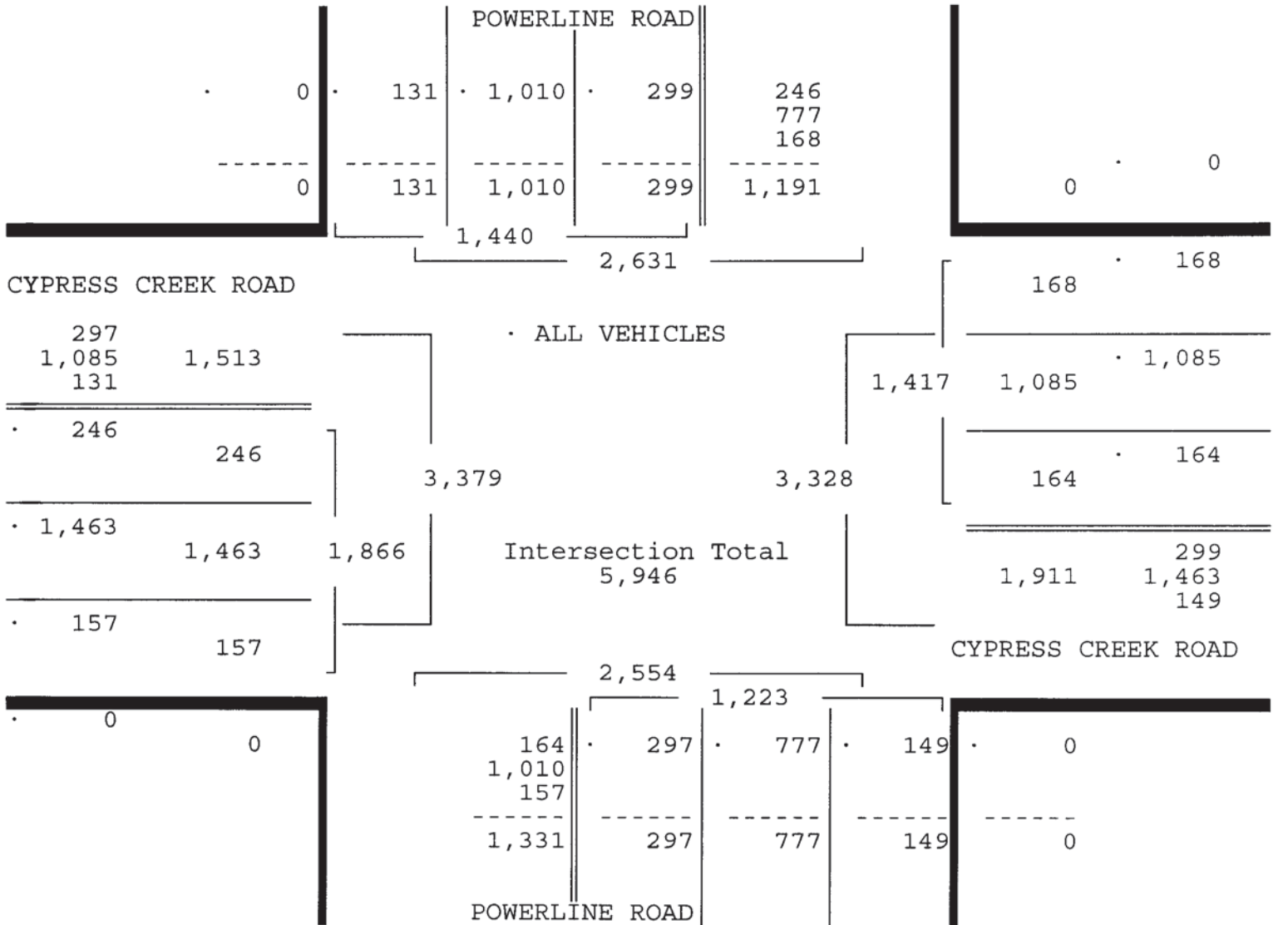
ALL VEHICLES

POWERLINE ROAD From North				CYPRESS CREEK ROAD From East				POWERLINE ROAD From South				CYPRESS CREEK ROAD From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	

Date 09/09/15

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 09/09/15

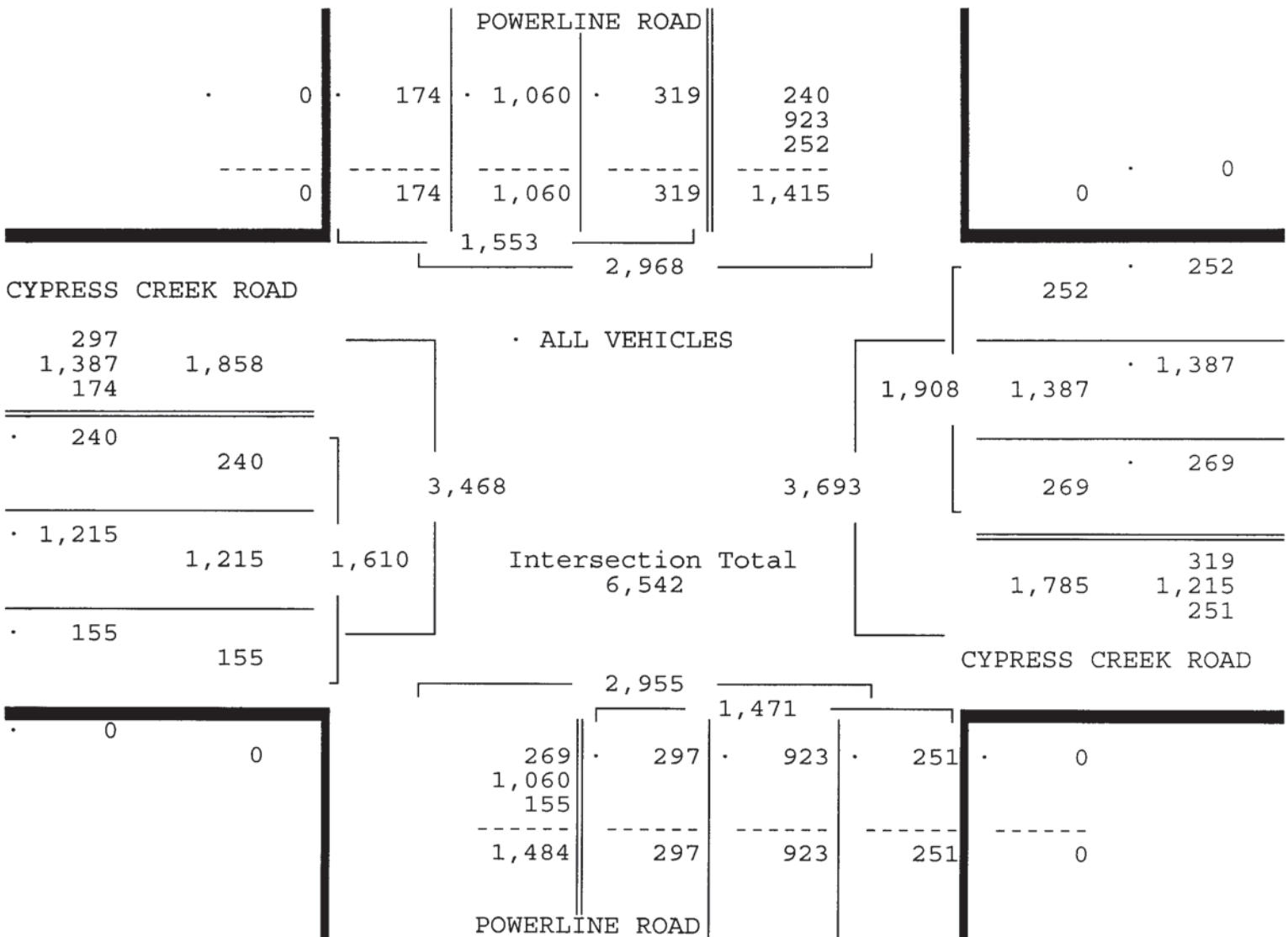
Peak start	07:30				07:30				07:30				07:30			
Volume	7	292	1010	131	3	161	1085	168	0	297	777	149	18	228	1463	157
Percent	0%	20%	70%	9%	0%	11%	77%	12%	0%	24%	64%	12%	1%	12%	78%	8%
Pk total	1440				1417				1223				1866			
Highest	07:45				07:30				07:45				07:45			
Volume	2	67	300	28	1	24	314	50	0	81	202	38	3	59	385	42
Hi total	397				389				321				489			
PHF	.91				.91				.95				.95			



CYPRESS CREEK ROAD & POWERLINE ROAD
 FT LAUDERDALE, FLORIDA
 COUNTED BY: A. PALOMINO & C. PALOMINO
 SIGNALIZED

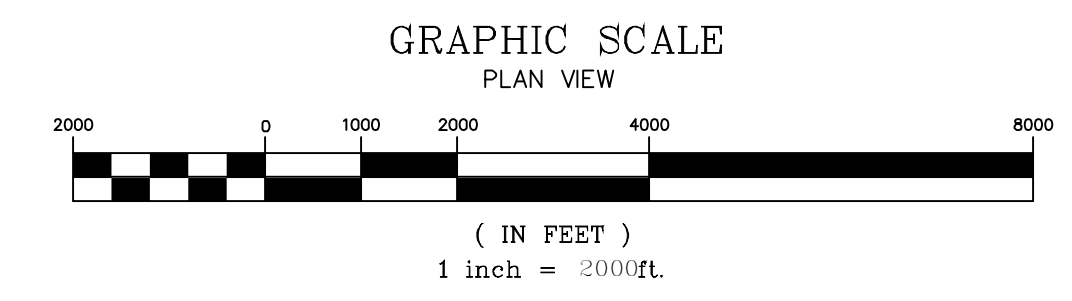
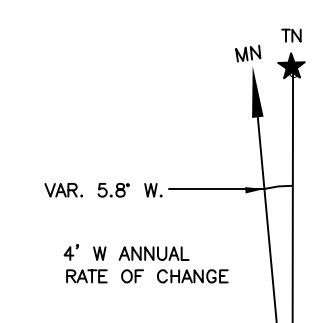
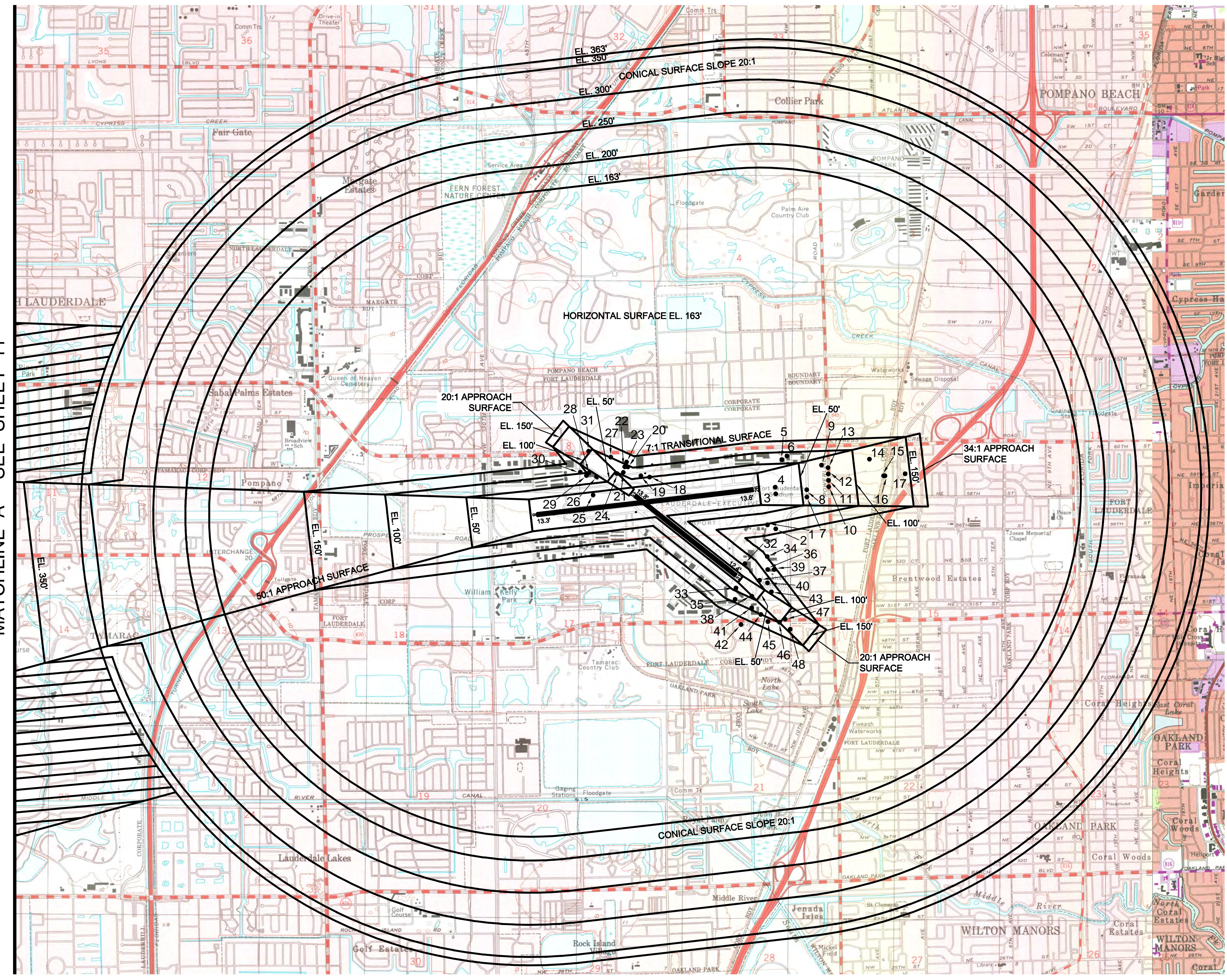
ALL VEHICLES

	POWERLINE ROAD From North				CYPRESS CREEK ROAD From East				POWERLINE ROAD From South				CYPRESS CREEK ROAD From West				Total
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
Date	09/09/15																
Peak Hour Analysis	By Entire Intersection for the Period: 16:00 to 18:00 on 09/09/15																
Peak start	16:45				16:45				16:45				16:45				
Volume	4	315	1060	174	6	263	1387	252	7	290	923	251	13	227	1215	155	
Percent	0%	20%	68%	11%	0%	14%	73%	13%	0%	20%	63%	17%	1%	14%	75%	10%	
Pk total	1553				1908				1471				1610				
Highest	17:15				17:15				17:00				17:15				
Volume	1	77	273	42	4	62	377	74	2	85	256	72	3	59	341	45	
Hi total	393				517				415				448				
PHF	.99				.92				.89				.90				

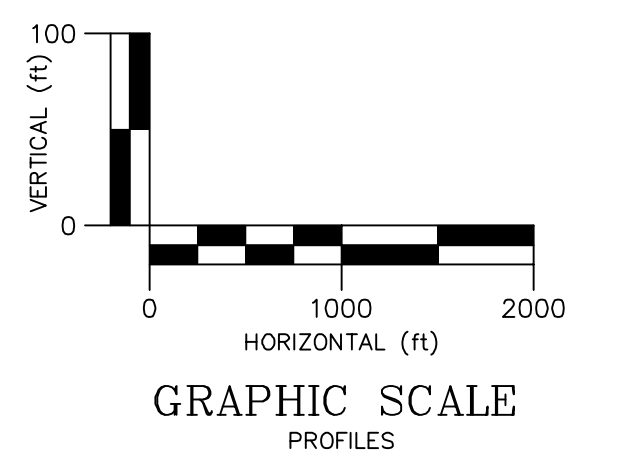
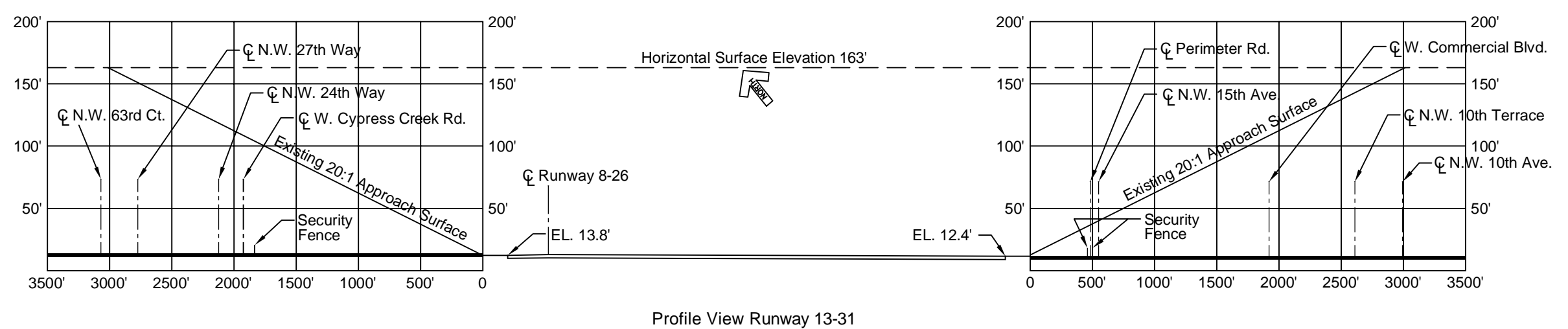
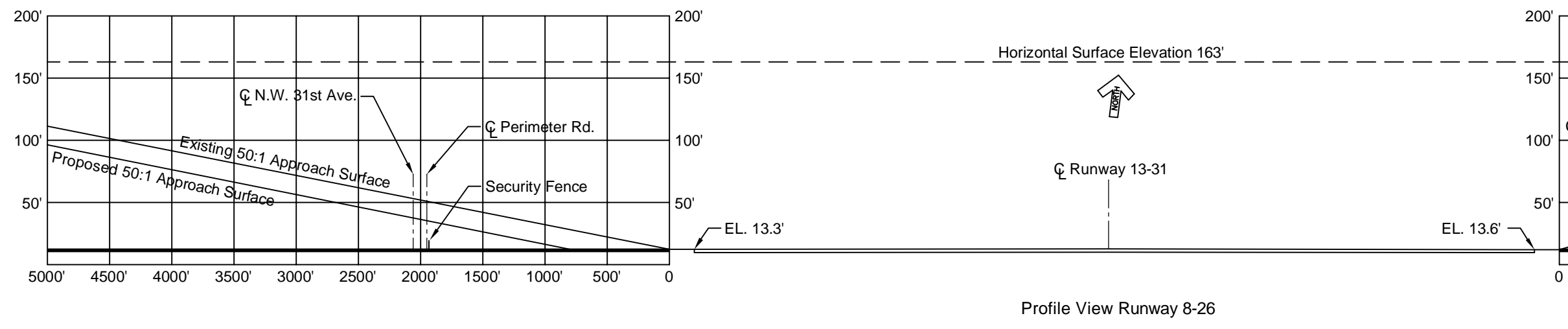


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MATCHLINE A SEE SHEET 11



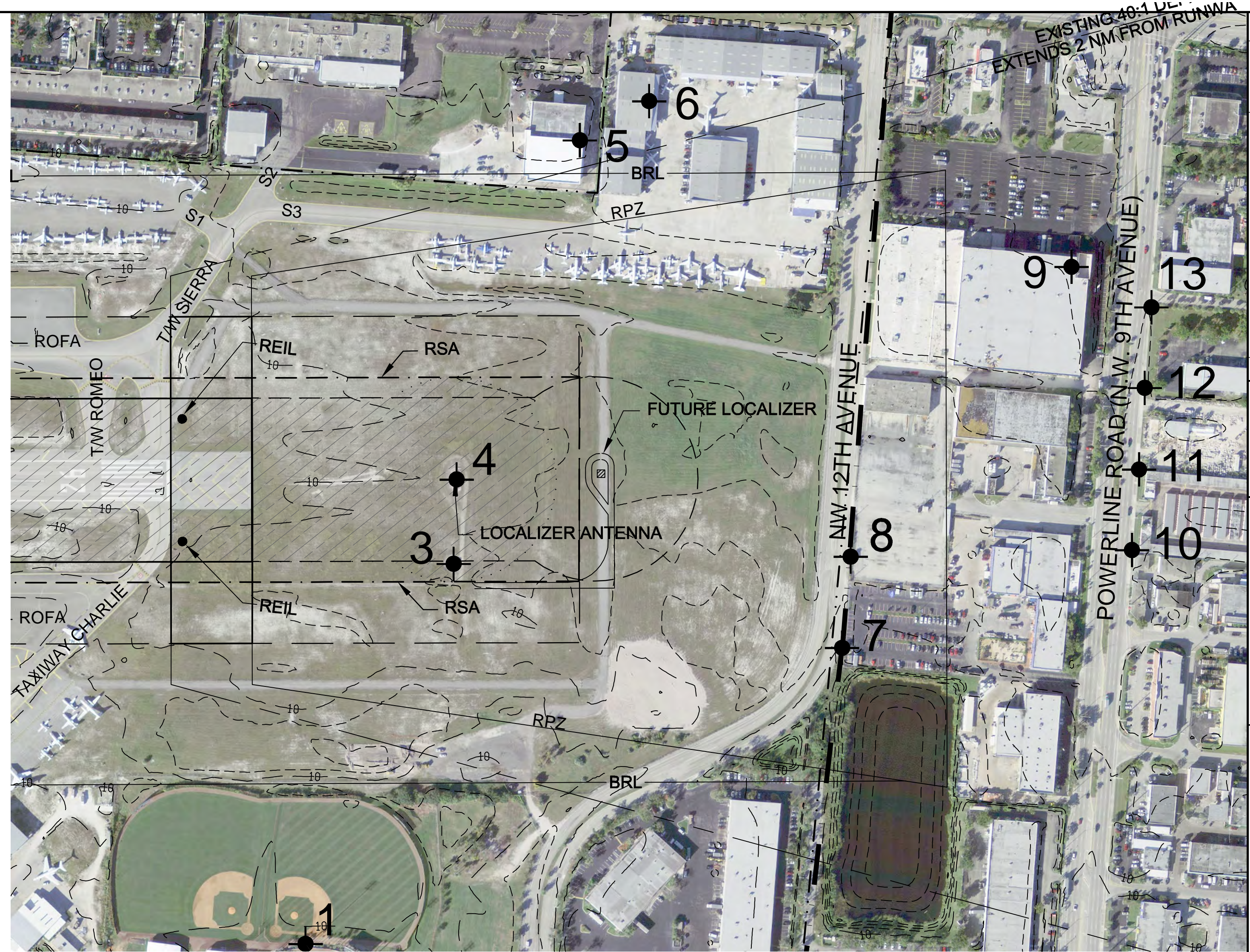
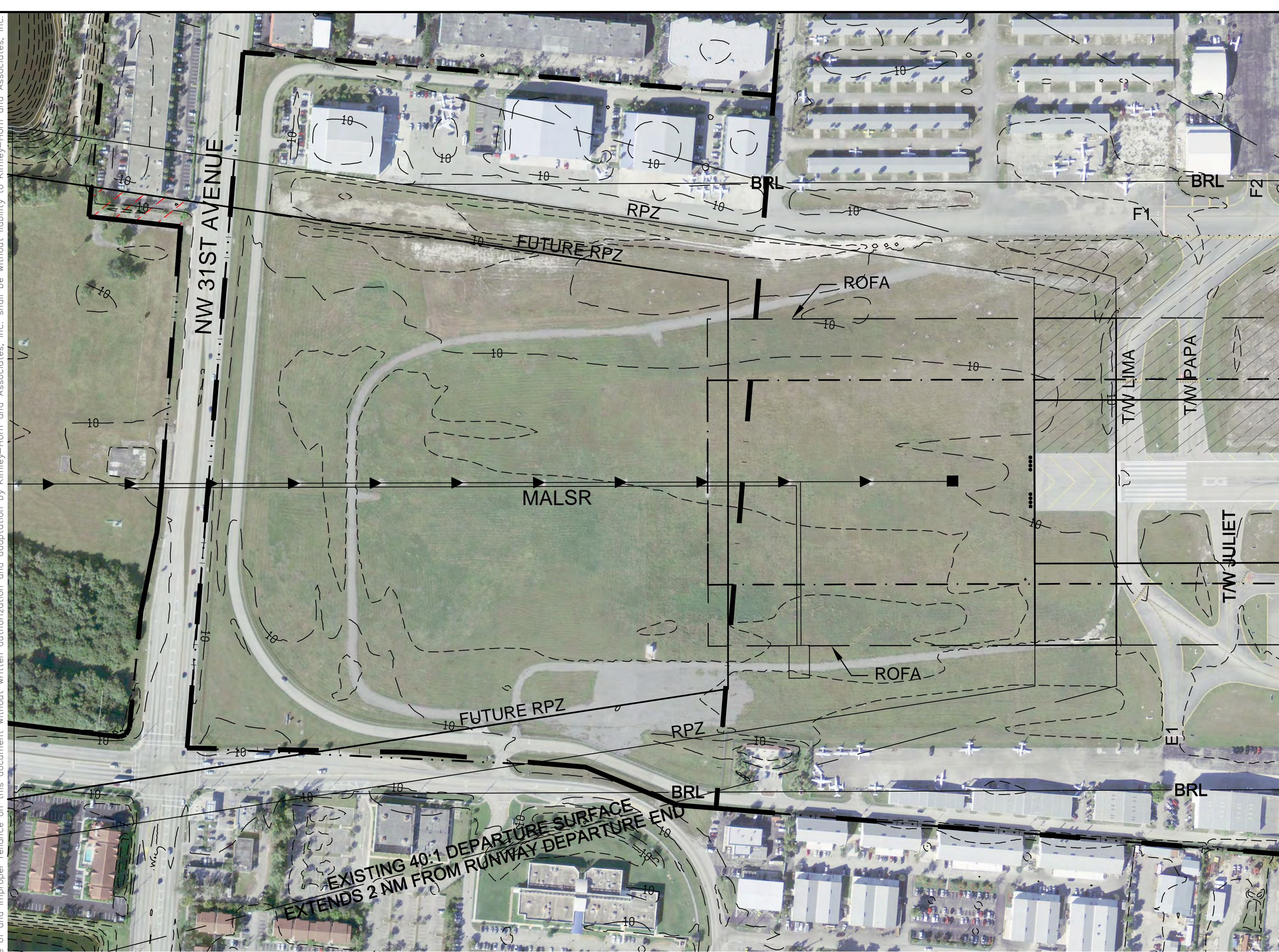
No.	DESCRIPTION*	FAR PART 77 SURFACE*	ELEV. FAR PART 77**	OBJECT ELEV.*	PENETRATION**	DISPOSITION OF OBSTRUCTIONS**
1	OL ON LT POLE	Transitional	104	132	28	None
2	LT POLE	Transitional	128	129	1	Lower/Light
3	ANT ON BLDG	Approach	26	20	-6	None
4	OL ON LOC	Approach	26	16	-10	None
5	BLDG	Transitional	68	47	-21	None
6	BLDG	Transitional	83	44	-39	None
7	TREE	Approach	54	26	-28	None
8	TREE	Approach	55	25	-30	None
9	BLDG	Approach	71	65	-6	None
10	OL ON POLE	Approach	75	64	-11	None
11	OL ON POLE	Approach	75	66	-9	None
12	OL ON POLE	Approach	76	66	-10	None
13	OL ON POLE	Approach	76	68	-8	None
14	BLDG	Approach	115	91	-24	None
15	VENT ON BLDG	Approach	126	129	3	Light
16	VENT ON BLDG	Approach	127	129	2	Light
17	OL ON BLDG	Approach	146	157	11	None
18	RTR TWR	Transitional	50	70	20	Light
19	BLDG	Transitional	60	47	-13	None
20	TREE	Transitional	92	51	-41	None
21	TREE	Transitional	62	42	-20	None
22	POLE	Transitional	88	42	-46	None
23	EQUIP ON BLDG	Transitional	111	79	-32	None
24	TREE	Approach	46	30	-16	None
25	ANT ON OL GS	Primary	12	48	36	None
26	ANT ON BLDG	Transitional	77	53	-24	None
27	TREE	Transitional	102	39	-63	None
28	BLDG	Transitional	93	55	-38	None
29	BLDG	Transitional	87	49	-38	None
30	TREE	Transitional	106	53	-53	None
31	LT POLE	Approach	103	55	-48	None
32	BLDG	Transitional	59	42	-17	None
33	HGR	Transitional	38	37	-1	None
34	LT POLE	Horizontal	163	119	-44	None
35	TREE	Transitional	85	50	-35	None
36	ROD ON LT POLE	Transitional	118	122	4	Lower/Light
37	LT POLE	Transitional	58	53	-5	None
38	TREE	Transitional	42	39	-3	None
39	ROD ON LT POLE	Transitional	141	122	-19	None
40	TREE	Transitional	79	34	-45	None
41	BLDG	Transitional	91	43	-48	None
42	BLDG	Horizontal	163	67	-96	None
43	LT POLE	Transitional	70	53	-23	None
44	TREE	Transitional	101	52	-49	None
45	TREE	Transitional	117	49	-68	None
46	TREE	Approach	99	69	-30	None
47	LT POLE	Approach	103	59	-44	None
48	TREE	Approach	119	78	-41	None



Source: * National Geodetic Survey (NGS)
 * http://www.ngs.noaa.gov/AERO/ldf/SOUTHERNFLORIDA\FXE_08B.LPV
 **Kimley Horn and Associates analysis, May 2007.

Note: NGS obstruction data was collected in accordance with FAA Area Navigation Approach (ANA-LPV) survey specifications. Vertical accuracy within 3' to 10' and horizontal accuracy within 20'.

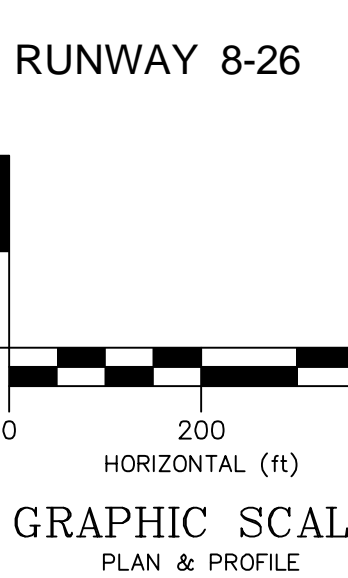
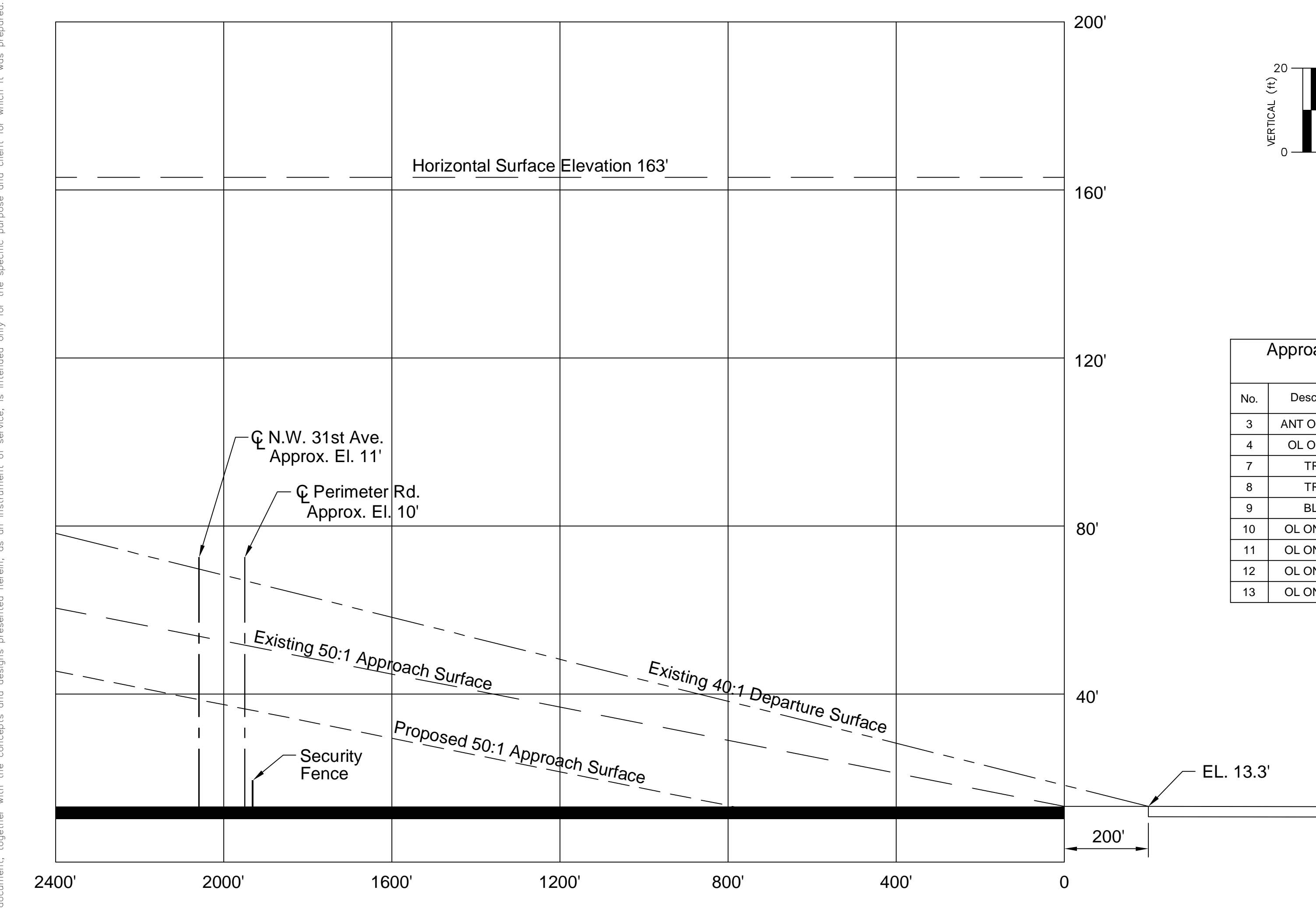
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No.	No.	No.	No.	No.	No.
PREPARED BY Kimley-Horn and Associates, Inc. © 2009					
FORT LAUDERDALE EXECUTIVE AIRPORT FORT LAUDERDALE, FLORIDA					
AIRPORT AIRSPACE PLAN (1 OF 2)					
DATE 07/16/2009 PROJECT NO. 044693024 SHEET NUMBER 10					



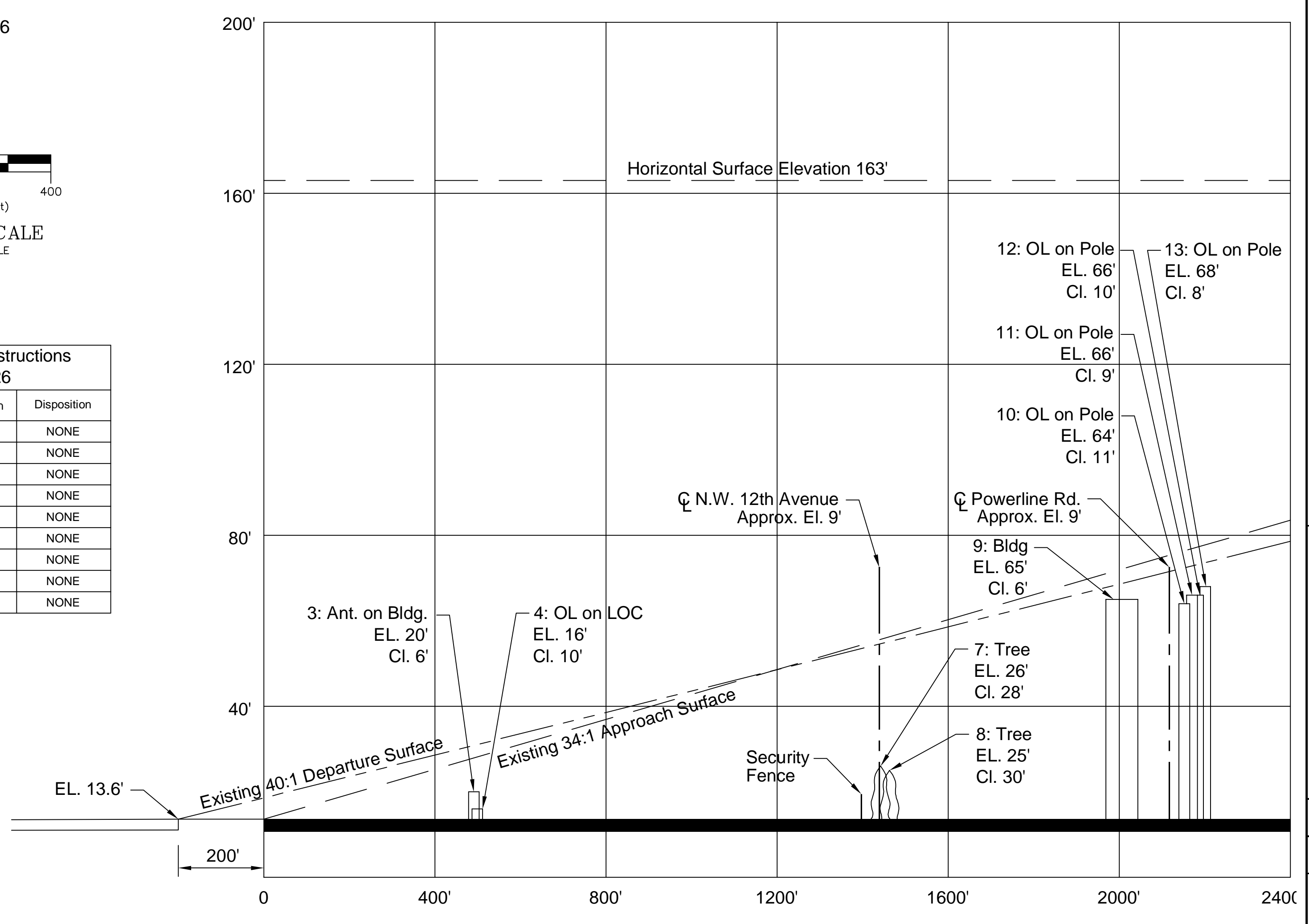
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5	DRAWN BY	ADN	5	REVISIONS	
4	DESIGNED BY	UJ	4	No.	
3	CHECKED BY	DB	3	BY	
2			2		
1			1		

PREPARED BY
 Kimley-Horn and Associates, Inc.
 FORT LAUDERDALE, FLORIDA

Drawing name: K:\ATL Aviation\044693024_FXE-MP\CADD\FXE Approach Surface.dwg R8-26 Jul 14, 2009 10:13am by: kelley.glynn
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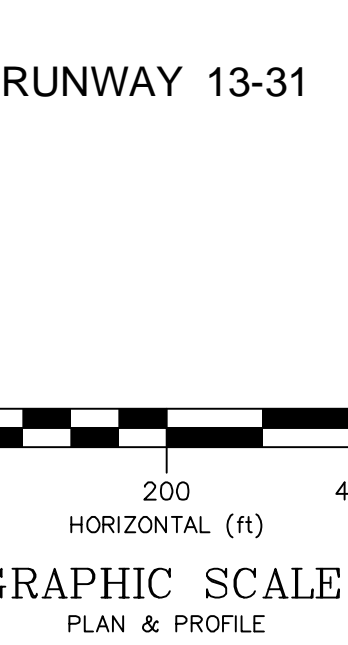
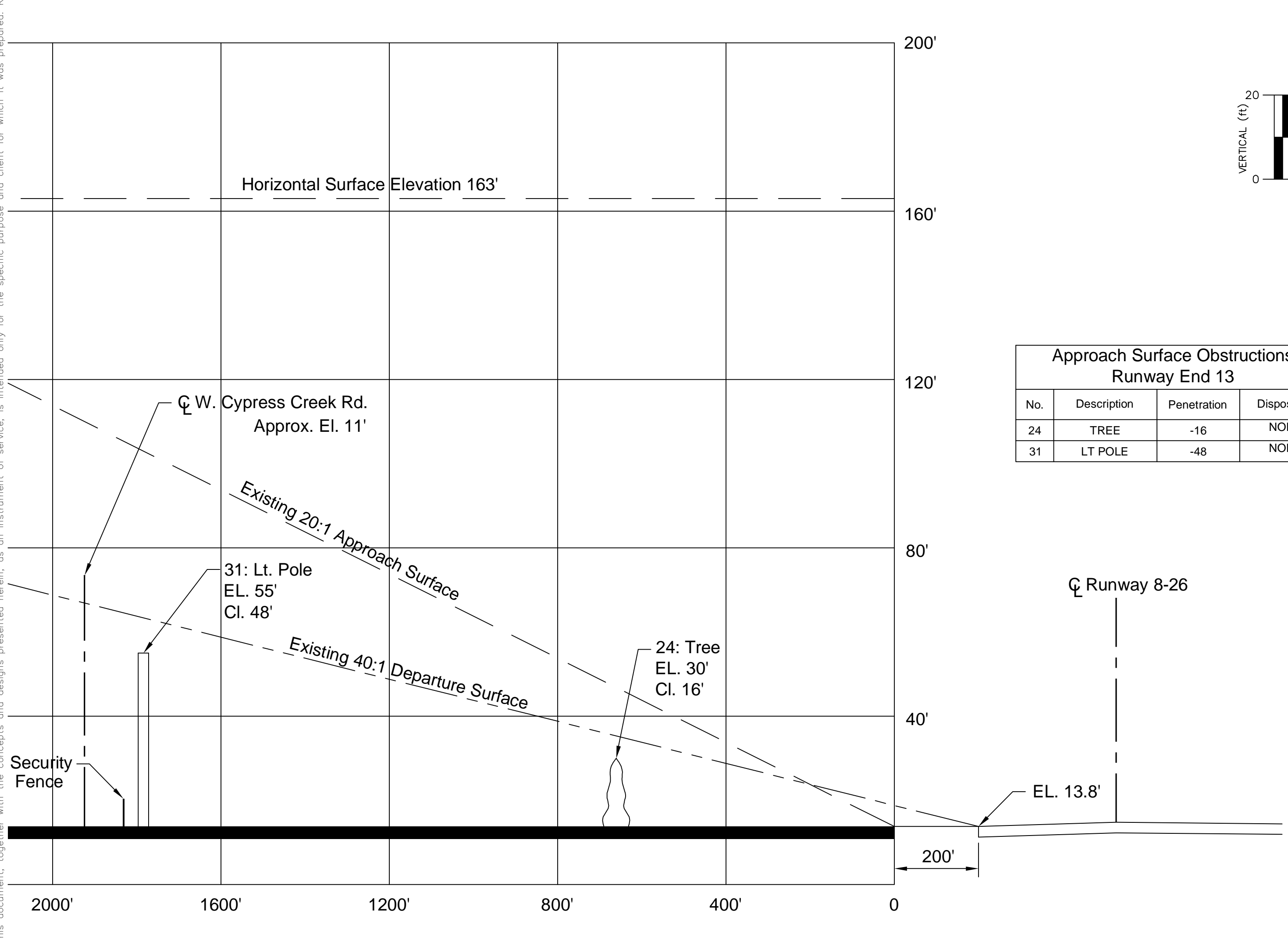
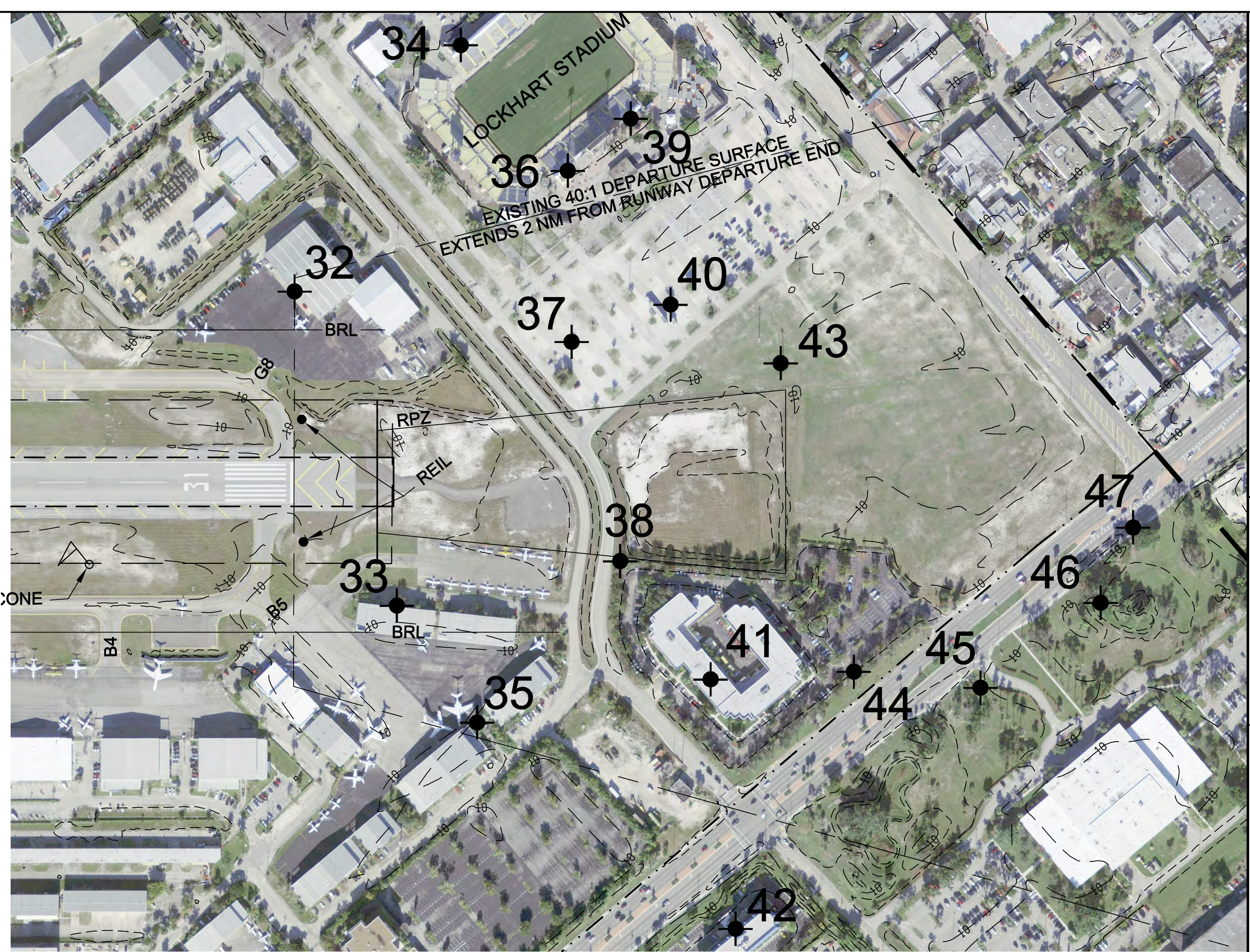
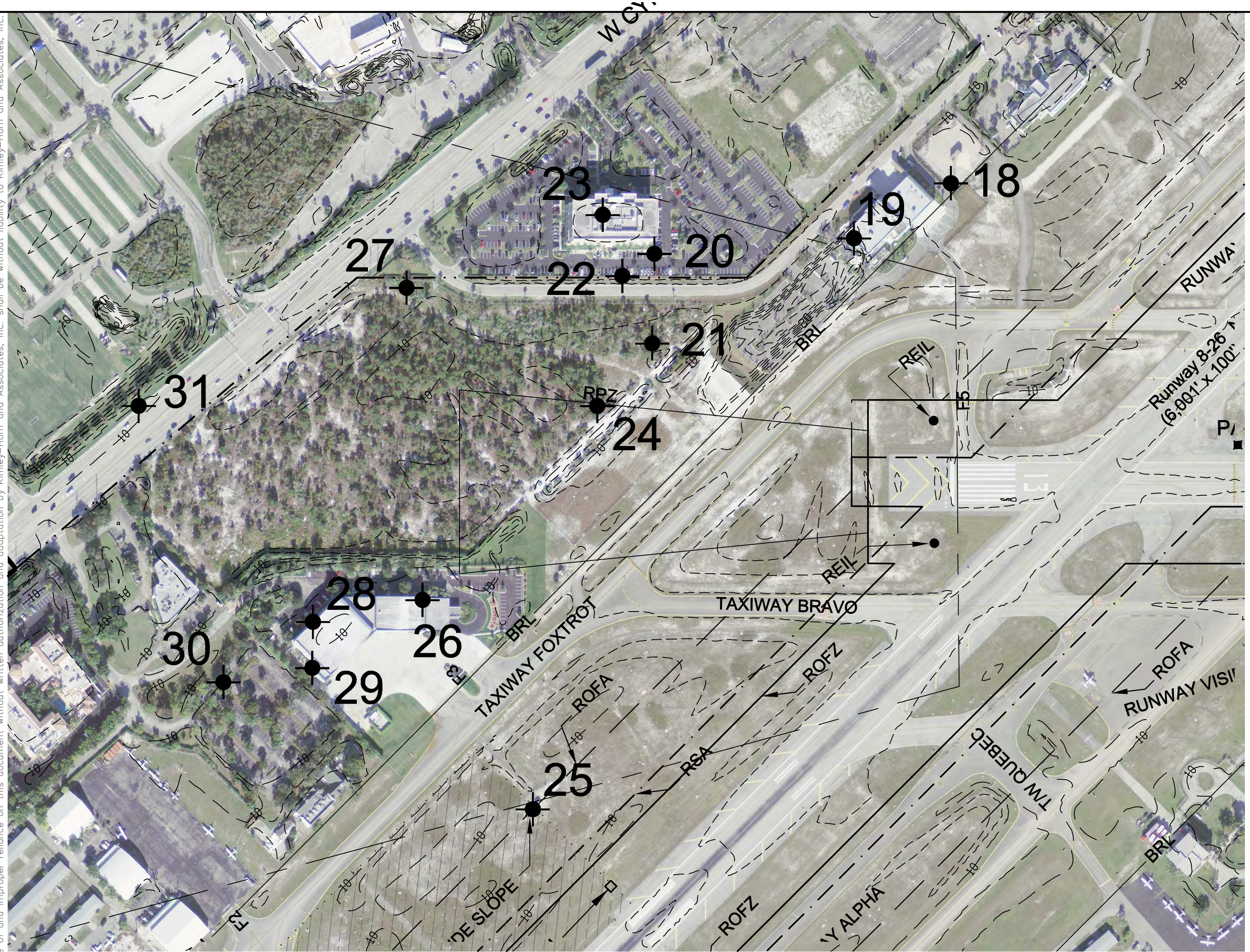


Approach Surface Obstructions Runway End 26			
No.	Description	Penetration	Disposition
3	ANT ON BLDG	-6	NONE
4	OL ON LOC	-10	NONE
7	TREE	-28	NONE
8	TREE	-30	NONE
9	BLDG	-6	NONE
10	OL ON POLE	-11	NONE
11	OL ON POLE	-9	NONE
12	OL ON POLE	-10	NONE
13	OL ON POLE	-8	NONE



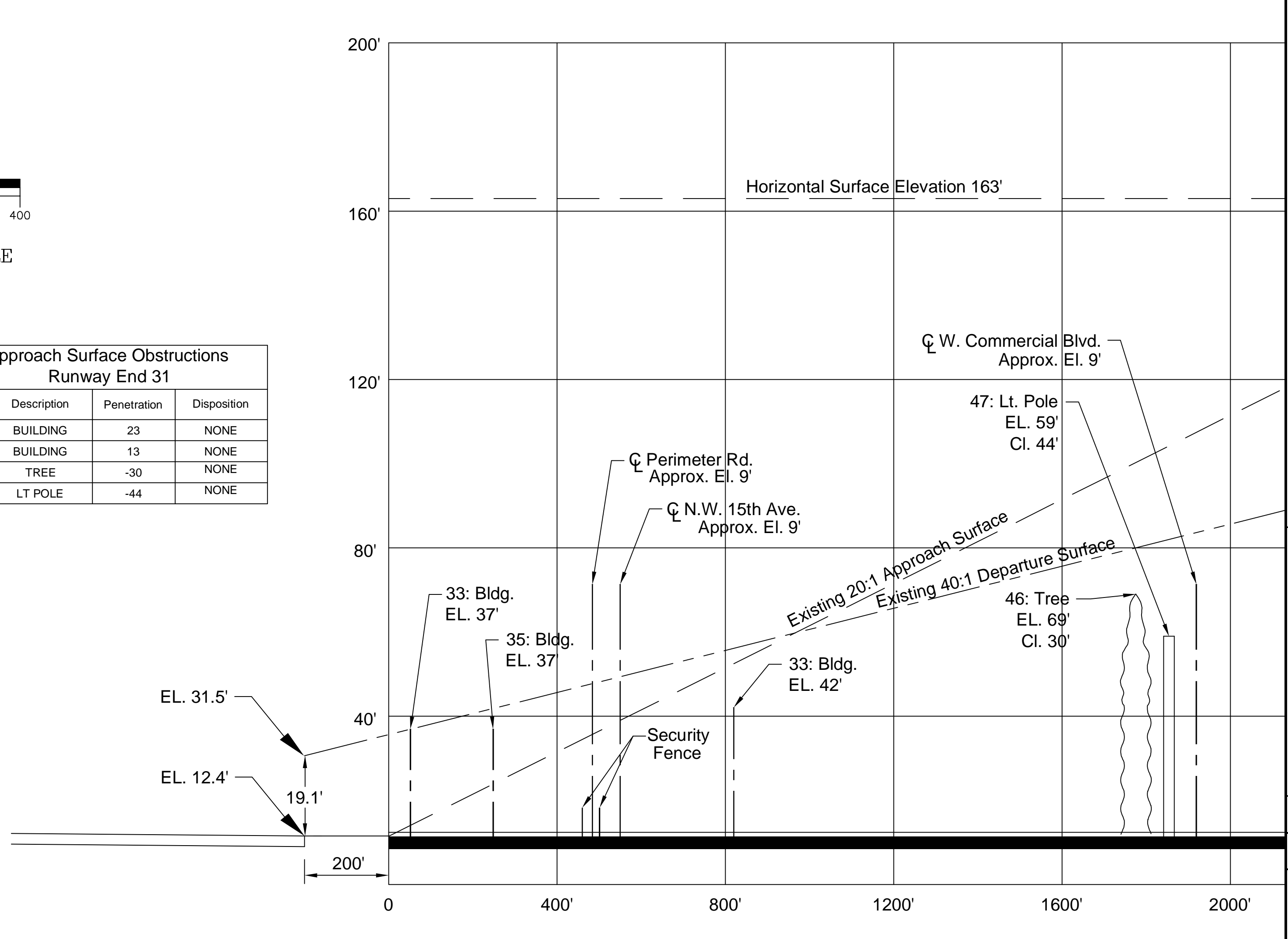
INNER PORTION OF THE APPROACH SURFACE DRAWING - RUNWAY 8-26

 DATE: 07/16/2009
 PROJECT NO.: 044693024
 SHEET NUMBER: 12



Approach Surface Obstructions Runway End 13			
No.	Description	Penetration	Disposition
24	TREE	-16	NONE
31	LT POLE	-48	NONE

Approach Surface Obstructions Runway End 31			
No.	Description	Penetration	Disposition
33	BUILDING	23	NONE
35	BUILDING	13	NONE
46	TREE	-30	NONE
47	LT POLE	-44	NONE



DATE	BY	REVISIONS
		1
		2
		3
		4
		5
		6

SCALE 1"=200'
 DRAWN BY ADN
 DESIGNED BY UJ
 CHECKED BY DB
 PREPARED BY
 FORT LAUDERDALE EXECUTIVE AIRPORT
 FORT LAUDERDALE, FLORIDA

INNER PORTION OF THE APPROACH SURFACE DRAWING - RUNWAY 13-31

Fort Lauderdale Executive Airport
 Your community airport since 1947

DATE 07/16/2009
 PROJECT NO. 044693024
 SHEET NUMBER 13

② ✓ 2/9/17 (L) Bid 079-11902



COMMISSION AGENDA ITEM AGREEMENT DOCUMENT ROUTING FORM

Today's Date: 2/1/2017

DOCUMENT TITLE: LICENSE AGREEMENT AGREEMENT WITH MIAMI FC, LLC D/B/A FORT LAUDERDALE STRIKERS, FOR USE OF LOCKHART STADIUM

COMM. MTG. DATE: 12/20/2016 CAM #: 16-1561 ITEM #: CM-7 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: A. Sperling/5001 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 2-2-17 Candace Duff Attorney's Name CD Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 2/2/17

3) City Manager's Office: CMO LOG #: Feb 18 Document received from: _____

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM 2.2.17
(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: 2.2.17 2 to CCO 2/7/17

4) City Clerk's Office: Retains 0 original and forwards 2 originals to: Ryan Henderson/CMO/5213

Original Route form to Astrid Sperling

Rev. 5/6/16

**LICENSE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE
AND MIAMI FC, LLC DB/A FORT LAUDERDALE STRIKERS
FOR USE OF LOCKHART STADIUM**

This License Agreement for use of Lockhart Stadium ("Agreement") is made and entered into this 1 day of January 2017, by and between the **City of Fort Lauderdale**, a Florida municipality, ("Licensor" or "City"), whose address is 100 N. Andrews Ave., Fort Lauderdale, Florida 33301, and **Miami FC, LLC** d/b/a Fort Lauderdale Strikers, a Florida limited liability company ("Licensee"), whose address is 1350 N.W. 55th Street, Fort Lauderdale, FL 33309..

WITNESSETH

WHEREAS, Licensor owns Lockhart Stadium located at 1350 N.W. 55th Street, Fort Lauderdale, Florida, subject to that Lease Agreement for Parcels 19B, 25, 26 and 27 for Schlitterbahn Waterpark Fort Lauderdale, by and between the City of Fort Lauderdale, as Lessor and FTL Waterresort, LLC, a Florida limited liability company, Lessee, said Lease Agreement being dated July 10, 2014, as amended by that First Amendment to Lease Agreement Parcels 19B, 25, 26 and 27 for Schlitterbahn Waterpark Fort Lauderdale, dated October 16, 2015 and by that Second Amendment to Lease Agreement Parcels 19B, 25, 26 and 27 for Schlitterbahn Waterpark Fort Lauderdale, dated June 22, 2016 (hereinafter referred to as "The Schlitterbahn Lease"); and

WHEREAS, Licensor is willing to permit Licensee to use Lockhart Stadium under the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee owns the Fort Lauderdale Strikers, a professional soccer team that is scheduled to play its regular 2017 home games at Lockhart Stadium;

NOW, THEREFORE, in consideration of One and no/100 (\$1.00) Dollar consideration in hand paid by Licensee to Licensor, the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, , the Licensor and the Licensee agree as follows:

1. The Licensor does hereby grant to the Licensee the use of Lockhart Stadium, situate, lying and being within **Parcel 26**¹ (the "**Facility**"), as shown on attached **Exhibit "A"**, as more fully described in the attached **Exhibit "A"** .

Dates: Licensee shall have use of the Facility, including the playing field, perimeter bleacher seating areas, north side locker rooms and concession facilities, south side box office, press box, portables/office space and all other restroom and concession facilities as well as the surrounding parking areas as depicted on attached **Exhibit "A"**, for the period from January 1, 2017 through December 31, 2017, subject to the rights, title and interest of FTL Waterresort, LLC under the Schlitterbahn Lease (the "**License Period**"). This License Agreement does not include **Overflow Parking** on adjacent Parcels 27 and 25 as shown on **Exhibit "B"** attached hereto use of the adjacent Fort Lauderdale Stadium.

¹ Parcel 26 is bounded on the North by N.W. 55th Street; on the East by N.W. 12th Avenue; on the South by N.W. 52nd Street and on the West by N.W. 15th Avenue.

Responsibilities of Licensee:

A. In consideration of the covenants exchanged above and herein, including Licensee's use of the Facility as described above, Licensee agrees to assume the following costs and maintenance responsibilities of the Facility during the License Period:

- Payment of all utilities incurred for the use of the Facility. All accounts for utilities associated with the Facility shall remain in the name of the Licensor. Licensor will provide Licensee with an accounting of the utility charges incurred monthly and Licensee agrees to pay any amount due to Licensor as directed in any accounting promptly within ten (10) business days.

Licensee shall be responsible to maintain the Facility except as provided in Paragraph 3(A) herein.

B. Licensee shall provide all equipment, tools and appropriate supplies attendant to their operations. Notwithstanding the foregoing, Licensee shall be entitled to use any of the existing equipment located at the Facility.

C. Licensee acknowledges and agrees to coordinate with the Licensor's designee the use of the Facility by the City of Fort Lauderdale Parks & Recreation Department by organizations and groups sponsored by Licensor, as well as the City of Fort Lauderdale Police and Fire Departments for training purposes. Licensee shall charge no fees for the City of Fort Lauderdale's use of the Facility by organizations and groups sponsored by Licensor as well as the City of Fort Lauderdale's Police and Fire Departments for training purposes.

D. **INSURANCE:** During the term of the License Agreement, Licensee at its sole expense shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Licensee. Licensee shall provide the City a certificate of insurance evidencing such coverage. Licensee's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Licensee shall not be interpreted as limiting Licensee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Licensee against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Licensee under this Agreement.

The following insurance policies are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 Aggregate for Products and Completed Operations

Liquor Liability Coverage

Licensee shall provide evidence of coverage for liquor liability in an amount no less than \$1,000,000 per occurrence.

Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Licensee. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

Business Automobile Liability

Coverage must be afforded including coverage for all Owned, Hired, and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

If the Licensee does not own vehicles, the Licensee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Insurance Certificate Requirements:

- a. Licensee shall provide the City with valid Certificates of Insurance no later than thirty (30) days prior to the date of permission from City to first use the Event Site.
- b. The Licensee shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Licensee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the certificate holder.

- d. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- e. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
- f. The Agreement, Event Dates, Bid number or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Licensee has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Licensee's expense.

The Licensee's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Licensee that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City. In addition, Licensee must provide confirmation of coverage renewal via a new and current certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Licensee's insurance policies.

All notices of any claim/accident (occurrences) associated with work being performed under this Agreement, shall be provided to the Licensee's insurance company and the City's Risk Management office as soon as practicable.

It is the Licensee's responsibility to ensure that all sub-Licensees or Third Parties comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E The Licensee shall protect and defend at the Licensee's expense, counsel being subject to the Licensor's approval, and indemnify and hold harmless the Licensor and the Licensor's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, judgments, claims, costs, charges, fines, expenses, or liabilities of every and any kind, including any award of attorney fees and any award of costs, in

connection with or arising directly or indirectly out of the Licensee's use of the Facility. If the Facility is to be used by any sub-Licensee, Third Party, or subcontractor, then the agreement allowing the use of the Facility shall be executed by such sub-Licensee, Third Party or subcontractor and shall include a paragraph indemnifying Licensor as set forth above.

F. Licensee will comply with all applicable laws of the United States, and of the State of Florida, all ordinances of the City of Fort Lauderdale, all rules and requirements of the Police Department, Fire Department, and other municipal authorities of the City of Fort Lauderdale, and any other applicable local laws, ordinances and regulations and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything at the Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensee is called to any such violation on the part of the said Licensee, or any person employed by or admitted to the said Facility by said Licensee, such Licensee will immediately desist from and correct the violation.

G. That Licensee shall not admit to the Facility a larger number of persons than the seating capacity thereof will accommodate or in excess of capacities indicated by applicable codes or as approved by the Licensor's Fire Marshal.

H. Licensee shall not discriminate in the use of the Facility against any person because of race, creed, color, religion, age, gender, marital status, disability, sexual preference, or national origin.

I. The Licensor shall have no responsibility for any items or materials left at the Facility or surrounding properties.

2. Other Provisions:

A. That Licensee (and Licensor during Third Party Events) reserves the right to eject any person or persons from said Facility for any lawful reason.

B. Licensor reserves the right, without any liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons or guests.

C. The Licensee further represents that it has inspected the Facility and that the same is in proper condition for the use contemplated and Licensee accepts the Facilities in "AS IS" condition as of the Effective Date of this License. If Licensee finds any conditions altered after an initial inspection of the Facilities which have a material adverse effect on the License, Licensee shall notify Licensor in writing immediately. Licensee shall surrender the Facility in the same condition as prior to Licensee's use, ordinary wear and tear excepted.

D. Parking Areas located on Parcel 26 are to be used for parking of vehicles only and for no other purpose unless authorized by Licensor. Notwithstanding the foregoing, Licensor acknowledges that the Parking Areas located on Parcel 26 may be used for Third Party Events such as festivals and pre-game activities associated with the Fort Lauderdale Strikers.

E. Licensee shall ensure that no animals are brought into the Facility with the exception of service animals.

F. Licensee shall maintain a clear, unobstructed fire lane into the Facility, and shall provide designated emergency exits from the Facility. The Licensee shall not permit the entrance doors or gates to be locked during any period when the public is allowed into the site, unless otherwise agreed to by the Licensor.

G. No collections, whether for charity or otherwise, shall be made or attempted without prior notice being given to the Licensor. Notice as contemplated by this subparagraph may be provided by electronic mail to the representative designed by the Licensor pursuant to this Agreement.

H. Licensee must refer to the Facility as "Lockhart Stadium" on all advertising and signage.

3. Reimbursements, Staffing:

A. Licensee shall be responsible for any repairs required by any Federal, State, County or City laws, ordinances or regulations or as required to allow the use of the Facility as provided in this Agreement. Licensee will be responsible for any infrastructure related maintenance that impairs Licensee's ability to provide an acceptable fan experience, including but not limited to drainage, scoreboards, roof leaks, plumbing, outside electrical, termites, outdoor lighting and unsafe wood decks. Notwithstanding the foregoing, Licensee shall not injure, mar, or in any manner deface the Facility, and shall not make, nor allow to be made any alterations of any kind therein without the Licensor's written permission or as otherwise provided for by this License Agreement. Any damage whatsoever occurring during the term of this License Agreement as a result of the use of the Facility by Licensee shall be the responsibility of the Licensee, and an itemized list and invoice will be presented to Licensee for all costs of damages incurred. Charges shall be based on replacement and labor costs for the items damaged. A detailed damage and cost statement shall be issued to Licensee by Licensor within ten (10) business days after final inspection of the licensed Facility by Licensor. Licensee shall pay Licensor the amount indicated on such invoice for damages within thirty (30) days following Licensee's receipt thereof.

B. Licensee and/or Licensor is responsible for obtaining any and all mandatory City of Fort Lauderdale permits for any Third Party Events to be held at the Facility as provided in Section 5 below, and Licensee will pay for and coordinate the scheduling of police officers and emergency services personnel with the appropriate City of Fort Lauderdale departments to meet all City of Fort Lauderdale requirements.

4. Termination or Cancellation:

A. Either party shall have the right to terminate and rescind this Agreement in its entirety or in part immediately upon the happening of any of the following events:

- a) The failure by either party to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the other party to be performed, kept or observed; or
- b) For just cause, acts of God or other unusual circumstances affecting this Agreement. The party terminating or canceling this Agreement shall give written notice to the other party of such intent to cancel or terminate this

Agreement at least fourteen (14) days prior to the effective time of such cancellation and/or termination.

B. In addition to the foregoing, either Licensor or Licensee may terminate this Agreement for any reason or no reason upon ninety (90) days' notice to the other party.

5. Sublicensing, Entire Agreement; Default, Surrender of Facility:

A. Licensee shall not assign this Agreement, or sublicense the licensed Facility or any part thereof without the prior written consent of the Licensor, which such prior written consent shall be given by the City Manager or the City's Director of Parks & Recreation. Licensee may enter into sublicense agreements with Third Parties or Third Party Exhibitors, provided Licensee secures at least fourteen (14) days advance written approval from the Licensor's City Manager or Director of Parks & Recreation.

B. Licensee shall be entitled to retain all revenue received from the use of the Facility by Licensee or any Third Parties.

C. Audit – The City, the City's designee, and any agency of the federal government shall have the right to audit and inspect any and all books, ledgers, records, reports, documents, and such other supporting evidence of Licensee's gross receipts received from any and all activities at the Facility to verify compliance with the terms and conditions of this License Agreement. Licensee shall provide such records in hard copy or machine-readable form, or both, as requested. Licensee shall maintain such books and records and associated documents for a period of five years or for so long thereafter as any dispute remains unresolved or as long as required by the Florida public records law and records retention schedules, whichever is longer. Licensee shall include the "right to audit provisions" in all agreements with subcontractors and any other business entities providing goods or services in direct or indirect support of this contract. In the event the City, the City's designee, or any agency of the federal government exercises this right to audit, Licensee shall provide adequate and appropriate space as well as access to photocopy machines and the right to interview Licensee's current and former employees.

D. All terms and conditions of this Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized signatories of the Licensor and the Licensee.

E. The following Exhibits which are attached to this Agreement become part of the Agreement with the same force and effect as though written into the body thereof:

Area Map Depicting Stadium Event Site – Exhibit "A"

6. Aviation, Emergency:

The Facility use granted hereby shall be subject to the superior rights of the United States Government, as set forth in the Quitclaim Deed recorded in Deed Book 579, Page 130, Official Records of Broward County, Florida, except to the extent such restrictions have been released. Any use of the Facility by Licensee shall be for general recreation purposes, shall not interfere with the operation and development of the Fort Lauderdale Executive Airport, shall not pose an airport hazard. Either party may terminate this Agreement unilaterally at any time that an agency of the United States Government disapproves of this Agreement or at any time that an agency of the United States

Government finds this Agreement to be in violation of any restriction or covenant governing the property subject to this Agreement, except that before such termination, the parties agree to confer in good faith with each other and with the Federal Aviation Administration in an effort to obviate such termination.

This Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2016), as amended or revised, or pursuant to any applicable emergency management program or plan.

7. Facility Use:

The Licensee's use of the Facility is not an interest in real property.

8. Severability:

In the event any paragraph, section, sentence, or clause contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the remainder of this Facility Use Agreement, which shall remain in full force and effect.

9. Paragraph Headings:

Paragraph headings contained in this Agreement are for convenience only, and such paragraph headings shall not be construed in any substantive manner.

10. Choice of Law; Venue; Waiver of Trial By Jury. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. To that end, Licensee expressly waives whatever other privilege to venue it may otherwise have. Licensor and Licensee expressly waive trial by jury for any lawsuit that might arise as a result of this License Agreement.

11. No Waiver:

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

12. Notice:

Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified or registered mail, addressed as follows:

Licensor: Phil Thornburg, Director of Parks & Recreation
City of Fort Lauderdale
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312

with copy to: Cynthia A. Everett, City Attorney
City of Fort Lauderdale City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Licensee: Sean C. Guerin
1500 W. Cypress Creek Road, Ste. 305

Fort Lauderdale, FL 33309

with copy to:

Fabio Andre Fadiga
Fadiga E Mardula Sociedade de Advogados
Managing Partner
São Paulo
Paulista Avenue, 1.765, office 1.316
Cerqueira César, Postcode: 01311-200

14. Radon Gas:

In accordance with Florida law, the following disclosure is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. Liens Against the Facility.

LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the License Areas, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the License Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Property or License Areas. These provisions shall be deemed a notice under Section 713.10(2), Florida Statutes (2015), as same may be amended from time to time, of the "non-liability" of the CITY.

16. Records.

Each party shall maintain its own respective records and documents associated with this License in accordance with the records retention requirement applicable to public records laws. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as same may be amended from time to time and any resultant award of attorneys' fees of non-compliance with that law.

17. Waiver.

The parties agree that each requirement, duty and obligation set for the herein, is substantial and important to the formation this License Agreement, and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this Lease. A waiver of and breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

18. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this License Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of Licensee be deemed Force Majeure.

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IN WITNESS WHEREOF, the parties execute this License Agreement as follows:

MIAMI FC, LLC d/b/a FORT LAUDERDALE STRIKERS

WITNESSES:

[Signature]
Signature

Ryan Henderson
Print Name

[Signature]
Signature

SEAN YOUNG Stadium Manager
Print Name, Title

By: [Signature]

Luis Cuccatti, CEO
Print Name, Title

STATE OF FLORIDA
COUNTY OF BROWARD

7 The foregoing instrument was acknowledged before me this 1st day of February, 2016, by LUIS CUCCATTI as CEO (title) for Miami FC, LLC d/b/a Fort Lauderdale Strikers, a Florida limited liability company.

(SEAL)



Notary Public, State of Florida
(Signature of Notary Public – State of Florida)

[Signature]
(Print, Type, or Stamp Commissioned Name of Notary Public)
WENDY S. GONYEA

Personally Known _____ OR Produced Identification
Type of Identification Produced: FL D/L

WENYU B. GONG
MY COMMISSION EXPIRES MARCH 23, 2018
Governor of the Florida Governor



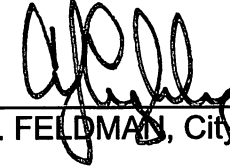
CITY OF FORT LAUDERDALE

ATTEST:



JEFF MODARELLI, City Clerk

By: 
JOHN P. "JACK" SEILER, Mayor

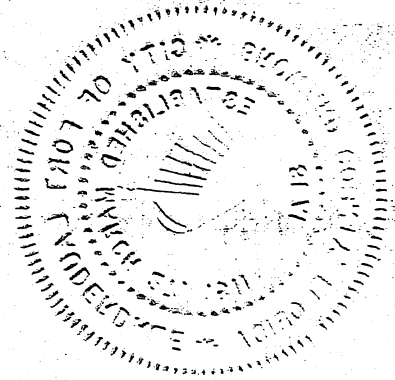
By: 
LEE R. FELDMAN, City Manager

FOR

Approved as to form:


Candace R. Duff, Assistant City Attorney





**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the Form G-107 Rev. 08/2016

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name

(2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name

(3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name

(6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
NAME SIGNATURE DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

revised 04/10/15



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ADDENDUM NO. 1

RFP/ ITB No. 975-11962

TITLE: Lease of Vacant Parcels at Fort Lauderdale Executive Airport

ISSUED: 05/19/17

This addendum is being issued to make the following change:

Section II – SPECIAL TERMS AND CONDITIONS: The following section has been modified, to read:

2.24 Insurance Requirements

2.24.1 During the term of the Agreement, Lessee at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Lessee. Lessee shall provide the City a certificate of insurance evidencing such coverage. Lessee's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Lessee shall not be interpreted as limiting Lessee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

2.24.2 The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposures, whether as a result of the Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under the Agreement.



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2.24.3 The following insurance policies/coverages are required:

Property Coverage

Coverage must be afforded in an amount not less than 100% of the replacement value of the Lessee's property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage, and name the City as a loss payee.

All insurance proceeds received by or on account of the Agreement, shall be used for the purpose of reconstruction or repair, as the case may be, of any of the property, structures, improvements or fixtures contained within the Agreement so damaged or destroyed.

Lessee shall, at its own expense, take all reasonable precautions to protect the Premises from damage or destruction.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$4,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Lessee. The coverage shall contain no



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special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

2.24.4 Insurance Certificate Requirements

- a. The Lessee shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in the Agreement.
- b. The Lessee shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Lessee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Lessee shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies.
- g. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301



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2.24.5 The Lessee has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Lessee's expense.

If the Lessee's primary insurance policy/policies do not meet the minimum requirements, as set forth in the Agreement, the Lessee may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Lessee's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Lessee's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Lessee that excludes coverage required under the Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained during the Agreement. Any lapse in coverage shall be considered breach of contract. In addition, Lessee must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of the Agreement. The City reserves the right to review, at any time, coverage forms and limits of Lessee's insurance policies.

All notices of any claim/accident (occurrences) under the Agreement, shall be provided to the Lessee's insurance company and the City's Risk Management office as soon as practical.

2.24.6 A copy of ANY current Certificate of Insurance should be included with your proposal.



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All other terms, conditions, and specifications remain unchanged.

Hendry Lopez
Procurement Specialist II

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____



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ADDENDUM NO. 2

RFP/ ITB No. 975-11962

TITLE: Lease of Vacant Parcels at Fort Lauderdale Executive Airport

ISSUED: 06/11/17

This addendum is being issued to make the following change:

SECTION I – INTRODUCTION AND INFORMATION: The following section has been modified, to read:

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City’s requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City’s location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

All other terms, conditions, and specifications remain unchanged.

Hendry Lopez
Procurement Specialist II

Company Name: _____
(Please print)

Bidder’s Signature: _____

Date: _____



FINANCE DEPARTMENT
RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 06/19/2017 TIME: 01:30 AM PM

OPENING DATE: 07/06/2017 PROCUREMENT CONTACT: Henry Lopez

RFP#: 975-11962 RFP TITLE: Lease of Vacant Parcels at Fort Lauderdale Executive Airport

NAME	COMPANY	PHONE	EMAIL
Henry Lopez	City of Fort Lauderdale	ext. 5189	hlopez@fortlauderdale.gov
MICHAEL BLACK	CITI COMMUNITIES	407 963 8268	MBLACK@CITI.COMES-US.C
Dana Pollitt	Adept Strategy + PR	954-937-9403	dana@adept.CO
Ryan Henderson	City of Fort Lauderdale	(954) 828 5213	Rhenderson@fortlauderdale.gov
Matt Sacca	TRG	554 448 9151	SACCOM@Rubin Group.
WES HARDIN	PHALANX SPORTS	786-423-5735	HARDIN@PHALANXSE.COM
LUCIANO GROSSO	ENVIBE ENTERTAINMENT	305-713-8524	LGROSSO@ENVIBE.ORG
CECILE DEPASCO	KAIZENCONSULT, LLC	214-636-8990	cecile@kaizenconsult.com
JOAQUIN ORLANDO	ONSIDE ENTERTAINMENT	305-922-0483	jorlando@onsideilc.com
Bernie Friedman	BTP	954 985 4180	bfriedman@btplegal.com
KIERAN BUNKE	PREMIER PANICS	(917) 315-7705	KIERAN@KIERANBUNKE.C
Chandelle Bullard	USU ENTERPRISES	404-246-6398	USU.SISA@gmail.com
NICK MATTHEW	Park + Polinski	813-767-7656	NMatthew@P&P
Carlton Harrison	City of Fort Lauderdale	x 4955	Charrison@fortlauderdale.gov

Approved By: Jennifer Alvarez, Manager of Procurement and Contracts | Page: 1 of 1 | Rev: 2 | Revision Date: 05/10/16 | Author: LP

Question and Answers for Bid #975-11962 - Lease of Vacant Parcels at Fort Lauderdale Executive Airport

Overall Bid Questions

Question 1

1. The RFP refers to the Parcels as being within the City's Industrial Park. Please confirm the boundaries of the Industrial Park and zoning district(s) that the Parcels are within.

2. What are the Federal Aviation Administration (FAA) requirements and/or restrictions that are applicable to development on the Parcels; and specifically, what are the height restrictions applicable to development on the Parcels?

3. Are there any property condition reports or other reports that reflect the current condition of the Fort Lauderdale or Lockhart Stadiums? (Submitted: Jun 5, 2017 1:58:28 PM EDT)

Answer

- 1. The parcels are zoned General Aviation Airport (GAA). Commercial recreation activities are part of the GAA zoning category.

For all accessory uses visit the link at:

[https://library.municode.com/fl/fort_lauderdale/codes/unified_land_development_code?](https://library.municode.com/fl/fort_lauderdale/codes/unified_land_development_code?nodeId=UNLADERE_CH47UNLADERE_ARTIIIZODIRE_S47-14GEAVDI_S47-14.12.ALIACUSGEAVAIGA)

[nodeId=UNLADERE_CH47UNLADERE_ARTIIIZODIRE_S47-14GEAVDI_S47-14.12.ALIACUSGEAVAIGA](https://library.municode.com/fl/fort_lauderdale/codes/unified_land_development_code?nodeId=UNLADERE_CH47UNLADERE_ARTIIIZODIRE_S47-14GEAVDI_S47-14.12.ALIACUSGEAVAIGA)

2. Please review CFR Part 77 to determine the height restrictions for this property.

3. Please reference the Kimley-Horn and Associates, Inc. site assessment report. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 2

4. Are there any conditions or repairs that are required to be made to Fort Lauderdale or Lockhart Stadiums in order for them to be used for their intended purpose?

5. Is there any environmental or hazardous substance or condition on the Parcels that requires remediation?

6. Section 1.1 of the RFP refers to a licensed firm(s). Please clarify the type of license(s) that the City is requiring. (Submitted: Jun 5, 2017 1:58:42 PM EDT)

Answer

- 4. Fort Lauderdale Stadium has been unused for a number of years. The major issue that the City is aware of is the plumbing (pipes are old and fail frequently). Proposers would be responsible for doing their due diligence in this aspect.

Though Lockhart Stadium is currently leased to the Fort Lauderdale Strikers, and is their responsibility to maintain and operate, the City is aware that the plumbing is sub-standard in the facility and that the playing fields have significantly deteriorated.

5. Not that staff is aware of.

6. Vendor's submitting proposals should be a registered license business. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 3

7. Section 2.1 of the RFP incorporates the City's General Conditions. Section 5.10 of the General Conditions provides that the City can terminate the contract for convenience. Please confirm that the termination for convenience, or other terms of the General Conditions, that are inconsistent with the long term lease sought by the RFP will not apply or may be excluded from the lease agreement. (Submitted: Jun 5, 2017 1:58:59 PM EDT)

Answer

- 7. The terms and conditions may be negotiated before the lease agreement is executed. (Answered: Jun 22, 2017 6:04:29 PM EDT)

Question 4

8. Section 2.9 of the RFP refers to the consultant and specifications. Please clarify who the consultant is, and whether there are any detailed requirements or specifications that proposers must familiarize themselves with.

9. Section 2.22.1 of the RFP refers to a Construction Assurance Deposit (CAD). What is the expected duration for the CAD? Would the CAD be reduced or modified if a Performance and Payment Bond is also required? (Submitted: Jun 5, 2017 1:59:08 PM EDT)

Answer

- 8. Section 2.9 states that the proposer in this case refer to as consultant understands and has review all the documents in the solicitation.

9. The CAD may be modified if a performance bond is also required. (Answered: Jun 22, 2017 6:04:29 PM EDT)

Question 5

10. If the Lessee is a developer that hires a general contractor, please confirm that it would be the general contractor that may be required to obtain the Performance and Payment Bond.

11. Section 3.2 of the RFP refers to a Conceptual Site Plan. Please clarify whether there is a Conceptual Site Plan that proposers must adhere to, and if so, please provide a copy of the Conceptual Site Plan.

12. Please clarify whether Fort Lauderdale and/or Lockhart Stadiums must remain on the Parcels, and the extent to which the City expects that either or both Stadiums will be made available to the public by the Lessee

(Submitted: Jun 5, 2017 1:59:20 PM EDT)

Answer

- 10. The entity responsible for the performance bond will depend on the lease agreement.

11. Please see exhibits attached to the solicitation.

12. One of the two stadiums must remained available. (Answered: Jun 22, 2017 6:04:29 PM EDT)

Question 6

Would the City allow either the removal of Fort Lauderdale or Lockhart Stadium as long as one of them remains?

14. Would the City allow the removal of both Fort Lauderdale and Lockhart Stadiums eliminating them from the Parcels?

15. Section 4.2.9 of the RFP refers to compatibility of the proposed land use with "the Uptown Area". What are the boundaries of the Uptown Area in relation to the Parcels? Is there a written plan or policy for the Uptown Area? (Submitted: Jun 5, 2017 1:59:30 PM EDT)

Answer

- 13. Yes.

14. No.

15. Included as an exhibit is the ULI Tap Report for Uptown. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 7

16. Section 4.2.10 of the RFP and the Cost Proposal Page refer to a "Deposit Amount". What is the Deposit intended for? Is the Deposit the same as the Construction Assurance Deposit (CAD) referenced at Section 2.22.1 of the RFP or something different?

17. Does the City have as built surveys or like documents that reflect the existing development on the Parcels? If so, will the City make these documents available for review?

18. Does the City have power needed, 3000 amp minimum, to the Parcels?

19. Does the City have adequate water, sewer, and storm water capacity for a water park on the Parcels?

(Submitted: Jun 5, 2017 2:00:11 PM EDT)

Answer

- 16. Yes, in section 4.2.10 the deposit amount is the same as the CAD.

17. See exhibit Overall Site Plan

18. Staff is not able to confirm nor deny.

19. Water and sewer demands are dependent on the proposed development type. A site plan would determine the projected water/sewer demands. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 8

Is there an existing storm management or storm water management plan for the Parcels?

21. Does the City have any traffic studies for the Parcels?

22. Are there any agencies other than the City that have regulatory or permitting authority for development on the Parcels?

23. Beyond the FAA height restrictions, are there any other height, coverage, or setback requirements for

development of the Parcels?

24. What are the City's parking requirements for development of the Parcels?

25. Can the paved parking lot landscaping strips, including trees, in between each row of parking be removed to maximize parking capacity? (Submitted: Jun 5, 2017 2:00:23 PM EDT)

Answer

- 20. No.

21. The City has traffic counts of Cypress Creek Road and Powerline Road. See attached Cypress Creek and Powerline counts.

22. Proposed uses will be subject to FAA review related to the operations of the adjacent airport.

23. Review the City's ULDR code for setback requirements.

24. Review the City's ULDR code for setback requirements.

25. Review the City's ULDR code for setback requirements. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 9

26. Would the City consider prohibiting all traffic except for emergency or official use for the internal roads, 52nd and 55th Streets?

27. Could either or both of the internal roads, 52nd and 55th Streets be removed?

28. Is there a schedule, log or other documents that reflect the use of Fort Lauderdale and Lockhart Stadiums over the last three years? If so, will the City make them available for review? (Submitted: Jun 5, 2017 2:00:35 PM EDT)

Answer

- 26. A determination would be made through the Development Review Committee (DRC) process as the development plans are submitted.

27. A determination would be made through the Development Review Committee (DRC) process as the development plans are submitted.

28. The City does not have a log of events at Lockhart Stadium. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 10

29. Are there any use or other agreements that guaranty use of either Fort Lauderdale or Lockhart Stadiums to third parties that the Lessee would have to adhere to?

30. Will the City permit an inspection of the Parcels, including the Stadiums, and if so, how will that be facilitated?

31. Can the City provide an electronic, digital or full size hard copy of the Sketch and Description that is attached to the RFP? (Submitted: Jun 5, 2017 2:00:49 PM EDT)

Answer

- 29. There is currently an agreement with the Fort Lauderdale Strikers for Lockhart Stadium. That agreement will be ineffective by the time a lease agreement is signed with winning bidder for all the parcels.

30. Yes, June 19th at the Pre-Bid Conference (details included as an addendum to this solicitation).

31. Attached is the Sketch and Description. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 11

How big are the parcels that are going to be available? (Submitted: Jun 14, 2017 5:26:20 PM EDT)

Answer

- Please see exhibits for more details. (Answered: Jul 2, 2017 9:45:40 PM EDT)

Question 12

Are they going to be rented to only one company, or is it going to be divided so that more than one company can have a part of the total area? (Submitted: Jun 14, 2017 5:26:26 PM EDT)

Answer

- The city will be leasing to one company. (Answered: Jun 19, 2017 9:47:13 AM EDT)

Question 13

Is the 50 page limit a concrete limit? Can exhibits or addenda be added beyond the 50 page limit of the RFP content? (Submitted: Jun 21, 2017 4:11:15 PM EDT)

Answer

- The 50 page limit does not include exhibits and/or addenda. (Answered: Jun 22, 2017 6:04:29 PM EDT)

Question 14

Can the City provide a copy of the current Lockhart Stadium lease? (Submitted: Jun 26, 2017 5:04:39 PM EDT)

Answer

- Please see exhibit 8. (Answered: Jul 2, 2017 10:43:34 PM EDT)

Question 15

Assuming one of the stadiums is demolished, does the City have a preference as to which one remains? (Submitted: Jun 27, 2017 2:11:28 PM EDT)

Answer

- The city does not have a preference. (Answered: Jul 2, 2017 9:44:00 PM EDT)

Question 16

Please post the June 19 pre-bid conference attendance sheet. (Submitted: Jun 27, 2017 2:17:10 PM EDT)

Answer

- Please see attachment labeled, Pre-Bid Meeting Sign In Sheet. (Answered: Jul 3, 2017 7:59:38 AM EDT)

Question 17

Can the City please clarify the required method to submit a response? Is a hard copy sufficient? Is a submission into BidSync required? (Submitted: Jun 28, 2017 2:47:55 PM EDT)

Answer

- Hard Copy submittal is required. Please see section 1.2 and section IV - Submittal Requirements for more details. (Answered: Jul 2, 2017 9:44:00 PM EDT)

Question 18

On Tuesday, July 6 at 2pm, when the bids are due, where will the official bid opening be held? (Submitted: Jun 28, 2017 4:23:55 PM EDT)

Answer

- The proposals will be opened on July 6, 2017 at 2:00 PM in the Procurement Office at City Hall 6th floor. (Answered: Jul 2, 2017 9:44:00 PM EDT)