

COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 05-03-2011 AGENDA ITEM: I-C

COMMISSION REPORT NO: 11-0614

PREPARED BY: Terry Rynard 04-21-2011 15:56:49

DEPT: Parks and Recreation

DEPARTMENT DIRECTOR'S SIGNATURE: Terry Rynard, Acting Director, x5348

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER: Allyson Love 04-27-2011 17:45:31

CITY MANAGER'S SIGNATURE: [Blank]

TITLE 1: [Blank]

TITLE 2: [Blank]

SUBJECT: BONNET HOUSE - SPECIAL EVENT PERMITTING

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION): [Blank]

- REGULAR AGENDA
 - Motion
 - Public Hearing
 - Resolution
 - Purchase
 - Consent Resolution
 - Motion for Discussion
 - Ordinance
 - Presentation
 - Citizen Presentation
- CONFERENCE
 - Old/New Business
 - Exec Closed Door
 - Conference Reports
 - Advisory Boards
 - City Commission Reports
 - City Manager Reports

Public Notice Advertised: [Blank]

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject): No budgetary impact.

FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: [Blank] TRANSACTION TYPE: [Blank]

BIDS SOLICITED/RECEIVED: [Blank] WBE: [Blank] LATE BID: [Blank]

Vendor: [Blank] MBE: [Blank] NO BID: [Blank]

Amount: [Blank] Details: [Blank]

Procurement Recommendation: [Blank]

Description of Exhibits:

- | | | |
|----------------------|----------------------------------|-----------------------------------|
| 1. Background/Detail | 2. Events Agreement | 3. Public Beach Purposes Easement |
| 4. Boundary Survey | 5. Draft Ordinance Amending Ch 8 | 6. Draft Ordinance Amending Ch 15 |
| 7. | 8. | 9. |

EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s:

PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)

BACKGROUND/DETAIL:

Attached as Exhibit 1.

Attorney's Initials:

BACKGROUND/DETAIL:

I. Bonnet House Property

The Florida Trust for Historic Preservation, Inc. is the fee simple owner of what is commonly known as the Bonnet House Property. Bonnet House, Inc. by agreement with Florida Trust for Historic Preservation is the "operator" of Bonnet House Property. Collectively Florida Trust for Historic Preservation, Inc. and Bonnet House, Inc. shall be referred to herein as "Bonnet House."

Bonnet House owns property both on the West side of A-1-A ("Bonnet House Property West") and the East side of A-1-A ("Bonnet House Property East") (collectively, "Bonnet House Property"). (Exhibit #4). Bonnet House approached City staff with the proposition that they should not have to go back to the City Commission each time they wanted to host an Outdoor Event on property which they own. Bonnet House proposed a blanket agreement to be presented to the City Commission annually whereby the City Commission would approve a number of events in advance. Through negotiations with staff it became evident that Bonnet House was desirous of hosting additional Outdoor Events beyond that designated in Schedule One during the course of the annual agreement. To that end, mechanisms were designed within the Events Agreement to delegate to the Contract Administrator (Parks & Recreation Director) the ability to approve such supplemental events, adhering to the procedures and criteria set forth in the Outdoor Events ordinances of the City as supplemented by the Outdoor Events Agreement.

II. Events Agreement / General Provisions

The following general provisions are contained within the Events Agreement (Exhibit #2):

1. Activities in derogation of the public's "public beach purposes" easement rights (Exhibit #3) are prohibited under the Events Agreement, unless the City Commission has granted approval of such activities for a limited period of time.
2. Other than events approved on Schedule One of the Events Agreement and events under #1 above, the Contract Administrator is delegated the authority to approve additional Outdoor Events following the procedures (other than City Commission approval) and criteria set forth in the Outdoor Events Ordinances.
3. Application for approval of the Outdoor Event must be submitted 90 days in advance of the proposed event.
4. Paragraph 6 of the Events Agreement sets for the General Requirements for Outdoor Events.
5. Bonnet House may use temporary stanchions to cordon off Bonnet House Beach during Outdoor Events, not including cordoning off the area below the Mean High Water mark which is within the jurisdiction of the State of Florida and held in trust for all the public.

6. Bonnet House shall provide advance notice to the Public of Outdoor Events on Bonner House Property East and Bonne House Beach by posting appropriate signage .
7. The Outdoor Events Ordinances are not applicable to "private events" to which the general public is not invited. As to private events involving 50 or more people, Bonnet House shall provide the Contract Administrator with 14 days advance notice.
8. The Events Agreement covers such other areas such as indemnification, insurance requirements, restoration of public property, reimbursement of expenses, provisions for termination and notice requirements.

III. Ordinance exempting Bonnet House from securing City Commission approval of each and every Outdoor Event on Bonnet House Property

A draft Ordinance (**Exhibit #6**) exempts Bonnet House from going through the Outdoor Events ordinances to the City Commission for each and every Outdoor Event it proposes to host on Bonnet House Property. However, in exempting Bonnet House from the requirement of going back to the City Commission, the exemption is subject to an events agreement which requires them to follow the criteria and procedures outlined in the Outdoor Events Ordinances.

IV. Ordinance exempting Bonnet House from certain public beach Ordinances

On the East side of A-1-A, Bonnet House owns fee simple title to approximately 1,500 feet of beachfront running South from approximately Sunrise Boulevard to approximately 150 feet North of Vistamar Street. (**Exhibit #4**). This 1,500 foot stretch of beach is referred to as "Bonnet House Property East." Approximately 1,200 feet of Bonnet House Property East is encumbered by an easement in favor of the City of Fort Lauderdale for "public beach purposes." (**Exhibit #3**).

Within the 1,500 feet of Bonnet House Property East is a 300 foot stretch which is not encumbered with the easement for "public beach purposes." This is referred to as "Bonnet House Beach." Bonnet House has a greater array of property rights to Bonnet House Beach than it does to that portion of the 1,500 foot Bonnet House Property East which is encumbered by the easement for "public beach purposes."

Both the 1,500 foot Bonnet House Property East and the 300 foot Bonnet House Beach are designated "public beach" under the City's Code of Ordinances. Code Sec. 8-71(a). The City Code prohibits certain activities on the "public beach" which might not otherwise be prohibited if the land were owned in fee simple and not public beach, such as soliciting, promoting real estate sales or rentals, playing ball, soliciting for commercial photographers, picnicking and alcoholic beverages.

A draft Ordinance (**Exhibit # 5**) is offered for your consideration that would exempt Bonnet House from the operation of such ordinances on the 1,500 foot Bonnet House Property East and the 300 foot Bonnet House Beach during events or activities governed by the Events Agreement and in accordance with the terms and conditions of the Events Agreement. It should be noted under the terms and conditions of the Events

Agreement that as to Bonnet House Property East and Bonnet House Beach, the permitted use and consumption of alcoholic beverages is limited to beer, wine and champagne, but not hard liquor.

V. Conclusion

If the Commission desires staff to proceed implementing the foregoing it is recommended that the Ordinances will be brought back for first reading and the Events Agreement will be brought back to the Commission simultaneous with second reading of the Ordinances.