

City of Fort Lauderdale

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Meeting Minutes

Tuesday, April 2, 2024

6:00 PM

NSU Art Museum - Horvitz Auditorium
1 E Las Olas Blvd, Fort Lauderdale, FL 33301

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor
PAM BEASLEY-PITTMAN Vice Mayor - Commissioner - District III
STEVEN GLASSMAN Commissioner - District II
JOHN C. HERBST Commissioner - District I
WARREN STURMAN Commissioner - District IV

GREG CHAVARRIA, City Manager
DAVID R. SOLOMAN, City Clerk
THOMAS J. ANSBRO, City Attorney
PATRICK REILLY, City Auditor

CALL TO ORDER

Mayor Trantalis called the meeting to order at 6:15 p.m.

Pledge of Allegiance

Mayor Dean J. Trantalis

MOMENT OF SILENCE

ROLL CALL

Present: 5 - Commissioner John C. Herbst, Commissioner Steven Glassman, Vice Mayor Pam Beasley-Pittman, Commissioner Warren Sturman and Mayor Dean J. Trantalis

COMMISSION QUORUM ESTABLISHED

Also Present: City Manager Greg Chavarria, City Clerk David R. Soloman, City Attorney Thomas J. Ansbro, and City Auditor Patrick Reilly (via communications technology)

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following updates to the published Agenda:

Removed:

CR-2 - Pulled from the Consent Agenda for separate discussion at the request of the City Manager.

Walk-On Item:

WALK ON - Motion Approving an Event Agreement for Baptist Health IcePlex Grand Opening Celebration - (Commission District 2)

A copy of the Walk-On Agenda item is attached to these Meeting Minutes.

Approval of MINUTES and Agenda

[24-0273](#)

Minutes for January 19, 2024, Commission Prioritization Workshop and January 23, 2024, Commission Conference Meeting -

(Commission Districts 1, 2, 3 and 4)

Commissioner Sturman made a motion to approve the Meeting Minutes and Agenda as amended and was seconded by Commissioner Glassman.

APPROVED AS AMENDED - Agenda Amended

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

PRESENTATIONS

PRES- [24-0318](#)
1

Vice Mayor Beasley-Pittman to present a Proclamation declaring April 2024, as Child Abuse Prevention Month in the City of Fort Lauderdale

Vice Mayor Beasley-Pittman presented a Proclamation declaring *April 2024, as Child Abuse Prevention Month in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

Nancy Adjohan, Children Services Counsel of Broward County, accepted the Proclamation and thanked the Commission for this recognition.

PRESENTED

PRES- [24-0357](#)
2

Mayor Trantalis to present a Proclamation declaring April 2024, as Water Conservation Month in the City of Fort Lauderdale

Mayor Trantalis presented a Proclamation declaring *April 2024, as Water Conservation Month in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

Steve Hillberg, Public Works Department Senior Project Manager - Utilities, accepted the Proclamation and thanked the Commission for this recognition.

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

Mayor Trantalis explained procedures for members of the public who wish to speak on Consent Agenda items.

CONSENT AGENDA

Commission Members requested the following Consent Agenda items be pulled for separate discussion:

CR-1 Vice Mayor Beasley-Pittman

CP-1 - Commissioner Glassman

CR-2 - Commissioner Sturman

Approval of the Consent Agenda

Commissioner Glassman made a motion to approve the Consent Agenda and was seconded by Commissioner Sturman.

Approve the Consent Agenda

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CONSENT MOTION

CM-1 [24-0310](#) Motion Approving the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CONSENT RESOLUTION

CR-3 [24-0281](#) Resolution Accepting a \$59,000 Grant from the Florida Department of Environmental Protection (FDEP) for the Citywide Vulnerability Assessment Project and Authorizing the City Manager to Execute an Amendment to the Grant Agreement - (Commission Districts 1, 2, 3, and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CR-4 [24-0292](#) Resolution Delegating the Authority to the City Manager to Execute a Project Agreement Accepting a Grant for up to \$5,644 from the Florida Inland Navigation District - Small Scale Derelict Vessel Removal Program to Remove a Derelict Vessel from the Cooley's Landing Marina - (Commission District 2)

ADOPTED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- CR-5** [24-0358](#) Resolution Appointing NS PR Law Services LLC D/B/A Napoli Shkolnik PLLC and Ventura Law as Special Counsel, to Represent the City of Fort Lauderdale in Connection with Litigation Related to the Prosecution of any Legal Claim Against Manufacturers of Generic Pharmaceuticals and/or their Executives Based Upon their Actions Fixing Price or other Wrongdoing with Respect to Insulin and other Diabetic Medication and Generic Prescription Medications - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CONSENT PURCHASE

- CP-2** [24-0249](#) Motion Approving an Agreement for Lot Clearing Services - Monroe Lawn Care Service LLC - \$211,200 (estimated three-year total) - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- CP-3** [24-0290](#) Motion Approving the Purchases of a Generator and an Automatic Transfer Switch for the Public Works Administration Building - Pantropic Power, Inc - \$418,990 - (Commission District 1)

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

- CR-1** [24-0242](#) Resolution Authorizing a State Historical Marker at the Las Olas Beach Promenade Entrance to Honor Marathon Swimmer Diana Nyad - (Commission District 2)

Vice Mayor Beasley-Pittman remarked on her request for background information regarding this Agenda item.

Mayor Trantalis recognized Dr. Lynette Long, 650 West Avenue, Miami Beach, Miami Beach Commission for Women Chair, and Equality Everywhere President. Dr. Long spoke in support of this Agenda item and discussed related background information.

Mayor Trantalis recognized Dr. Eleanor Pam, 2649 Florida Boulevard, Delray Beach, Veteran Feminists of America President. Dr. Pam spoke in support of this Agenda item.

Mayor Trantalis recognized Debby Eisinger, 25 Hendricks Isle. Ms. Eisinger spoke in support of this Agenda item.

Mayor Trantalis recognized Carla Albano, 6051 N. Ocean Drive, Hollywood. Ms. Albano spoke in support of this Agenda item.

Commissioner Sturman introduced this Resolution which was read by title only.

Vice Mayor Beasley-Pittman remarked on input she received regarding the Parks, Recreation, and Beaches Board (PRBB) not approving this Agenda item.

Mayor Trantalis recognized Carl Williams, Parks and Recreation Department Director. Mr. Williams did not recall the PRBB not approving this Agenda item. Further comment and discussion ensued. Commissioner Glassman discussed his recollection that the PRBB deferred this agenda item approximately six (6) years ago and explained the related information. Mr. Williams concurred. Further comment and discussion ensued.

ADOPTED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CR-2 [24-0037](#)

Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2024 - Appropriation - (Commission Districts 1, 2, 3 and 4)

City Manager Chavarria confirmed his request to pull this Agenda item to discuss removing Item B.

Mayor Trantalis recognized Ben Rogers, Transportation and Mobility (TAM) Department Director. Mr. Rogers explained information associated Item B regarding funding repairs of the International Swimming Hall of Fame (ISHOF) East Building. Mr. Rogers commented on his meetings with the developer regarding building improvements and the remaining life span of the ISHOF East building.

Commissioner Glassman remarked on related discussions at the District 2 Pre-Agenda Meeting and commented on the need to review the cost of mold remediation and whether it could be done at a lower cost.

Commissioner Glassman commented concerns regarding investing

significant funds in the ISHOF East building, which does not have a lengthy remaining lifespan. Further comment and discussion ensued.

Commissioner Herbst introduced this Resolution as amended, removing Item B, which was read by title only.

ADOPTED AS AMENDED - Removed Item B

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CP-1 [24-0245](#)

Motion Approving an Agreement for Oceanside Park and Greenspace Maintenance - J-MAC Cleaning Services Inc. - \$188,740 - (Commission District 2)

Commissioner Glassman noted numerous conversations related to this Agenda item. He commented on his perspective regarding the process, scope of work, bid responses, related concerns, and cited examples. Commissioner Glassman cited input from residents regarding Oceanside Park (Park) maintenance by the current vendor and expounded on his viewpoint and concerns. Further comment and discussion ensued.

Mayor Trantalis inquired about other vendors responding to the request for bids for this contract and their performance.

Mayor Trantalis recognized Judy Shepard, 3201 NW 97th Street, Miami, on behalf of J-Mac Cleaning Services (J-MCS). In response to Commissioner Glassman's questions, Ms. Shepard explained information related to the J-MCS's contract pricing, cited examples, and explained direction from Staff regarding the schedule for pressure washing the Park.

Ms. Shepard confirmed that J-MCS and other vendors hire individuals experiencing homelessness to clean the Park and explained related information. She discussed additional details of J-MCS's Park service and maintenance.

Ms. Shepard noted input from City Staff that J-MCS should not clean the Park on weekends. Staff advised the cost to repair vacuum equipment for cleaning the Park's artificial turf was prohibitive. J-MCS Staff uses leaf blowers to remove debris from the Park's synthetic turf and expounded on related information.

Ms. Shepard confirmed consistent restocking of supplies and said that J-MCS is responsible for park landscaping. Further comment and discussion ensued regarding weather events negatively impacting the

Park's landscaping.

Commissioner Glassman remarked on the location of the Park and the need for it to be maintained in optimal condition. Further comment and discussion ensued regarding the contract scope of work. Mayor Trantalis remarked on landscaping.

In response to Vice Mayor Beasley-Pittman's question, Ms. Shepard explained information related to landscape irrigation and watering needs and confirmed daily watering.

Commissioner Herbst made a motion to approve this Agenda item and was seconded by Commissioner Sturman.

APPROVED

Yea: 4 - Commissioner Herbst, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

Nay: 1 - Commissioner Glassman

MOTIONS

M-1 [24-0335](#)

Motion Approving an Event Agreement and Request for Music Exemption for Fiesta Fabuloso Cinco De Mayo Celebration - (Commission District 4)

Commissioner Sturman made a motion to approve this Agenda item and was seconded by Commissioner Herbst.

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

M-2 [24-0282](#)

Motion Approving an Agreement for the Dorsey Riverbend Stormwater Improvements Project - Man-Con, Incorporated - \$33,841,618.20 - (Commission District 3)

Vice Mayor Beasley-Pittman made a motion to approve this Agenda item and was seconded by Commissioner Glassman.

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

M-3 [24-0364](#)

Motion Designating the Ten Most Populous City Seat to Florida League of Cities Board of Directors - (Commission Districts 1, 2, 3 and 4)

Vice Mayor Beasley-Pittman made a motion to appoint Mayor Dean J. Trantalis to the Board of Directors of the Florida League of Cities Ten Most Populous Cities and was seconded by Commissioner Glassman.

APPROVED - Mayor Dean J. Trantalis as Director

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

M-4 [24-0365](#)

Motion Approving City of Fort Lauderdale Voting Delegate and Alternate(s) for National League of Cities 2024 City Summit and Annual Business Meeting - November 13-16, 2024 - (Commission Districts 1, 2, 3 and 4)

Commissioner Herbst made a motion appointing Vice Mayor Beasley-Pittman as the City's voting delegate to the National League of Cities 2024 City Summit and Annual Business Meeting and Commissioner Herbst as alternate voting delegate and was seconded by Commissioner Glassman.

APPROVED - Vice Mayor Pamela Beasley-Pittman as Delegate and Commissioner Herbst as Alternate

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

RESOLUTIONS

R-1 [24-0356](#)

Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

City Clerk David Soloman read the names of Commission Member Board and Committee nominees for appointment and/or reappointment at the April 16, 2024, Commission Regular Meeting.

City Clerk Soloman read the names of the Board and Committee appointments and reappointments for Agenda item R-1 into the record.

In response to Vice Mayor Beasley-Pittman's question regarding Commission appointments to the Housing Authority of the City of Fort Lauderdale (HACFL), Chris Cooper, Development Services Department Director, explained Tam English is the HACFL Executive Director. Mayor Trantalis noted a full complement of five (5) HACFL members and is unaware of any concerns. Further comment and discussion ensued.

Mayor Trantalis recognized Michael Rajner, 2310 NW 16th Court. Mr. Rajner acknowledged Vice Mayor Beasley-Pittman's raising this topic. Mr. Rajner explained the State Statute (Statute) associated with HACFL membership requirements, cited examples, and submitted a copy for the

record.

A copy of the Statute has been made part of the backup to this Agenda item.

Mr. Rajner discussed numerous concerns, including ensuring that HACFL membership includes a voice that reflects the low-income community most in need of affordable housing. Mr. Rajner expounded on his perspective regarding additional Commission appointments to the HACFL.

Mayor Trantalis commented on current HACFL membership and the need to adopt this Resolution that appoints his nominee, Nicole Blake, to the HACFL. Mayor Trantalis confirmed the Commission would discuss Mr. Rajner's recommendations.

Commissioner Herbst noted the need for HACFL compliance with the State Statute and his willingness to appoint two (2) additional HACFL members. Mayor Trantalis confirmed his understanding that Nicole Blake qualifies as a tenant representative. Commissioner Herbst requested confirmation. Mayor Trantalis requested City Attorney Ansbro to confirm.

Commissioner Herbst confirmed he had discussions with Tam English, HACFL Executive Director. Vice Mayor Beasley-Pittman explained she would be voting no and awaiting feedback from HACFL on issues raised by Mr. Rajner.

Commissioner Herbst introduced this Resolution which was read by title only.

ADOPTED

Yea: 4 - Commissioner Herbst, Commissioner Glassman, Commissioner Sturman and Mayor Trantalis

Nay: 1 - Vice Mayor Beasley-Pittman

R-2 [24-0362](#)

Resolution Appointing Director, Alternate and Second Alternate to Broward League of Cities Board of Directors - (Commission Districts 1, 2, 3 and 4)

In response to Mayor Trantalis' request, Vice Mayor Beasley-Pittman confirmed she would discuss the State of Florida's Legislation related to public camping and sleeping at the next Broward League of Cities meeting.

Commissioner Herbst introduced this Resolution appointing Vice Mayor Pamela Beasley-Pittman as Director and Mayor Dean J. Trantalis as

Alternate Director to the Broward League of Cities Board of Directors, which was read by title only.

ADOPTED - Vice Mayor Pamela Beasley-Pittman as Director and Mayor Dean J. Trantalis as Alternate

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

R-3 [24-0354](#)

Quasi-Judicial Resolution Approving "Bal Harbour Village Plat" - Case No. UDP-P23001 - 2201 NE 19th Street - (Commission District 1) - Deferred from March 19th

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits, and expert opinions received.

Commissioner Herbst discussed the Commission's ministerial obligation to approve the plat as discussed at the last Commission Meeting.

Commissioner Herbst confirmed his meeting tomorrow with the parcel developer, Cabot Edewaard. The goal is to reach an agreement for Commission approval, allowing the City to acquire a portion of the parcel for development as park greenspace.

Mayor Trantalis remarked on awaiting the results of those discussions. City Attorney Ansbro recommended the Commission not defer this item.

Mayor Trantalis opened the public hearing.

Mayor Trantalis recognized Anne Steinhart, 2501 NE 22nd Terrace. Ms. Steinhart discussed her viewpoint regarding this Agenda item and supported acquiring a portion of the parcel for greenspace.

Mayor Trantalis recognized Douglas Fulcher, 2200 NE 19th Street. Mr. Fulcher discussed his viewpoint and concerns regarding this Agenda item. Further comment and discussion ensued. In response to Commissioner Herbst's question, City Attorney Ansbro confirmed that the zoning for the plat would remain the same. The portion of the plat zoned as commercial will remain. Mayor Trantalis pointed out that the City's goal is to purchase the portion of the plat zoned as commercial for use as a greenspace.

Mayor Trantalis recognized Doug Coffman, 1800 NE 22nd Terrace. Mr.

Coffman discussed his opposition to commercial development in this area and his support of the City purchasing a portion of the plat zoned commercial and using it as greenspace.

Commissioner Herbst reiterated his goal of reaching an agreement to acquire a portion of the parcel and develop it as greenspace.

Mayor Trantalis recognized Virginia Holden, 2448 NE 22nd Terrace. Ms. Holden spoke in opposition to commercial development on the portion of the plat zoned commercial and in support of the City purchasing that portion for greenspace.

Mayor Trantalis recognized Charles Brandon, 2230 NE 16 Court. Mr. Brandon discussed the property's history and his opposition to the parcel being used for commercial purposes.

Mayor Trantalis recognized James Flavell, 2231 NE 17th Street. Mr. Flavell spoke in opposition to commercial development on the portion of the plat zoned commercial and in support of the City purchasing that parcel for greenspace. He recommended deferring this Agenda item. Further comment and discussion ensued regarding the two (2) appraisals of the property.

Commissioner Herbst remarked on his optimism regarding negotiating an agreement with Mr. Edewaard and concerns about the Commission delaying a decision. Further comment and discussion ensued.

Mayor Trantalis recognized Brent Campbell, 2449 NE 22nd Terrace. Mr. Campbell spoke in opposition to commercial development and supported the City purchasing of a portion of the plat to use as greenspace.

Mayor Trantalis recognized Cabot Edewaard, 621 SE 6th Street, Applicant. In response to Mayor Trantalis' question regarding selling the commercially zoned portion of the plat at the appraised amount of \$1,700,000, Mr. Edewaard confirmed his support of reaching an agreement with the City. Further comment and discussion ensued regarding details related to the real estate transaction. Commissioner Herbst noted that the City approached Mr. Edewaard to purchase the property. City Manager Chavarria confirmed that the Staff would follow up and provide related information to the Commission. Commissioner Herbst noted his optimistic viewpoint.

There being no one else wishing to speak on this item, Commissioner Herbst made a motion to close the public hearing and was seconded by

Commissioner Glassman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Commissioner Herbst explained his viewpoint and reiterated his optimism that negotiations with Mr. Edewaard would result in a successful outcome.

Commissioner Glassman inquired about deferring this Agenda item until negotiations for the City purchasing the commercial portion of the plat are complete. City Attorney Ansbro said he would only recommend a deferral if Mr. Edewaard agrees. Further comment and discussion ensued. Commissioner Glassman confirmed his willingness to move this Agenda item forward.

Mayor Trantalis commented on concerns about approving this Agenda item, its impact on the City's negotiating position and his support of a deferral.

Mr. Edewaard commented on his perspective and discussed related details. Mayor Trantalis remarked on the need to be aware of the viewpoint of Bal Harbour neighbors. Further comment and discussion ensued. Commissioner Glassman discussed his support for approval due to the ministerial nature and the Commission's obligation regarding action on this agenda item. He remarked on the process moving forward, Commission approval of a sale, and the need for the City to be protected from litigation due to deferrals. Further comment and discussion ensued.

Commissioner Herbst introduced a Resolution to approve this Agenda item which was read by title only.

ADOPTED - Approving

Yea: 4 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Commissioner Sturman

Nay: 1 - Mayor Trantalis

PUBLIC HEARINGS

PH-1 [24-0007](#)

Public Hearing - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-5.60.D.a, Residential Office (RO) District - UDP-T23003 - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis opened the public hearing

There being no one wishing to speak on this item, Commissioner Herbst made a motion to close the public hearing and was seconded by Commissioner Glassman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Vice Mayor Beasley-Pittman introduced this Ordinance for the First Reading which was read by title only.

PASSED FIRST READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

PH-2 [24-0123](#)

Public Hearing - Quasi-Judicial Ordinance Rezoning from Residential Single Family/Cluster Dwellings/Low Medium Density District (RC-15) and Parks, Recreation and Open Space (P) District to Northwest Regional Activity Center - Mixed Use West (NWRAC-MUw) District - City of Fort Lauderdale - 1409 W. Sistrunk Boulevard - Case No. UDP-Z23009 - (Commission District 3)

Anyone wishing to speak must be sworn in. The Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Sturman made a motion to close the public hearing and was seconded by Vice Mayor Beasley-Pittman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Vice Mayor Beasley-Pittman introduced this Ordinance for the First Reading which was read by title only.

PASSED FIRST READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

ORDINANCE FIRST READING

OFR-1 [24-0355](#)

First Reading - Ordinance Amending the Non-Bargaining-Unit

Classification Table of the Pay Plan of the City of Fort Lauderdale, Florida, by Adding Two New Job Classifications and Changing the Pay Grades of Two Job Classifications - (Commission Districts 1, 2, 3 and 4)

Vice Mayor Beasley-Pittman introduced this Ordinance for the First Reading which was read by title only.

PASSED FIRST READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

ORDINANCE SECOND READING

OSR-1 [24-0338](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family/Low Medium Density (RS-8) District to Parks, Recreation and Open Space (P) District - South of Ponce De Leon Drive, East of SE 9th Avenue, West of SE 11th Street and North of SE 11th Street - City of Fort Lauderdale - Case No. UDP-Z23012 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits, and expert opinions received.

Mayor Trantalis opened the public hearing.

Mayor Trantalis recognized Chris Nelson, 520 SE 5th Avenue. Mr. Nelson spoke in support of this Agenda item.

There being no one else wishing to speak on this item, Commissioner Herbst made a motion to close the public hearing and was seconded by Vice Mayor Beasley-Pittman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Commissioner Glassman remarked on the Commission's goal of rezoning existing greenspace to reflect park zoning. In response to Commissioner Glassman's question, Chris Cooper, Development Services Department Director, confirmed he would provide an updated list of greenspace properties to be rezoned as park space. Further comment and discussion ensued. Mayor Trantalis confirmed this effort

would be ongoing.

Commissioner Sturman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

OSR-2 [24-0339](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Multifamily Low Rise/Medium High Density (RML-25) District to Parks, Recreation and Open Space (P) District - South of SE 4th Street, East of SW 11th Avenue, North of Waverly Road and West of SW 10th Avenue - City of Fort Lauderdale - Case No. UDP-Z23013 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Vice Mayor Beasley-Pittman made a motion to close the public hearing and was seconded by Commissioner Glassman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Commissioner Glassman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

OSR-3 [24-0340](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family/Low Medium Density (RS-8) District to Parks, Recreation and Open Space (P) District - South of SE 10th Street, East of SE 9th Avenue, and North of Rio Vista Boulevard - City of Fort Lauderdale - Case No. UDP-Z23014 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will

announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Sturman made a motion to close the public hearing and was seconded by Vice Mayor Beasley-Pittman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Commissioner Sturman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

OSR-4 [24-0341](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Heavy Commercial/Light Industrial (B-3) District to Parks, Recreation and Open Space (P) District - 2600 and 2450 S. Federal Highway - City of Fort Lauderdale - Case No. UDP-Z23015 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Vice Mayor Beasley-Pittman made a motion to close the public hearing and was seconded by Commissioner Glassman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Commissioner Sturman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

OSR-5 [24-0342](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family and Duplex/Medium Density (RD-15) District, Residential Mid Rise Multifamily/Medium High Density (RMM-25) District and General Business (B-2) District to Community Business (CB) District - 1714 W. State Road 84 - Barbill Ventures Corporation - Case No. UDP-Z22029 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Each Commission Member disclosed verbal communications, written communications, site visits and expert opinions received.

Mayor Trantalis opened the public hearing.

There being no one wishing to speak on this item, Commissioner Sturman made a motion to close the public hearing and was seconded by Commissioner Glassman. Roll call showed: AYES: Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, and Mayor Trantalis

Commissioner Herbst introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

OSR-6 [24-0361](#)

Second Reading - Ordinance Amending Section 28-56 Maintenance by Property Owner, Amending Section 28-58 Making Connections to Sewers, and Amending Section 28-59 Connections to Existing Building Sewers - (Commission Districts 1, 2, 3 and 4)

Vice Mayor Beasley-Pittman introduced this Ordinance for the Second Reading which was read by title only.

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

RESOLUTIONS CONTINUED

R-4 [24-0187](#) Resolution Designating Vice-Mayor - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis recognized William Brown, 112 N. Birch Road, and Central Beach Alliance (CBA) President. Mr. Brown spoke in support of this Agenda item.

Mayor Trantalis recognized Chris Nelson, 520 SE 5th Avenue. Mr. Nelson spoke in opposition to this Agenda and discussed his reasoning.

In response to Vice Mayor Beasley-Pittman's question regarding the Charter Revision Board (CRB) modifying the City Charter to allow the appointment of the Vice Mayor to take place in December to coincide with the municipal elections, Mayor Trantalis said that the Commission had not received any communication from the CRB on this subject.

In response to Commissioner Sturman's question, City Attorney Ansbro confirmed that the City Charter addresses the annual appointment of the Vice Mayor. Commissioner Glassman said he recommended that the Vice Mayor's appointment occur in December to coincide with the municipal elections. Further comment and discussion ensued. Commissioner Sturman remarked on his viewpoint regarding appropriate Commission Member decorum.

Commissioner Sturman introduced this Resolution which was read by title only.

ADOPTED

Yea: 4 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

Not Present: 1 - Commissioner Herbst

[24-0386](#) WALK ON - Motion Approving an Event Agreement for Baptist Health Ice Plex Grand Opening Celebration - (Commission District 2)

City Manager Chavarria provided an overview of this Agenda item.

Mayor Trantalis recognized Melissa Fitzgerald, 800 NE 8th Street, Applicant. Ms. Fitzgerald explained why this Special Event was not submitted for Commission approval earlier. In response to Mayor Trantalis' question, Ms. Fitzgerald explained event details. In response to Commissioner Sturman's question, Ms. Fitzgerald confirmed this Special Event is free to the public.

Vice Mayor Glassman made a motion to approve this Agenda item and was seconded by Commissioner Sturman.

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CITY MANAGER ANNOUCEMENT

City Manager Chavarria announced his resignation and confirmed he would remain with the City for the next sixty (60) days.

ADJOURNMENT

Mayor Trantalis adjourned the meeting at 8:52 p.m.



Dean J. Trantalis
Mayor

ATTEST:



David R. Soloman
City Clerk



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0386

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

FROM: Greg Chavarria, City Manager 
Greg Chavarria (Apr 1, 2024 10:17 EDT)

DATE: April 2, 2024

TITLE: **WALK ON** - Motion Approving an Event Agreement for Baptist Heath Ice Plex Grand Opening Celebration - **(Commission District 2)**

Recommendation

Staff recommends the City Commission considers an event agreement, in substantially the form attached, with War Memorial Benefit Corporation and, if approved, authorize the City Manager to execute the agreement.

Background

City staff has been working closely with the event organizer regarding event topics, such as logistics, maintenance, and security as detailed below. The Police Department recommends approval of the closing of the City streets where appropriate, and event parking has been satisfactorily arranged. When applicable, amplified music was discussed, and the event organizers were advised of the noise ordinance and possible concerns.

The organizer will pay for all event costs and submit the required certificates of insurance. The event organizer will also secure all other necessary permits and licenses that are required from other agencies. Civic and merchant associations have been notified, as appropriate, regarding events in their respective areas. Specific event details are included in each event application as attached.

Due to numerous outdoor events on April 6, 2024, including Tortuga Music Festival, Inter-Miami Soccer game and the Orchid Festival, there are insufficient staffing resources to be able to assist with this event.

Where applicable, the City Commission authorizes amplified music for the events listed below.

Authorization for the execution of the event agreement is contingent upon the City Attorney's Office receiving and approving a validly executed agreement.

Event 1: Baptist Health Ice Plex Grand Opening Celebration (District 2)	
Applicant:	War Memorial Benefit Corporation
Date/Time:	Saturday, April 6, 2024 (8:00am – 3:00pm)
Location:	800 NE 8 th Street – Baptist Health Ice Plex
Set Up Date/Time:	Friday, April 5, 2024 (12:00pm – 5:00pm)
Breakdown Date/Time:	Saturday, April 6, 2024 (3:00pm – 4:00pm)
Road Closing:	No
Alcohol:	No
Amplified Music:	Yes (10:00AM – 3:00PM)
Special Permission:	Amplified Music/Extended Road Closure - No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$1,000

Resource Impact

Revenue related to these agreements is included in the FY 2024 operating budget in the accounts listed below.

<i>Funds available as of March 4, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-574-347-200-PKR029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$90,000	\$13,750	\$1,000
TOTAL AMOUNT ►					\$1,000

Strategic Connections

This item is a 2024 Commission Priority, advancing the Public Places initiative.

This item supports the 2029 Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

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

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachments

Exhibit 1 – Baptist Health Ice Plex Grand Opening Celebration Application
Exhibit 1a - Baptist Health Ice Plex Grand Opening Celebration Site Plan
Exhibit 1b - Baptist Health Ice Plex Grand Opening Celebration Agreement
Exhibit 2 – April 2024 Special Events Calendar

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation



CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Date Application Received

3/27/2024

Staff Initials CB

Submit **COMPLETED Application, Site Plan, Site Plan Narrative & Application Fee AT LEAST 60 DAYS PRIOR TO YOUR EVENT.** All sections must be completed, application signed and all pages initialed by the applicant. Incomplete applications will be returned to applicant. After you submit the application **with your fee** you will be contacted to meet with the Special Events team to review:

1. Facility/Location requested
2. Compliance with City ordinances
3. Special permits required
4. Other Charges for City Services
5. Security requirements
6. Environmental issues/effects on surrounding areas
7. Maintenance of Traffic Plan

Application Fee (non-refundable)

- \$200 - 90 days before event
- \$1,000 - 60-89 days before event

Riverwalk District Refundable Compliance/Security deposit

- First/Second time event - \$1,500/day
 - Third/Fourth time event - \$1,000/day
 - Fifth time or more event - \$500/day
- (see Part V: Riverwalk District Outdoor Events)

PART I: EVENT REQUEST

Event Name Baptist Health Ice Plex Grand Opening Celebration

Purpose of event (check one) Fundraiser Awareness Recreation Other _____

Type of Event Minor Event Intermediate Event Major Event Legacy

Minor Event (Commission approval required) - Sustained attendance of 500 or less with a road closure, music exemption or alcohol.

Administrative Approval - Minor event with sustained attendance of 500 or less with no road closures, music exemptions or alcohol.

Intermediate Event (Commission approval required) - Sustained attendance between 501 & 5,000.

Major event (Commission approval required) - Sustained attendance over 5,000.

Legacy Events - 2+ years in good standing

Expected maximum attendance 2500 Expected sustained attendance 500-1000

Has this event been held before? No Yes **List past dates, locations and attendance:**

Detailed Description (Activities, Vendors, Entertainment, etc.)

2-3 Food Trucks, Baptist Health activation tables, video games, yard games, Downie house, live band/DJ

Location 800 NE 8th Street Ft. Lauderdale, FL 33304

Is event located directly on the beach? No Yes *\$500/day fee including setup and breakdown days.

Date and Time	START DATE	END DATE	START TIME	AM/PM	END TIME	AM/PM	ATTENDANCE
SETUP	<u>4/5</u>	<u>4/5</u>	<u>12</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>5</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>20</u>
EVENT DAY(S)*	<u>4/6</u>	<u>4/6</u>	<u>8</u>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<u>3</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>500</u>
BREAKDOWN	<u>4/6</u>	<u>4/6</u>	<u>3</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>4</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>-20</u>

*Supply additional information if event times vary or events are on non-contiguous days:

PART II: APPLICANT

Organization Name War Memorial Benefit Corporation

For-Profit Non-profit Private (as registered in Sunbiz) *Submit your Sunbiz registration.

Name of Authorized Signatory Bryce Hollweg Phone 954-835-7720

Federal ID # 83-3968999 Date registered 12/10/18 State registered in FL

Address One Panther Parkway City, State, Zip Sunrise, FL 33323

Email Hollweg B@floridapanthers.com

Two Authorizing Officials for the Organization

Name James Suh Title CFO Phone 954-835-7830

Name Michael Romano Title VP, Finance Phone 954-835-7023

Event Coordinator Name Nicole Meloff Will you be on-site? Yes No

Title SVP, Special Projects Phone 954-6965940 Cell _____

E-mail address MeloffN@floridapanthers.com

Additional Contact Name Matt Tamindzija Will you be on-site? Yes No

Title VP, Event Services Phone 305-783-7495 Cell _____

E-mail address TamindzijaM@floridapanthers.com

Event Production Company *If other than applicant NA

Contact Name _____ Phone _____ Cell _____

E-mail address _____

PART III: EVENT INFORMATION

Admission/Registration No Yes How Much? _____

Advertising/Promotion No Yes How? Email, Social, Broadcast

Alcohol for Sale No Yes Alcohol for Free No Yes
How will the beverages be controlled & served? (Draft truck, bar tender, beer tub, etc.) _____

*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability Insurance 30 days before event.

Amusement Rides No Yes Bounce Houses No Yes What type of rides are you planning?

Possible bounce house / inflatable rink
for slap shot games, inflatable chair
for photos.

Name and contact of company _____
*Florida Bureau of Fair Rides (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Rev. 03/2023 Applicant initials NM Staff initials CB

Electricity No Yes Generators No Yes What size? 60amp/110v
*Generators above a certain size must be permitted.

Company: _____ License #: _____

Name of electrician: _____ Phone: _____

Entertainment No Yes What type of entertainment will be there? Any notable performers?

Local Live Band & DJ

Fencing & Barricades No Yes Name & contact of company: _____

*Include proposed fences in your Site Plan & Narrative along with egress and ingress points. An architectural design may be required for maximum occupancy.

Fireworks & Flame Effects No Yes Name & contact of company: _____

*A permit and Fire Watch is required for all pyrotechnics displays. Contact firemarshal@fortlauderdale.gov or FireSpecialEvents@fortlauderdale.gov

Food Vendors No Yes Food Trucks No Yes Cooking On Site No Yes

*State Health Department at (954) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours cost will cost \$75 per hour.

Music No Yes Soundproofing equipment? No Yes

What music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc.)

Live Band / DJ

*Amplified music is required to end by 9:00pm (Sunday - Thursday) and 10:00pm on Friday and Saturday

List the type of equipment you will use: (speakers, amplifier, drums, etc.) DJ mixing table

16 x 12 stage, speakers, full band w/ drums, guitar,

Days & times music will be played: Sat (4/6) 10AM-3PM. bass + keybe

How close is the event to the nearest residence? located

*It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact No Yes List parking lots/spaces impacted with dates & times:

*Snyder Park Fees Parking spaces at Snyder Park will be billed at \$30.00/day per space equaling \$14,100.00 per day.

Use of general grassy area across
from WM facility & public parking.

*All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event, if you have any parking questions 954-828-3763.

Road Closings No Yes List roads to be closed with dates & times of closures: *Road Closures require a Maintenance of Traffic (MOT) Plan through Transportation & Mobility Dept. Contact 954-828-4997 or MOT@fortlauderdale.gov.

Company Name _____ Contact _____ Phone _____

Bridge Closings

No

Yes

Bridge location(s)? _____

Date(s) of Closure? _____

Time(s) of Closure? _____

*Events that impact Andrews Avenue and 3rd Avenue must be approved by Broward County Highway Construction and Engineering Division. For more information call 954-577-4571. Closing a bridge requires submitting the United States Coast Guard issued Bridge Closure Approval Letter with the application for each bridge affected.

Sanitation & Waste

Managed by IcePlex services/housekeeping

*Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name _____

Contact _____

Phone _____

*All grounds must be cleaned up immediately after completion of event or you will be subject to fees. This includes emptying and re-lining all garbage receptacles. All garbage must be removed from the event site completely. You are responsible for securing recycling services.

Security/Police

No

Yes

Who is your Police contact for officers & security planning?

Name _____

Phone _____

*Security companies and their plans must be approved and you may still be required to hire City Police. See Part IV below.

Security Company _____

Contact _____

Phone _____

Tents or Canopies

No

Yes

Quantity & size of each?

*The Site Plan must show the locations and sizes of each canopy or tent. No penetration of ground spike is allowed. All structures must be water-weighted.

(6) 10 x 10 tents

Tents larger than 10 x 10 require a permit. Tent permits are obtained through the Development Services Department (DSD) Building Services Division. Contact (954) 828-6520 with any questions. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are Tents with walls.

Company Name _____

Contact _____

Phone _____

Toilets

No

Yes

*All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Contact the Broward County Environmental Manager at 954-412-7334.

Transportation Plan

No

Yes

*Events larger than 5,000 people must have an approved Transportation Plan. If you have any questions contact 954-828-3763.

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, MOT, transportation plan and any additional information requested during your Special Events meeting.

If Fire Rescue or Police staff are scheduled for the event then a minimum of four (4) hours for each Fire Rescue staff and a minimum of three (3) hours for each Police staff will be charged. Fire Rescue also charges 45 minutes to set up and 45 minutes to break down for each event. If the event is canceled then an event representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

The hourly rate and costs for services are invoiced to the Event Coordinator by individual departments (must be paid within 30 days) except for major events where the City will require an escrow. The cost may change after the meeting.

On-site Contact Name Gerald Roberts Phone 954-495-5327

Fire Prevention and Emergency Medical Services

Fire Rescue may need to inspect your event or provide services based on your Building Permit, expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. When you complete your Building Permit Form with Development Services Department (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. For questions call the Fire Marshal at (954) 828-6370.

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Applicant initials ARM Staff initials CB

Police

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. Depending on your event it may be possible to supplement some of the City Police services with a private third-party security company if their security plan is approved by the City Police department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

If a Fort Lauderdale Police vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of one million dollars (\$1,000,000) must be provided.

PART V: RIVERWALK DISTRICT OUTDOOR EVENTS

Riverwalk Fort Lauderdale, Inc. oversees all outdoor events within the Riverwalk District (outlined below) held on public land, public right-of-way and at all City parks including the Riverwalk Park, Esplanade Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park and Laura Ward Plaza.

Riverwalk Event Requirements:

- 1. Refundable Security/Compliance deposit (outlined on page 1) made payable to Riverwalk Fort Lauderdale
- 2. Site Visit
- 3. Certificate of Insurance for Riverwalk Fort Lauderdale
- 4. Riverwalk Event Checklist
- 5. Riverwalk Event Rules & Regulations
- 6. Other documents as determined based on your application and City requirements

After your application is submitted, contact the Riverwalk Parks Operation Manager at 954- 468-1541 x 205.



PART VI : APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater or two million dollars (\$2,000,000) if bounce houses are part of the event, or as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

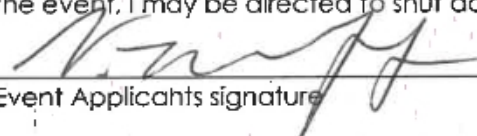
I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

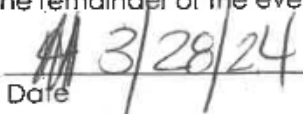
I understand that the City of Fort Lauderdale Police department will determine all security requirements and that the City of Fort Lauderdale Fire Rescue department will determine all fire and Emergency Medical Services requirements.

I understand that any cancelations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that I may be required to provide a deposit based on historical performance or lack thereof.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.


Event Applicants signature


Date

PART VII: SUBMISSION

Email application and plans to: bhenry@fortlauderdale.gov

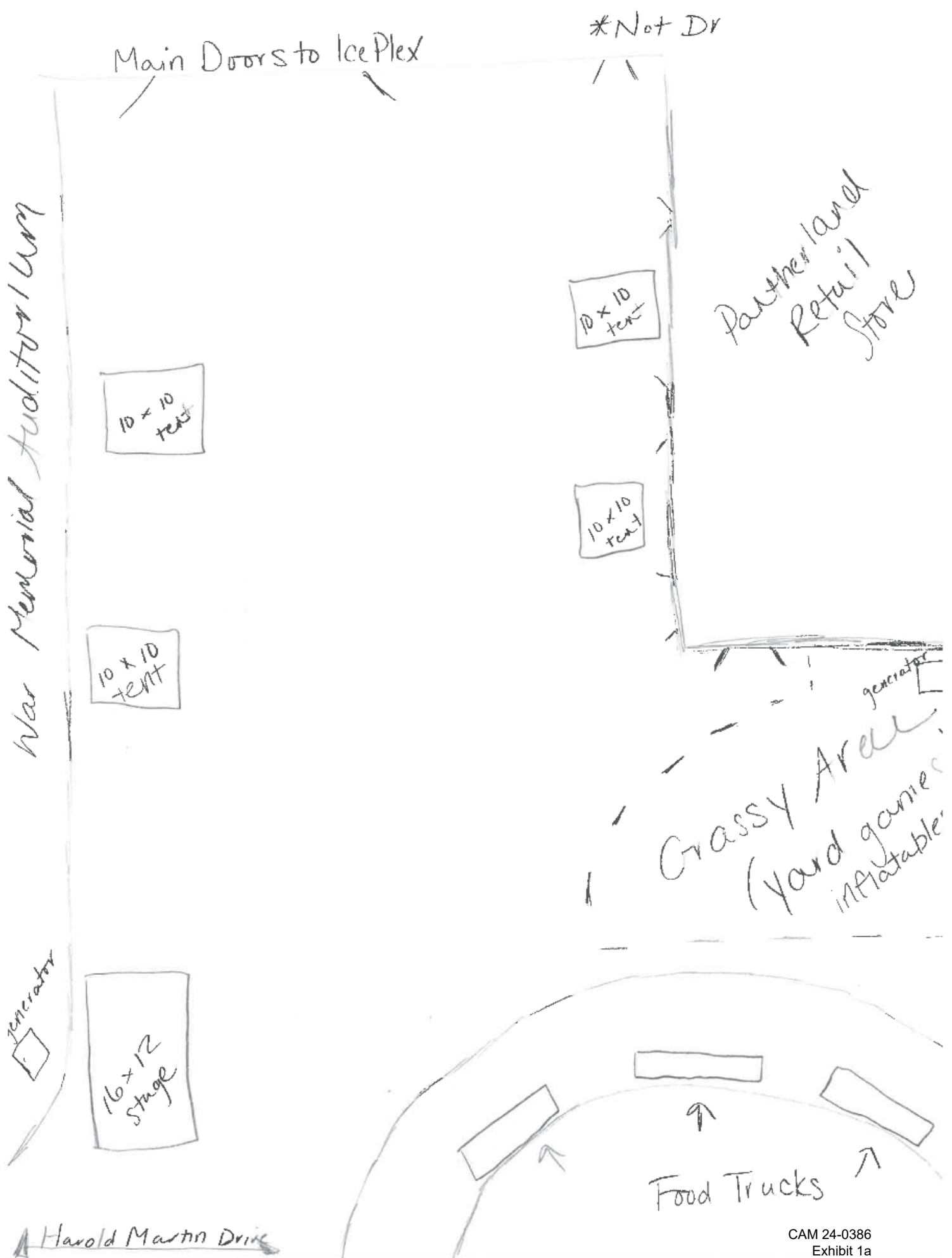
Include these plans with application for:

1. ALL events - **Event Site Plan & Narrative** – show stages, restrooms, fencing, tents etc.
2. Closed Roads - **Maintenance of Traffic Plan** – show barricades, directions, cones, etc.
3. 5000+ people - **Transportation Plan** – show transportation options for attendees.
4. Security needs – **Security Plan** – detail how event coordinator will manage security.
5. Riverwalk District Events – **Refundable Security/Compliance Deposit** and other documents outlined in Part V: Riverwalk District Outdoor Events.

Mail application fee (payable to **City of Fort Lauderdale**) to:

Brittany Henry, Special Events Coordinator
701 S. Andrews Fort Lauderdale, FL 33316

For assistance or questions about the outdoor event process please contact 954-828-4349 or 954-828-5349.



Main Doors to Ice Plex

*Not Dr

War Memorial Auditorium

10 x 10 tent

10 x 10 tent

Pantherland Retail Store

10 x 10 tent

10 x 10 tent

generator

Grassy Area
yard games
inflatable

generator

16 x 12 Stage

Harold Martin Drive

[Food Truck Box]

[Food Truck Box]

[Food Truck Box]

Food Trucks

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "City"),

and

WAR MEMORIAL BENEFIT CORPORATION, a Florida profit corporation, with its principal address located at One Panther Parkway, Sunrise, Florida 33323 (hereinafter referred to as "Applicant" or "Sponsor").

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on April 2, 2024, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Recitals and Effective Date.

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the outdoor events titled, "**BAPTIST HEALTH ICE PLEX GRAND OPENING CELEBRATION**" (referred to hereinafter as the "Event"), only at the location(s) and time(s) set forth in the attached Schedule 1 ("Exhibit 1") and Site Map ("Exhibit 2") (if applicable), which are attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings or canopies, in advance of the Event, the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) The Applicant shall pay for the expense of all city services provided as a result of the Event identified by City staff prior to the Event. In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (9) In advance of the Event the Applicant shall submit a written plan to the City's City Manager's Office that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's City Manager's Office has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (10) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages, or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

4. Outdoor Event Site.

The City does not warrant that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager or his designee.

5. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Applicant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as limiting the Applicant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent Applicants.

The City, a Florida municipal corporation, 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 Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and 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

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or 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 Statutes (2023).

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Applicant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Applicant shall provide to the City a Certificate of Insurance having 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 Applicant 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 or any surviving obligation of the Applicant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Applicant 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 of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Applicant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Applicant 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 Applicant's expense.

If the Applicant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Applicant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Applicant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Applicant that excludes coverage required in this Agreement 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, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Applicant must provide to the City confirmation of coverage renewal via an updated 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 Applicant's insurance policies.

The Applicant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Applicant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Applicant's responsibility to ensure that any and all of the Applicant's independent Applicants and sub-contractors comply with these insurance requirements. All coverages for independent Applicants and sub-contractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

6. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager or his designee. Resolution of any such challenge

shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Reimbursement of expenses.

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the City Manager or his designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

8. Public Records.

This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2023), and as may be amended or revised, or as otherwise provided by law.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

9. Notices.

(a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.

(b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail,

postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Greg Chavarria
City Manager
City Fort Lauderdale
101 NE Third Avenue, Suite 2100
Fort Lauderdale, FL 33301

With a copy to: Thomas J. Ansbro
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1605
Fort Lauderdale, Florida 33301

AS TO APPLICANT: WAR MEMORIAL BENEFIT CORPORATION
Attn: Bryce Hollweg
One Panther Parkway
Sunrise, FL 33323

10. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager or his designee, shall have the authority to suspend all or any part of the Event when the City Manager or his designee determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

11. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees

that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.

- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

12. Indemnification.

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

13. Limitation of Liability.

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023).

14. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

15. Venue.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.

DAVID R. SOLOMAN
City Clerk

GREG CHAVARRIA
City Manager

Approved as to form and correctness:
THOMAS J. ANSBRO, City Attorney

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

WAR MEMORIAL BENEFIT CORPORATION, a Florida profit corporation.

Signature

By: _____
BRYCE HOLLWEG
Chief Operating Officer

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by **BRYCE HOLLWEG**, as Chief Operating Officer of **WAR MEMORIAL BENEFIT CORPORATION**, a Florida profit corporation.

[SEAL]

(Signature of Notary Public- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT 1

Schedule 1

Applicant: War Memorial Benefit Corporation

Event Name: Baptist Health Ice Plex Grand Opening Celebration

Event Date/Time: Saturday, April 6, 2024 (8:00am – 3:00pm)

Setup Date/Time: Friday, April 5, 2024 (12:00pm – 5:00pm)

Breakdown Date/Time: Friday, April 6, 2024 (3:00pm – 4:00pm)

Location: 800 NE 8th Street, Fort Lauderdale, FL 33304

Road Closing: No

Alcohol: No

Amplified Music: Saturday, April 6, 2024 (10:00am – 3:00pm)

Special Permission: No

Insurance Required: Yes

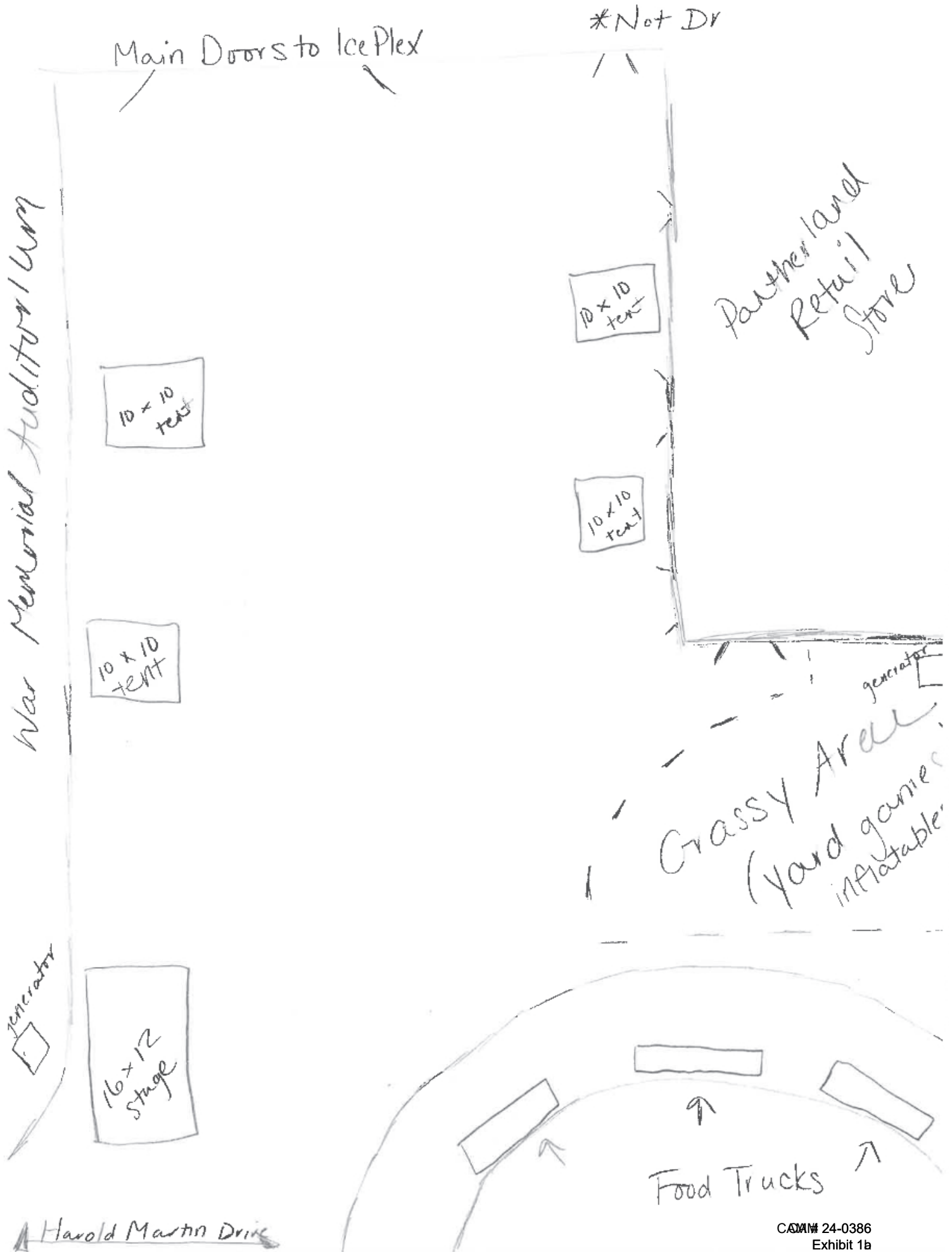
Banners: No

Pending Code Violations: No

Application Fee: \$1000

Beach Usage Fee: N/A

EXHIBIT 2



April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1	2	3	4	5 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304)) 6:00pm Food in Motion (Esplanade Park (400 6:00pm Friday Dining in the Streets (South	6 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304))
7 5:30am MASS District Events (Flagler Village Area: (Fort 11:00am (City Event) Jazz Brunch (Esplanade Park (400	8	9	10	11	12 5:30am MASS District Events (Flagler Village Area: (Fort 6:00pm Friday Dining in the Streets (South Side of NW 33rd	13 4:00am Las Olas Triathlon (Las Olas Oceanside Park (3000 5:30am MASS District Events (Flagler Village Area: (Fort
14 5:30am MASS District Events (Flagler Village Area: (Fort 3:00pm Igloo Cooler Fest (Mills Pond Recreation Park (2201	15	16	17	18	19 5:30am MASS District Events (Flagler Village Area: (Fort 6:00pm Food in Motion (Esplanade Park (400 6:00pm Friday Dining in 7:30pm American Lung	20 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304))
21 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304))	22	23	24	25	26 6:00pm Friday Dining in the Streets (South Side of NW 33rd Street (between A1A and 33 Ave))	27 6:00pm Social Distortion / Bad Religion (37 SW 3rd Ave, Fort Lauderdale, FL 33312 (ASTA Parking Lot))
28 6:00am 2024 Walk Like MADD & MADD Dash Fort Lauderdale 5K 12:00pm Alawda Family Picnic (Las Olas Oceanside Park (3000	29	30	May 1	2	3	4



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0386

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

FROM: Greg Chavarria, City Manager 
Greg Chavarria (Apr 1, 2024 10:17 EDT)

DATE: April 2, 2024

TITLE: **WALK ON** - Motion Approving an Event Agreement for Baptist Heath Ice Plex Grand Opening Celebration - **(Commission District 2)**

Recommendation

Staff recommends the City Commission considers an event agreement, in substantially the form attached, with War Memorial Benefit Corporation and, if approved, authorize the City Manager to execute the agreement.

Background

City staff has been working closely with the event organizer regarding event topics, such as logistics, maintenance, and security as detailed below. The Police Department recommends approval of the closing of the City streets where appropriate, and event parking has been satisfactorily arranged. When applicable, amplified music was discussed, and the event organizers were advised of the noise ordinance and possible concerns.

The organizer will pay for all event costs and submit the required certificates of insurance. The event organizer will also secure all other necessary permits and licenses that are required from other agencies. Civic and merchant associations have been notified, as appropriate, regarding events in their respective areas. Specific event details are included in each event application as attached.

Due to numerous outdoor events on April 6, 2024, including Tortuga Music Festival, Inter-Miami Soccer game and the Orchid Festival, there are insufficient staffing resources to be able to assist with this event.

Where applicable, the City Commission authorizes amplified music for the events listed below.

Authorization for the execution of the event agreement is contingent upon the City Attorney's Office receiving and approving a validly executed agreement.

Event 1: Baptist Health Ice Plex Grand Opening Celebration (District 2)	
Applicant:	War Memorial Benefit Corporation
Date/Time:	Saturday, April 6, 2024 (8:00am – 3:00pm)
Location:	800 NE 8 th Street – Baptist Health Ice Plex
Set Up Date/Time:	Friday, April 5, 2024 (12:00pm – 5:00pm)
Breakdown Date/Time:	Saturday, April 6, 2024 (3:00pm – 4:00pm)
Road Closing:	No
Alcohol:	No
Amplified Music:	Yes (10:00AM – 3:00PM)
Special Permission:	Amplified Music/Extended Road Closure - No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$1,000

Resource Impact

Revenue related to these agreements is included in the FY 2024 operating budget in the accounts listed below.

<i>Funds available as of March 4, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-574-347-200-PKR029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$90,000	\$13,750	\$1,000
TOTAL AMOUNT ►					\$1,000

Strategic Connections

This item is a 2024 Commission Priority, advancing the Public Places initiative.

This item supports the 2029 Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

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

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachments

Exhibit 1 – Baptist Health Ice Plex Grand Opening Celebration Application
Exhibit 1a - Baptist Health Ice Plex Grand Opening Celebration Site Plan
Exhibit 1b - Baptist Health Ice Plex Grand Opening Celebration Agreement
Exhibit 2 – April 2024 Special Events Calendar

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation



CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Date Application Received

3/27/2024

Staff Initials CB

Submit **COMPLETED Application, Site Plan, Site Plan Narrative & Application Fee AT LEAST 60 DAYS PRIOR TO YOUR EVENT.** All sections must be completed, application signed and all pages initialed by the applicant. Incomplete applications will be returned to applicant. After you submit the application **with your fee** you will be contacted to meet with the Special Events team to review:

1. Facility/Location requested
2. Compliance with City ordinances
3. Special permits required
4. Other Charges for City Services
5. Security requirements
6. Environmental issues/effects on surrounding areas
7. Maintenance of Traffic Plan

Application Fee (non-refundable)

- \$200 - 90 days before event
- \$1,000 - 60-89 days before event

Riverwalk District Refundable Compliance/Security deposit

- First/Second time event - \$1,500/day
 - Third/Fourth time event - \$1,000/day
 - Fifth time or more event - \$500/day
- (see Part V: Riverwalk District Outdoor Events)

PART I: EVENT REQUEST

Event Name Baptist Health Ice Plex Grand Opening Celebration

Purpose of event (check one) Fundraiser Awareness Recreation Other _____

Type of Event Minor Event Intermediate Event Major Event Legacy

Minor Event (Commission approval required) - Sustained attendance of 500 or less with a road closure, music exemption or alcohol.

Administrative Approval - Minor event with sustained attendance of 500 or less with no road closures, music exemptions or alcohol.

Intermediate Event (Commission approval required) - Sustained attendance between 501 & 5,000.

Major event (Commission approval required) - Sustained attendance over 5,000.

Legacy Events - 2+ years in good standing

Expected maximum attendance 2500 Expected sustained attendance 500-1000

Has this event been held before? No Yes **List past dates, locations and attendance:**

Detailed Description (Activities, Vendors, Entertainment, etc.)

2-3 Food Trucks, Baptist Health activation tables, video games, yard games, Downie house, live band/DJ

Location 800 NE 8th Street Ft. Lauderdale, FL 33304

Is event located directly on the beach? No Yes *\$500/day fee including setup and breakdown days.

Date and Time	START DATE	END DATE	START TIME	AM/PM	END TIME	AM/PM	ATTENDANCE
SETUP	<u>4/5</u>	<u>4/5</u>	<u>12</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>5</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>20</u>
EVENT DAY(S)*	<u>4/6</u>	<u>4/6</u>	<u>8</u>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<u>3</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>500</u>
BREAKDOWN	<u>4/6</u>	<u>4/6</u>	<u>3</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>4</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>-20</u>

*Supply additional information if event times vary or events are on non-contiguous days:

PART II: APPLICANT

Organization Name War Memorial Benefit Corporation

For-Profit Non-profit Private (as registered in Sunbiz) *Submit your Sunbiz registration.

Name of Authorized Signatory Bryce Hollweg Phone 954-835-7720

Federal ID # 83-3968999 Date registered 12/10/18 State registered in FL

Address One Panther Parkway City, State, Zip Sunrise, FL 33323

Email Hollweg B@floridapanthers.com

Two Authorizing Officials for the Organization

Name James Suh Title CFO Phone 954-835-7830

Name Michael Romano Title VP, Finance Phone 954-835-7023

Event Coordinator Name Nicole Meloff Will you be on-site? Yes No

Title SVP, Special Projects Phone 954-6965940 Cell _____

E-mail address MeloffN@floridapanthers.com

Additional Contact Name Matt Tamindzija Will you be on-site? Yes No

Title VP, Event Services Phone 305-783-7495 Cell _____

E-mail address TamindzijaM@floridapanthers.com

Event Production Company *If other than applicant NA

Contact Name _____ Phone _____ Cell _____

E-mail address _____

PART III: EVENT INFORMATION

Admission/Registration No Yes How Much? _____

Advertising/Promotion No Yes How? Email, Social, Broadcast

Alcohol for Sale No Yes Alcohol for Free No Yes
How will the beverages be controlled & served? (Draft truck, bar tender, beer tub, etc.)

*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability Insurance 30 days before event.

Amusement Rides No Yes Bounce Houses No Yes What type of rides are you planning?

Possible bounce house / inflatable rink
for slap shot games, inflatable chair
for photos.

Name and contact of company _____
*Florida Bureau of Fair Rides (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Rev. 03/2023 Applicant initials NM Staff initials CB

Electricity No Yes Generators No Yes What size? 60amp/110v
*Generators above a certain size must be permitted.

Company: _____ License #: _____

Name of electrician: _____ Phone: _____

Entertainment No Yes What type of entertainment will be there? Any notable performers?

Local Live Band & DJ

Fencing & Barricades No Yes Name & contact of company: _____

*Include proposed fences in your Site Plan & Narrative along with egress and ingress points. An architectural design may be required for maximum occupancy.

Fireworks & Flame Effects No Yes Name & contact of company: _____

*A permit and Fire Watch is required for all pyrotechnics displays. Contact firemarshal@fortlauderdale.gov or FireSpecialEvents@fortlauderdale.gov

Food Vendors No Yes Food Trucks No Yes Cooking On Site No Yes

*State Health Department at (954) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours cost will cost \$75 per hour.

Music No Yes Soundproofing equipment? No Yes

What music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc.)

Live Band / DJ

*Amplified music is required to end by 9:00pm (Sunday - Thursday) and 10:00pm on Friday and Saturday

List the type of equipment you will use: (speakers, amplifier, drums, etc.) DJ mixing table

16 x 12 stage, speakers, full band w/ drums, guitar,

Days & times music will be played: Sat (4/6) 10AM-3PM. bass + keybe

How close is the event to the nearest residence? located

*It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact No Yes List parking lots/spaces impacted with dates & times:

*Snyder Park Fees Parking spaces at Snyder Park will be billed at \$30.00/day per space equaling \$14,100.00 per day.

Use of general grassy area across from WM facility & public parking.

*All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event, if you have any parking questions 954-828-3763.

Road Closings No Yes List roads to be closed with dates & times of closures: *Road Closures require a Maintenance of Traffic (MOT) Plan through Transportation & Mobility Dept. Contact 954-828-4997 or MOT@fortlauderdale.gov.

Company Name _____ Contact _____ Phone _____

Bridge Closings

No

Yes

Bridge location(s)? _____

Date(s) of Closure? _____

Time(s) of Closure? _____

*Events that impact Andrews Avenue and 3rd Avenue must be approved by Broward County Highway Construction and Engineering Division. For more information call 954-577-4571. Closing a bridge requires submitting the United States Coast Guard issued Bridge Closure Approval Letter with the application for each bridge affected.

Sanitation & Waste

Managed by IcePlex services/housekeeping

*Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name _____

Contact _____

Phone _____

*All grounds must be cleaned up immediately after completion of event or you will be subject to fees. This includes emptying and re-lining all garbage receptacles. All garbage must be removed from the event site completely. You are responsible for securing recycling services.

Security/Police

No

Yes

Who is your Police contact for officers & security planning?

Name _____

Phone _____

*Security companies and their plans must be approved and you may still be required to hire City Police. See Part IV below.

Security Company _____

Contact _____

Phone _____

Tents or Canopies

No

Yes

Quantity & size of each? _____

*The Site Plan must show the locations and sizes of each canopy or tent. No penetration of ground spike is allowed. All structures must be water-weighted.

(6) 10 x 10 tents

Tents larger than 10 x 10 require a permit. Tent permits are obtained through the Development Services Department (DSD) Building Services Division. Contact (954) 828-6520 with any questions. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are Tents with walls.

Company Name _____

Contact _____

Phone _____

Toilets

No

Yes

*All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Contact the Broward County Environmental Manager at 954-412-7334.

Transportation Plan

No

Yes

*Events larger than 5,000 people must have an approved Transportation Plan. If you have any questions contact 954-828-3763.

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, MOT, transportation plan and any additional information requested during your Special Events meeting.

If Fire Rescue or Police staff are scheduled for the event then a minimum of four (4) hours for each Fire Rescue staff and a minimum of three (3) hours for each Police staff will be charged. Fire Rescue also charges 45 minutes to set up and 45 minutes to break down for each event. If the event is canceled then an event representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

The hourly rate and costs for services are invoiced to the Event Coordinator by individual departments (must be paid within 30 days) except for major events where the City will require an escrow. The cost may change after the meeting.

On-site Contact Name Gerald Roberts Phone 954-495-5327

Fire Prevention and Emergency Medical Services

Fire Rescue may need to inspect your event or provide services based on your Building Permit, expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. When you complete your Building Permit Form with Development Services Department (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. For questions call the Fire Marshal at (954) 828-6370.

Rev. 03/2023

Applicant initials ARM Staff initials CB

Police

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. Depending on your event it may be possible to supplement some of the City Police services with a private third-party security company if their security plan is approved by the City Police department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

If a Fort Lauderdale Police vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of one million dollars (\$1,000,000) must be provided.

PART V: RIVERWALK DISTRICT OUTDOOR EVENTS

Riverwalk Fort Lauderdale, Inc. oversees all outdoor events within the Riverwalk District (outlined below) held on public land, public right-of-way and at all City parks including the Riverwalk Park, Esplanade Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park and Laura Ward Plaza.

Riverwalk Event Requirements:

- 1. Refundable Security/Compliance deposit (outlined on page 1) made payable to Riverwalk Fort Lauderdale
- 2. Site Visit
- 3. Certificate of Insurance for Riverwalk Fort Lauderdale
- 4. Riverwalk Event Checklist
- 5. Riverwalk Event Rules & Regulations
- 6. Other documents as determined based on your application and City requirements

After your application is submitted, contact the Riverwalk Parks Operation Manager at 954- 468-1541 x 205.



PART VI : APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater or two million dollars (\$2,000,000) if bounce houses are part of the event, or as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

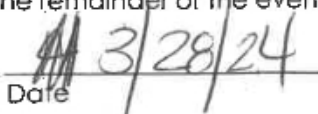
I understand that the City of Fort Lauderdale Police department will determine all security requirements and that the City of Fort Lauderdale Fire Rescue department will determine all fire and Emergency Medical Services requirements.

I understand that any cancelations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that I may be required to provide a deposit based on historical performance or lack thereof.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.


Event Applicants signature


Date

PART VII: SUBMISSION

Email application and plans to: bhenry@fortlauderdale.gov

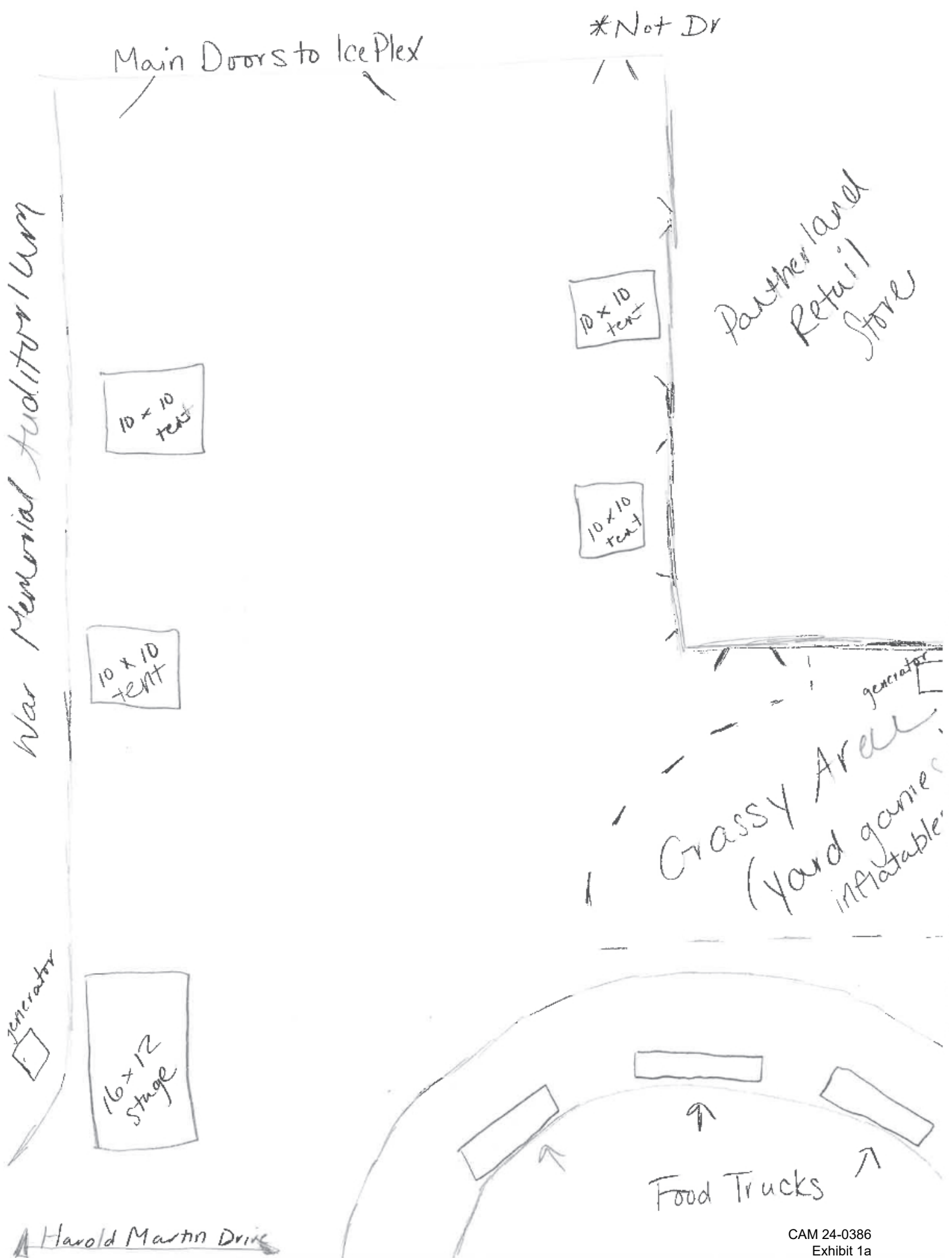
Include these plans with application for:

1. ALL events - **Event Site Plan & Narrative** – show stages, restrooms, fencing, tents etc.
2. Closed Roads - **Maintenance of Traffic Plan** – show barricades, directions, cones, etc.
3. 5000+ people - **Transportation Plan** – show transportation options for attendees.
4. Security needs – **Security Plan** – detail how event coordinator will manage security.
5. Riverwalk District Events – **Refundable Security/Compliance Deposit** and other documents outlined in Part V: Riverwalk District Outdoor Events.

Mail application fee (payable to **City of Fort Lauderdale**) to:

Brittany Henry, Special Events Coordinator
701 S. Andrews Fort Lauderdale, FL 33316

For assistance or questions about the outdoor event process please contact 954-828-4349 or 954-828-5349.



Main Doors to Ice Plex

*Not Dr

War Memorial Auditorium Way

Pantherland Retail Store

10 x 10 tent

10 x 10 tent

10 x 10 tent

10 x 10 tent

generator

16 x 12 Stage

generator
Grassy Area
yard games
inflatable

Harold Martin Drive

Food Trucks

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as “City”),

and

WAR MEMORIAL BENEFIT CORPORATION, a Florida profit corporation, with its principal address located at One Panther Parkway, Sunrise, Florida 33323 (hereinafter referred to as “Applicant” or “Sponsor”).

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on April 2, 2024, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Recitals and Effective Date.

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the outdoor events titled, “**BAPTIST HEALTH ICE PLEX GRAND OPENING CELEBRATION**” (referred to hereinafter as the “Event”), only at the location(s) and time(s) set forth in the attached Schedule 1 (“Exhibit 1”) and Site Map (“Exhibit 2”) (if applicable), which are attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings or canopies, in advance of the Event, the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) The Applicant shall pay for the expense of all city services provided as a result of the Event identified by City staff prior to the Event. In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (9) In advance of the Event the Applicant shall submit a written plan to the City's City Manager's Office that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's City Manager's Office has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (10) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages, or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

4. Outdoor Event Site.

The City does not warrant that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager or his designee.

5. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Applicant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as limiting the Applicant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent Applicants.

The City, a Florida municipal corporation, 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 Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and 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

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or 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 Statutes (2023).

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Applicant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Applicant shall provide to the City a Certificate of Insurance having 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 Applicant 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 or any surviving obligation of the Applicant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Applicant 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 of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Applicant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Applicant 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 Applicant's expense.

If the Applicant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Applicant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Applicant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Applicant that excludes coverage required in this Agreement 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, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Applicant must provide to the City confirmation of coverage renewal via an updated 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 Applicant's insurance policies.

The Applicant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Applicant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Applicant's responsibility to ensure that any and all of the Applicant's independent Applicants and sub-contractors comply with these insurance requirements. All coverages for independent Applicants and sub-contractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

6. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager or his designee. Resolution of any such challenge

shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Reimbursement of expenses.

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the City Manager or his designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

8. Public Records.

This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2023), and as may be amended or revised, or as otherwise provided by law.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

9. Notices.

(a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.

(b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail,

postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Greg Chavarria
City Manager
City Fort Lauderdale
101 NE Third Avenue, Suite 2100
Fort Lauderdale, FL 33301

With a copy to: Thomas J. Ansbro
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1605
Fort Lauderdale, Florida 33301

AS TO APPLICANT: WAR MEMORIAL BENEFIT CORPORATION
Attn: Bryce Hollweg
One Panther Parkway
Sunrise, FL 33323

10. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager or his designee, shall have the authority to suspend all or any part of the Event when the City Manager or his designee determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

11. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees

that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.

- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

12. Indemnification.

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

13. Limitation of Liability.

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023).

14. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

15. Venue.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.

DAVID R. SOLOMAN
City Clerk

GREG CHAVARRIA
City Manager

Approved as to form and correctness:
THOMAS J. ANSBRO, City Attorney

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

WAR MEMORIAL BENEFIT CORPORATION, a Florida profit corporation.

Signature

By: _____
BRYCE HOLLWEG
Chief Operating Officer

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by **BRYCE HOLLWEG**, as Chief Operating Officer of **WAR MEMORIAL BENEFIT CORPORATION**, a Florida profit corporation.

[SEAL]

(Signature of Notary Public- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT 1

Schedule 1

Applicant: War Memorial Benefit Corporation

Event Name: Baptist Health Ice Plex Grand Opening Celebration

Event Date/Time: Saturday, April 6, 2024 (8:00am – 3:00pm)

Setup Date/Time: Friday, April 5, 2024 (12:00pm – 5:00pm)

Breakdown Date/Time: Friday, April 6, 2024 (3:00pm – 4:00pm)

Location: 800 NE 8th Street, Fort Lauderdale, FL 33304

Road Closing: No

Alcohol: No

Amplified Music: Saturday, April 6, 2024 (10:00am – 3:00pm)

Special Permission: No

Insurance Required: Yes

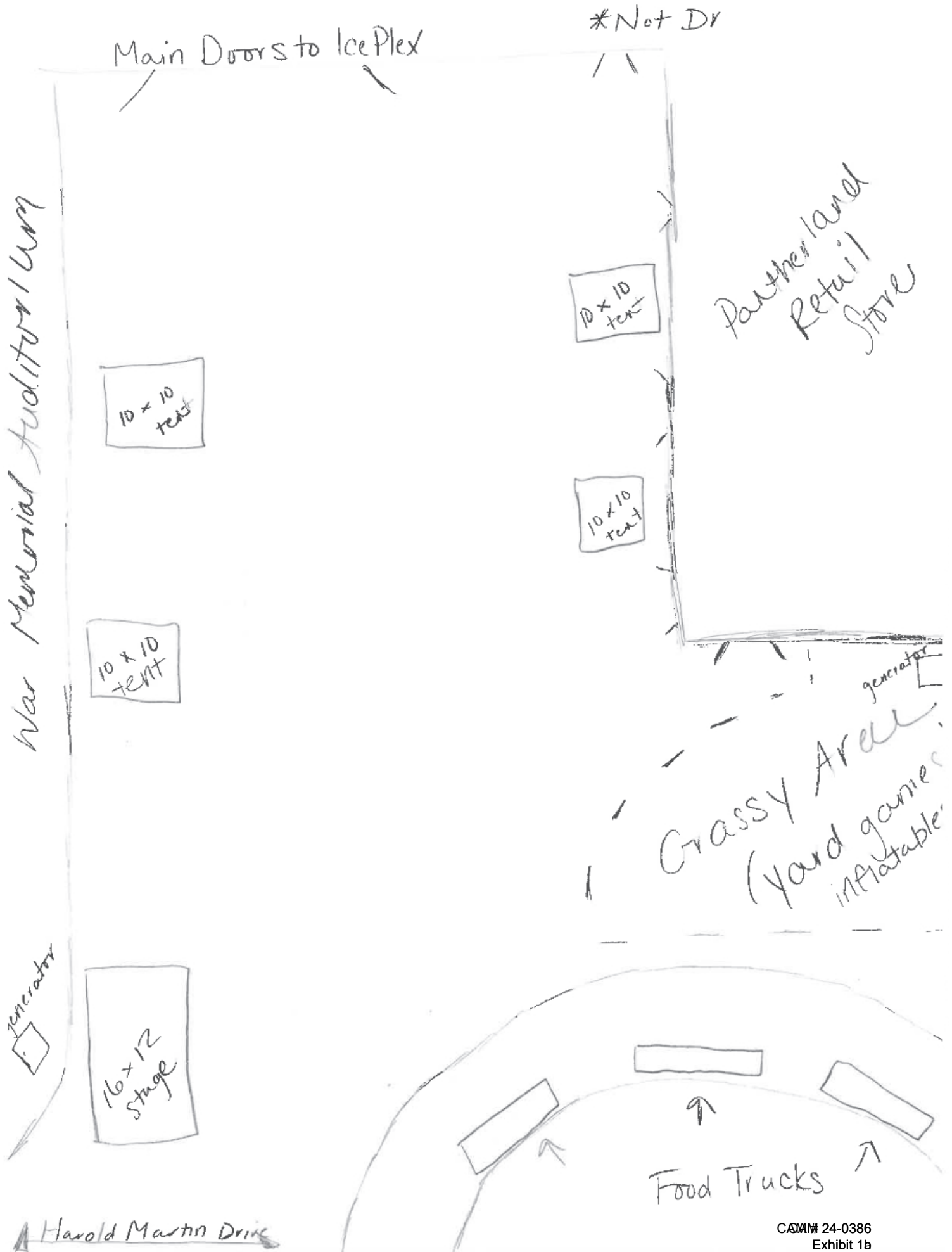
Banners: No

Pending Code Violations: No

Application Fee: \$1000

Beach Usage Fee: N/A

EXHIBIT 2



April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1	2	3	4	5 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304)) 6:00pm Food in Motion (Esplanade Park (400 6:00pm Friday Dining in the Streets (South	6 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304))
7 5:30am MASS District Events (Flagler Village Area: (Fort 11:00am (City Event) Jazz Brunch (Esplanade Park (400	8	9	10	11	12 5:30am MASS District Events (Flagler Village Area: (Fort 6:00pm Friday Dining in the Streets (South Side of NW 33rd	13 4:00am Las Olas Triathlon (Las Olas Oceanside Park (3000 5:30am MASS District Events (Flagler Village Area: (Fort
14 5:30am MASS District Events (Flagler Village Area: (Fort 3:00pm Igloo Cooler Fest (Mills Pond Recreation Park (2201	15	16	17	18	19 5:30am MASS District Events (Flagler Village Area: (Fort 6:00pm Food in Motion (Esplanade Park (400 6:00pm Friday Dining in 7:30pm American Lung	20 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304))
21 5:30am MASS District Events (Flagler Village Area: (Fort Lauderdale, FL 33304))	22	23	24	25	26 6:00pm Friday Dining in the Streets (South Side of NW 33rd Street (between A1A and 33 Ave))	27 6:00pm Social Distortion / Bad Religion (37 SW 3rd Ave, Fort Lauderdale, FL 33312 (ASTA Parking Lot))
28 6:00am 2024 Walk Like MADD & MADD Dash Fort Lauderdale 5K 12:00pm Alawda Family Picnic (Las Olas Oceanside Park (3000	29	30	May 1	2	3	4