

③ 8/25/14  
#2, #4, + #6  
**DOCUMENT ROUTING FORM**

missing # 1, 3 & 5

NAME OF DOCUMENT: Motion approving event agreements and related road closings: Tarpon Bend Anniversary Party, Downtown Himmarshee Labor Day Celebration, Tunnel to Towers, Glam-A-Thon, South Florida Walk for the Animals and Michelob Ultra 13.1 Fort Lauderdale Half Marathon & 5K

Approved Comm. Mtg. on August 19, 2014 CAM# 14-0955

ITEM: ☐ CM - 2 ☐ PH - ☐ O - ☐ CR - ☐ R

Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER

Also attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originals

By: forwarded to:  
Initials

1.) Approved as to Content:   
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by Date:  
Finance Director

Amount Required by Contract/Agreement \$ Dept./Div.

FUNDING SOURCE: Index/Sub-object Project #

3.) City Attorney's Office: Approved as to Form # Originals to City Mgr. By:

Cynthia Everett	_____	Cole Copertino	_____	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
_____	_____	DJ Williams-Persad	_____		_____

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # originals to Mayor.

6.) Mayor: Please sign as indicated and forward # originals to Clerk.

7.) To City Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: retains original document and forwards \_\_\_\_\_ original documents to \_\_\_\_\_

☐ Copy of document to Carla Foster, CAO ☒ Original Route form to Carla Foster, CAO

☐ Attach \_\_\_\_\_ certified copies of Reso. # ☐ Fill-in date

2014 SEP 25 AM 8:36

Clerk's Office

**CITY OF FORT LAUDERDALE**  
**OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State  
of Florida, referred to hereinafter as "City",

and

LTF TRIATHLON SERIES, LLC., a foreign limited liability company  
organized under the laws of Florida, whose principal place of business is  
2902 Corporate Place, Chanhassen, MN 55317 and who is referred to  
hereinafter 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 AUGUST 19, 2014, 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:

The foregoing recitals are true and correct, and:

**1. Effective Date.**

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 "MICHELOB ULTRA 13.1 FORT LAUDERDALE HALF MARATHON & 5K" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One and Site Map, which is 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) 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) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (10) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (11) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, 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 Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (12) If the event includes the sale, possession, or consumption of alcohol within the beach area, the Applicant shall submit:
  - (1) a written plan designating the event dates and hours for sale of alcoholic beverages, and
  - (2) a written plan for enclosing, restricting or controlling access to the special event area, which must be approved by the police, Parks and Recreation Departments and any other governmental agency that may have jurisdiction;

**4. Outdoor Event Site.**

The City does not warranty 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.

**5. 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 Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**6. 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 Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**7. Authority of the City of Fort Lauderdale City Manager.**

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director 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.

**8. 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.

**9. 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 Article 768.28, Florida Statutes.

**10. 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.

**11. Venue.**

Venue to enforce the provisions of this agreement shall be Broward County, Florida.

**12. Incorporation.**

This Outdoor Event Agreement, together with the attached Schedule One and Site Map, 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.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the 17<sup>th</sup> day of August, 2015

WITNESSES:

Jeunette A. Johnson  
Jeunette A. Johnson  
[Witness print/type name]

Donna M. Samuda  
DONNA M. SAMUDA  
[Witness print/type name]

CITY OF FORT LAUDERDALE

[Signature]  
Mayor

[Signature]  
City Manager

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney



WITNESSES:

LTF TRIATHLON SERIES, LLC.

[Signature]

Gladys Cueto

[Witness print/type name]

[Signature]

Frankie Ruiz

[Witness print/type name]

By

[Signature]

Meryl Leventon, Event manager

[Print/type name and title]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Secretary

STATE OF FLORIDA:

COUNTY OF MIAMI - DADE :

The foregoing instrument was acknowledged before me this 29 day of September, 2014, by Meryl Leventon, as Event Manager of LTF TRIATHLON SERIES, LLC. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

[Signature]

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

ANA MARIA PEREZ

Name of Notary Typed, Printed

**Ana Maria Perez**  
COMMISSION # FF 137953  
EXPIRES: JUL 01, 2018  
EMPLOYED THRU  
LTF TRIATHLON SERIES, LLC

My Commission Expires: July 1, 2018

FF 137953

Commission Number

### **SCHEDULE ONE**

- 1 Name of Applicant: LTF Triathlon Series, LLC
- 2 Name of Outdoor Event: Michelob Ultra 13.1 Fort Lauderdale Half Marathon & 5K
- 3 Date of Setup: Saturday, November 8, 2014
- 4 Time of Setup: 7:00am
- 5 Date of Event: Sunday, November 9, 2014
- 6 Time of Event: 6:30am- 11:00am
- 7 Date of Breakdown: Sunday, November 9, 2014
- 8 Time of Breakdown: 1:00pm
- 9 Event Location: Start- SW 1st st & SW 2nd Ave- Finish- Fort Lauderdale Beach  
Park- 1100 Seabreeze Blvd
- 10 Road Closings: Yes- see attached race route
- 11 Alcohol: Yes

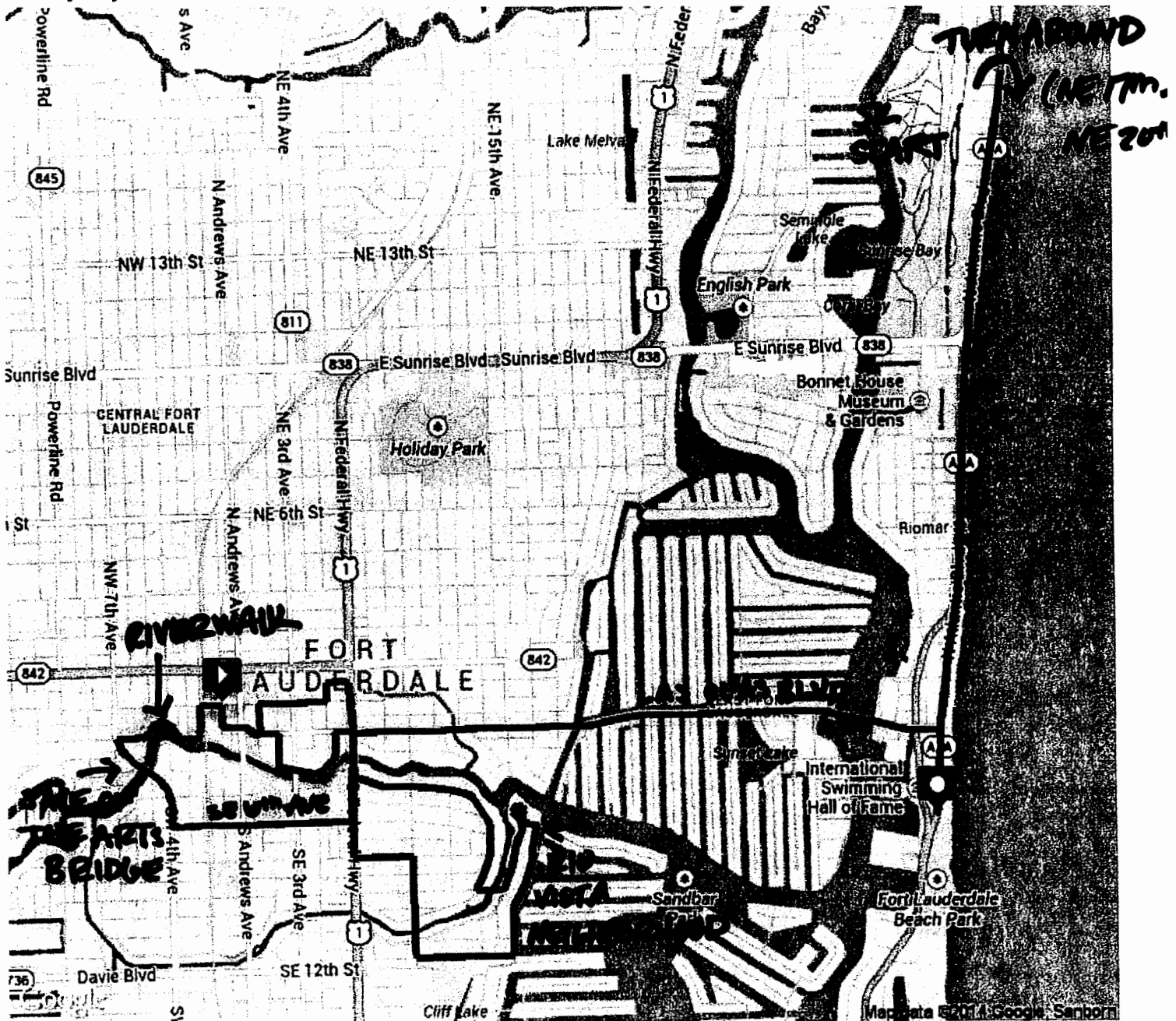


### 13.1 FTL - 2014 Re Route Option 1A

Distance: 13.21 mi

Elevation: 124.67 ft (Max: 91.86 ft)

mapmyrun



ELEVATION (ft)



Miles

Copyright (c) 2014 MapMyFitness Inc.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name**Foreign Limited Liability Company

LTF TRIATHLON SERIES, LLC

Filing Information

<b>Document Number</b>	M14000003717
<b>FEI/EIN Number</b>	208185939
<b>Date Filed</b>	05/23/2014
<b>State</b>	DE
<b>Status</b>	ACTIVE

Principal Address2902 CORPORATE PLACE  
CHANHASSEN, MN 55317Mailing Address2902 CORPORATE PLACE  
CHANHASSEN, MN 55317Registered Agent Name & AddressNRAI SERVICES, INC.  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324Authorized Person(s) Detail**Name & Address**

Title S

SPOLAR, JAMES  
2902 CORPORATE PLACE  
CHANHASSEN, MN 55317Annual Reports**No Annual Reports Filed**Document Images05/30/2014 -- Foreign Limited [View image in PDF format](#)

M14 0000003717

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

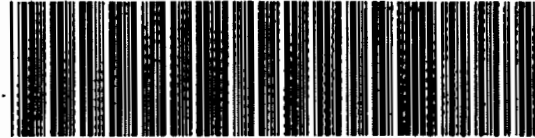
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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05/23/14--01025--015 \*\*160.00

FILED  
14 MAY 23 AM 9:14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: LTF TRIATHLON SERIES, LLC  
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

JAMES SPOLAR

Name of Person

LIFE TIME FITNESS

Firm/Company

2902 CORPORATE PLACE

Address

CHANNASSEN, MN 55317

City/State and Zip Code

LICENSING @ LIFETIME FITNESS . COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Edward Schultz

Name of Contact Person

at ( 952 ) 229 - 7347

Area Code

Daytime Telephone Number

**MAILING ADDRESS:**

Division of Corporations  
Registration Section  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET ADDRESS:**

Division of Corporations  
Registration Section  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &  
Certificate of Status

☐ \$155.00 Filing Fee &  
Certified Copy

☒ \$160.00 Filing Fee, Certificate  
of Status & Certified Copy

EPS  
3-6-14

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO  
TRANSACTION BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A  
FOREIGN LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:*

1. LTF TRIATHLON SERIES, LLC  
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. DELAWARE 3. 20-8185939  
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. 5-6-2014  
(Date first transacted business in Florida, if prior to registration.)  
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

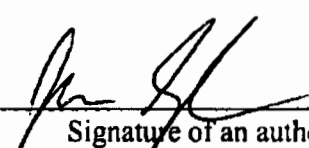
5. 2902 CORPORATE PLACE  
CHANHASSEN, MN 55317  
(Street Address of Principal Office)

6. 2902 CORPORATE PLACE  
CHANHASSEN, MN 55317  
(Mailing Address)

7. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

JAMES SPOLAR, SECRETARY  
2902 CORPORATE PLACE  
CHANHASSEN, MN 55317

8. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

  
Signature of an authorized person

(In accordance with section 605.0203, F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

JAMES SPOLAR  
Typed or printed name of signee

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 605.0113 or 605.0902 (1)(d), FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

LTP TRIATHLON SERIES, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

NRAI SERVICES, INC.

(Name)

1200 SOUTH PINE ISLAND ROAD

Florida Street Address (P.O. Box NOT ACCEPTABLE)

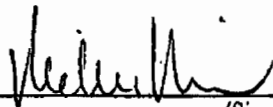
PLANTATION

FL

33324

City/State/Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.*



(Signature)

**Michele Miller  
Assistant Secretary**

14 MAY 3 PM 2:14  
STATE  
TALLAHASSEE  
FLORIDA

FILED

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LTF TRIATHLON SERIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

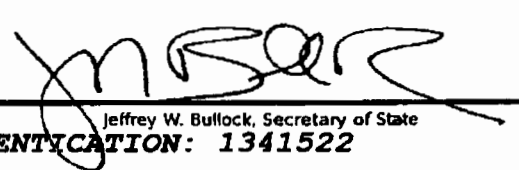
FILED  
14 MAY 23 PM 9:14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



4281553 8300

140554498

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1341522

DATE: 05-02-14

# Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: July 8, 2014

Re: Request for Event Agreement

Michelob Ultra 13.1 Fort Lauderdale Half Marathon & 5K Please ask your staff to prepare an event agreement for the above named event. Attached to this memo is the application, proof of corporate identification and Schedule 1, which should be attached to the agreement as an exhibit. In addition, the following City Departments have reviewed and approved the plans:

PD City Police Department has reviewed the application and requires does not require the applicant to pay for security personnel for crowd control and traffic direction purposes.

KS City Fire Department has reviewed the application and approved the proposed safety and staffing plan (contingent upon compliance with the Florida Fire Prevention Code and passing any required inspections). *\* pending Risk Management Approval \**

VGZM. City Risk Manager has reviewed and approved the Certificate of Insurance.  
comprehensive general liability insurance, one million dollars (\$1,000,000).

VGZM. liquor liability insurance, five hundred thousand dollars (\$500,000).  
City Building Department has reviewed and approved the proposed use of temporary structures and electrical facilities.

VGZM. City Parks and Recreation Department has reviewed and approved the proposed set-up, clean-up plan.

JA Other City Department: TM has reviewed and approved the proposed plan.

Please contact me at (954) 828-6075 if you have any questions. Thank you.