

City of Fort Lauderdale



Meeting Minutes

Tuesday, February 2, 2021

6:00 PM

**City Hall - City Commission Chambers
100 North Andrews Avenue, Fort Lauderdale, FL 33301**

Access Meeting Via:

<https://fortlauderdale.legistar.com/Calendar.aspx>

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Cable Television - Comcast Channel 78 and AT&T U-verse Channel 99

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor

STEVEN GLASSMAN Vice Mayor - Commissioner - District II

HEATHER MORAITIS Commissioner - District I

ROBERT L. McKINZIE Commissioner - District III

BEN SORENSEN Commissioner - District IV

CHRIS LAGERBLOOM, City Manager

JOHN HERBST, City Auditor

JEFFREY A. MODARELLI, City Clerk

ALAIN E. BOILEAU, City Attorney

CALL TO ORDER

Mayor Trantalis called the meeting to order at 6:05 p.m.

MOMENT OF SILENCE

Mayor Trantalis announced a *Moment of Silence* in memory of Federal Bureau of Investigation (FBI) FBI Special Agent Laura Schwartzenberger and FBI Special Agent Daniel Alfin killed in the line of duty earlier today in the City of Sunrise.

Mayor Trantalis noted the upcoming 25th Anniversary of the February 9, 1996 incident involving Fort Lauderdale Beach Clean-up Staff in remembrance of those who lost their lives.

Pledge of Allegiance

Mayor Dean J. Trantalis

ANNOUNCEMENT

Mayor Trantalis announced details regarding the virtual format of this meeting, including how members of the public can view and participate.

ROLL CALL

Present: 5 - Commissioner Heather Moraitis, Vice Mayor Steven Glassman (participated telephonically), Commissioner Robert L. McKinzie (participated telephonically), Commissioner Ben Sorensen (participated telephonically) and Mayor Dean J. Trantalis

QUORUM ESTABLISHED

Also Present: City Manager Chris Lagerbloom, City Clerk Jeffrey A. Modarelli, City Attorney Alain E. Boileau and City Auditor John Herbst (participated telephonically)

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following modifications to the Agenda:

Additional Exhibit to Agenda Item:

CR-3 Additional Exhibit Attached - Declaration of Covenants

running with land respecting a City issued dock permit items.

This Exhibit is attached to these Minutes.

Approval of MINUTES and Agenda

[21-0175](#)

Minutes for January 21, 2021 Commission Conference Meeting -
(Commission Districts 1, 2, 3 and 4)

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

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner
Moraitis, Vice Mayor Glassman and Mayor Trantalis

PRESENTATIONS

PRES- [21-0155](#)

2020 Police Officers of the Year

1

Interim Police Chief (Interim Chief) Karen Dietrich presented the 2020
Police Officers of the Year Awards to Lieutenant Ron Magno, Sergeant
Robert Smith, Officer Nicky Bruce, Officer Keith Cramer, Officer Justin
Fairburn, Officer James Hayes, and Officer Todd Hill. Interim Chief
Dietrich recounted the heroic actions of these Police Officers.

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

Mayor Trantalis explained the procedure and related details regarding
the manner in which members of the public could speak on Consent
Agenda items.

CR-3:

Mayor Trantalis recognized Taylor Krips, 2901 Ravenswood Road. Mr.
Krips discussed an American with Disability Act (ADA) accommodation
request regarding the dock adjacent to the seawall cap.

Andrew Cuba, Marine Facilities Manager, confirmed the twelve-inch
(12") step-down ADA accommodation was included in the waiver
application and this Resolution.

City Manager Lagerbloom confirmed Staff had addressed the ADA
request.

CONSENT AGENDA

The following Consent Agenda items were pulled by Vice Mayor Glassman for separate discussion:

CM-2, CR-5 and CP-2

CONSENT MOTION**Approval of the Consent Agenda**

Vice Mayor Glassman made a motion to approve the remaining Consent Agenda items and was seconded by Commissioner Sorensen.

Approve the Consent Agenda

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CM-1 [21-0121](#)

Motion Approving an Event Agreement and Music Exemption with Shuck N Dive, Inc. for Mardi Gras - (Commission District 2)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CM-2 [21-0122](#)

Motion Approving an Event Agreement and Related Road Closures with Integrity Multisport Inc. for the Tri Fort Lauderdale Triathlon - (Commission Districts 1 and 2)

Vice Mayor Glassman noted input at the District 2 Pre-Agenda Meeting regarding ensuring awareness of resident road and traffic challenges when construction begins on the *Suntex Marina Project (Project)*. He requested individuals involved in the *Project* address timing and road closure concerns. City Manager Lagerbloom confirmed.

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

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CM-3 [21-0079](#)

Motion Approving Change Order No. 3 Authorizing Additional Design Services for Las Olas Boulevard Corridor Improvement Project - EDSA, Inc. - Amount Not-to-Exceed \$47,500 - (Commission District 2)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CM-4 [21-0141](#)

Motion Approving a First Amendment to Service Agreement with North Broward Hospital District d/b/a Broward Health to Provide Fitness and Wellness Classes at Beach Community Center - (Commission District 1)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CONSENT RESOLUTION**CR-1 [21-0123](#)**

Resolution Authorizing the City Manager to Execute Florida Power & Light ("FPL") Easements Over City-owned Property and Execute an Indemnification and Hold Harmless Agreement - (Commission District 1)

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CR-2 [21-0033](#)

Resolution Approving Second Amendment to the Interlocal Agreement between Broward County and City of Fort Lauderdale For Community Shuttle Service - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CR-3 [21-0041](#)

Resolution for an Application for a Dock Permit for Usage of Public Property by Steven and Judith Altman - Steven & Judith A. Paskoski Trust 1028 SE 13th Terrace - (Commission District 4)

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CR-4 [21-0063](#)

Resolution Reaffirming Support of the Shady Banks and Tarpon River Projects Submitted to the Broward Metropolitan Planning Organization Complete Streets and other Local Initiatives Program Grant - (Commission District 4)

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CR-5 [21-0154](#)

Resolution Reaffirming Support of the Grant Applications Submitted to the Broward Metropolitan Planning Organization Complete Streets and other Local Initiatives Program Grant - (Commission Districts 1 and 2)

Vice Mayor Glassman noted questions regarding this item during the District 2 Pre-Agenda Meeting.

In response to Vice Mayor Glassman's questions, Ben Rogers, Transportation and Mobility (TAM) Department Director, confirmed the *Lakeridge Project* included in this item began in 2011. Plans include a road diet, lane elimination and bike lanes on *NE 15th Street*.

In response to Vice Mayor Glassman's questions, Mr. Rogers explained *Las Olas Boulevard* came under the City's jurisdiction in 2018 as a result of the *Oceanside Park Project*. Plans going forward will address crosswalks, bridges, site lines, etc. Mr. Rogers said the long-term plan would be released soon and confirmed input regarding an immediate need for crosswalks. Staff is working on cost estimates for feasibility and technical details which are expected to be completed in the next few months.

In response to Mayor Trantalis' question, Mr. Rogers explained this item includes addressing street improvements from *Sunrise Boulevard* north to *NE 13th Street*.

Mr. Rogers said there would be synergized funding from the Public Works Department and the *Broward Metropolitan Planning Organization (MPO)* for *NE 15th Street resurfacing*.

Commissioner Moraitis confirmed support of this grant application funding for street improvement efforts in District 1 on *NE 26th Street*.

Mayor Trantalis acknowledged and thanked the MPO for its support.

Vice Mayor Glassman introduced this Resolution which was read by title only.

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

- CR-6 [21-0091](#) Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2021 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CONSENT PURCHASE

- CP-1 [21-0022](#) Motion Approving Agreement for B-22 Pump Station Replacement - Intercounty Engineering Inc.- \$553,644 - (Commission District 1)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

- CP-2 [21-0076](#) Motion Approving Agreement for Operations and Maintenance of Community Shuttle Transit Service- Limousines of South Florida, Inc. - \$3,750,087.84 - (Commission Districts 1, 2, 3 and 4)

In response to Vice Mayor Glassman's questions regarding sending *Community Shuttle Program (Shuttle Program)* routing details to the community, Ben Rogers, Transportation and Mobility (TAM) Department Director, confirmed. Mr. Rogers explained *Shuttle Program* changes due to COVID. Routes remained the same, but hours of service were modified. This item addresses the rate received from *Broward County Transit* and updating leased vehicle inventory from *Broward County*. Residents can view *Shuttle Program* information on the City's website.

In response to Vice Mayor Glassman's questions, Mr. Rogers confirmed *Shuttle Program* vehicles would be clearly marked. The vehicles are leased for \$10 per year and are currently on back-order. They are expected in the next month and will be wrapped in new graphics. Routes in District 2 include a Beach Route and a Las Olas Route that are currently operating on modified schedules.

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

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

- CP-3 [21-0085](#) Motion Approving Agreement for Pool Resurfacing - Riverland Park Pool, Carter Park Pool, Croissant Park Water Playground - VPR

Construction Corporation- \$169,518 - (Commission Districts 3 and 4)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CP-4 [21-0099](#)

Motion Approving Agreement for the Fort Lauderdale Executive Airport Runway Incursion Mitigation - American Infrastructure Services, Inc. - \$749,600 - (Commission District 1)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CP-5 [21-0111](#)

Motion Approving Funding Increase of \$15,000 to Creative Lawn Maintenance LLC, Agreement for Lawn & Property Maintenance - (Commission Districts 2 and 3)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CP-6 [21-0124](#)

Motion Rejecting All Bids for Invitation to Bid No. 12458 -513 and Approval of Agreement for the Purchase of Turf Grass Maintenance Services, NE Quadrant- Bid No. 12473-513- J-MAC Cleaning Services Inc. - \$122,475 - (Commission District 1)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CP-7 [21-0157](#)

Motion Approving Agreement for Automated Fare Collection System- PayByPhone Technologies, Inc. - (Commission Districts 1, 2, 3 and 4)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

MOTIONS

M-1 [21-0113](#)

Motion Approving FY 2021 Beach Business Improvement District (BID) Grant Participation Agreement with Keith Willard Events LLC - \$22,000 - (Commission District 2)

Commissioner Sorensen made a motion to approve this item and was seconded by Commissioner McKinzie.

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

M-2 [21-0114](#)

Motion Approving FY 2021 Beach Business Improvement District (BID) Grant Participation Agreement with Paperless Wizards, LLC - \$10,000 - (Commission District 2)

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

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

M-3 [21-0115](#)

Motion Approving FY 2021 Beach Business Improvement District (BID) Grant Participation Agreement with The Market Company, Inc. - \$19,650 - (Commission District 2)

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

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

NEIGHBOR PRESENTATIONS**NP-1** [21-0140](#)

Alex Castro - Discuss Allied Health Organization services and programs

NOT PRESENT

RESOLUTIONS**R-1** [21-0174](#)

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

City Clerk Jeffrey Modarelli read the names of the Board and Committee nominees for appointment and/or reappointment at the upcoming February 16, 2021 Commission Regular Meeting.

City Clerk Modarelli read into the record the names of Board and Committee appointments and/or reappointments for Agenda item R-1. He requested item R-1 be introduced as amended due to the *Beach Redevelopment Board (BRB) sunseting*. BRB appointments listed in

this Resolution would be removed. City Attorney Alain Boileau will be bringing forward legislation addressing this topic.

Vice Mayor Glassman introduced this Resolution as amended, which was read by title only.

ADOPTED AS AMENDED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

PUBLIC HEARINGS

PH-1 [21-0182](#)

Public Hearing and Adoption of Resolution Approving Notice of Award and Sale of City-Owned Property Located at 4270 SW 11 Street, Plantation, Florida 33317 to the City of Plantation - (Commission Districts 1, 2, 3 and 4) - Requesting Deferment to March 2, 2021

City Manager Lagerbloom confirmed the *City of Plantation* requested this item be deferred to March 2, 2021.

Commissioner Sorensen made a motion to defer this item until the March 2, 2021 Commission Regular Meeting and was seconded by Commissioner Moraitis.

DEFERRED to March 2, 2021

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

ORDINANCE SECOND READING

OSR-1 [21-0171](#)

Second Reading - Ordinance Amending City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-14, General Aviation Districts to Adopt Airport and Heliport/Helistop Zoning Regulations and Creating Section 47-3.12 to Add Regulations for Nonconforming Obstructions Located Within the Airport Hazard Area, General Aviation Airport District, or Airport Industrial Park District - (Commission Districts 1 and 4)

City Manager Lagerbloom explained his agreement with a request from Robert Lochrie, Esq., Lochrie and Chakas, to defer this item until the February 16, 2021 Commission Regular Meeting to address edits and updates.

Commissioner McKinzie made a motion to defer this item until the

February 16, 2021 Commission Regular Meeting and was seconded by Vice Mayor Glassman.

DEFERRED to February 16, 2021

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

OSR-2 [21-0172](#)

Second Reading - Quasi-Judicial Ordinance - Rezoning 1.46 Acres of Land from Planned Unit Development (PUD) District to Northwest Regional Activity Center Mixed Use East (NWRAC-MUe) District - Case No. PLN-REZ-20070002 - (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 and written communications, site visits, and expert opinions.

There being no one wishing to speak on this item, Commissioner McKinzie made a motion to close the public hearing, which was seconded by Vice Mayor Glassman. Roll call showed: AYES: Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman, and Mayor Trantalis. NAYS: None.

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

ADOPTED ON SECOND READING

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Mayor Glassman and Mayor Trantalis

CITY MANAGER REPORT

City Manager Lagerbloom clarified and announced the upcoming *Bennett Elementary School Ribbon Cutting* would move forward. However, there would be no tour of *Bennett Elementary School*.

ADJOURNMENT

Mayor Trantalis adjourned the meeting at 6:53 p.m.



Dean J. Trantalis
Mayor

ATTEST:



Jeffrey A. Modarelli
City Clerk

This instrument prepared by:
Robert B. Dunckel, Asst. City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

**DECLARATION OF COVENANTS RUNNING WITH THE LAND
RESPECTING A CITY ISSUED DOCK PERMIT**

THIS is a Declaration of Covenants Running with the Land Respecting a City issued Dock Permit (hereinafter, "Declaration") pursuant to City of Fort Lauderdale Code Section 8-144 is by and between:

STEVEN PASKOSKI and JUDITH ALTMAN PASKOSKI, TRUSTEES, or their successors in Trust, under the STEVEN PASKOSKI TRUST, dated August 7, 2013, an undivided one-half interest, and JUDITH ALTMAN PASKOSKI and STEVEN PASKOSKI, TRUSTEES, or their successors in Trust, under the JUDITH ALTMAN PASKOSKI TRUST, dated August 7, 2013, an undivided one-half interest, their successors and assigns (hereinafter, "DECLARANTS")

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "CITY")

RECITALS:

A. The CITY on October 2, 2019 adopted on second reading Ordinance No. C-19-12 which amended CITY Code Section 8-144, entitled "Private Use of Public Property Abutting Waterways".

B. CITY Code Section 8-143, entitled "Rights of City on Property Abutting Public Waterways" provides, in part, that wherever a public street or thoroughfare is laid out or existing in the CITY abutting or touching a waterway open to the public use, the CITY, as Trustee for the public, has and owns the riparian rights appurtenant thereto and shall have the right to grant dock permits for the use of private persons to construct, use, maintain and repair docks, piers and wharves at such places, the use of which are governed by CITY Code Section 8-144.

C. DECLARANTS are vested with fee simple title to:

The North ½ (N ½) of Lots 3 and 32, and all of Lots 4 and 31, Block 22, RIO VISTA ISLES, UNIT 3, according to the Plat thereof, recorded

in Plat Book 7, Page 47, of the Public Records of Broward County, Florida; said lands lying, situate and being in Broward County, Florida

(Street Address: 1028 S.E. 13th Terrace
Fort Lauderdale, FL 33316)

(Property ID# 5042 11 18 1820)

[hereinafter, "Property"]

by virtue of that certain Warranty Deed dated August 7, 2013, recorded under Broward County Clerk's Instr # 111761366, which such Property is contiguous to a public street existing in the CITY abutting or touching a waterway open to the public and therefore comes within the jurisdiction of CITY Code Sections 8-143 and 8-144.

D. Prior to adoption of Ordinance No. C-19-12 amending CITY Code Section 8-144, Dock Permits were sometimes abandoned, terminated, expired or revoked and the CITY inherited the expense of removal of such Dock and it was recognized that there was a need to require the Permit Holders (DECLARANTS herein) to provide security to cover the cost of maintenance and repair of the Dock and seawall and possible removal of the dock, if needed, in the event of failure to do so on the part of the Permit Holder / DECLARANTS.

E. DECLARANTS, pursuant to City of Fort Lauderdale Code Section 8-144 applied for a Dock Permit for use of a Dock abutting a public right-of-way adjacent to their Property.

F. The DECLARANTS' application for the Dock Permit was reviewed by the CITY's Marine Advisory Board ("Board") on November 4, 2020 and the Board recommended to the CITY Commission approval by a vote of 9 to 1.

G. The DECLARANTS' application for a Dock Permit pursuant to CITY Code Sec. 8-144 was reviewed by the CITY Commission on February 2, 2021 and a Dock Permit was granted pursuant to CITY Resolution No. 21-22.

H. Pursuant to CITY Code Section 8-144 (1) (a) ten (10) days prior to the CITY Commission's adoption of a Resolution granting the Dock Permit DECLARANTS are required to execute and deliver to the CITY a covenant running with the land to be recorded in the Public Records to provide security in the form of a potential Claim of Lien against the Property to cover the CITY's costs, if any, of maintenance, repair, reconstruction or timely removal of the Dock or seawall or both upon the failure of DECLARANTS to perform such obligations and to cover the CITY's costs in maintaining, repairing, reconstructing and/or removal of the dock and appurtenances thereto upon the failure of the DECLARANTS to timely perform such obligation should it arise.

NOW, THEREFORE, in consideration of the foregoing, the DECLARANTS hereby agree, covenant and declare as follows and CITY accepts such Declaration:

1. **Recitals.** The foregoing Recitals and true and correct and are incorporated herein by reference.

2. **Obligation To Maintain, Repair, Reconstruct or Remove Dock And Appurtenances.** Prior to adoption of CITY Resolution No. 21-10 granting a Dock Permit, DECLARANTS have executed this Declaration and by virtue thereof DECLARANTS agree to be bound by the obligation, to the extent necessary, of maintenance, repair, reconstruct or removal of the Dock and appurtenances thereto, including seawall, and, to the extent necessary, timely removal of the Dock and appurtenances thereto, including seawall. Whether maintenance, repair or reconstruction or removal of the Dock and appurtenant seawall is necessary will be determined by the City Manager.

3. **Repair, Replace or Reconstruct in accordance with The Florida Building Code, City Engineering Standards and City Code Section 47-19.3 (f).** The DECLARANTS obligation to repair, replace, reconstruct or maintain the Dock or adjacent seawall shall be performed in such a manner as to be compliant with the requirements of The Florida Building Code, CITY Engineering Standards and CITY Code Section 47-19.3 (f), entitled "Boat slips, docks, boat davits, hoists and similar mooring structures" as well as other terms and conditions imposed by law or administrative regulations with jurisdiction over the subject matter or CITY Resolution No. 21-10 granting the Dock Permit.

4. **Failure to Maintain, Repair, Reconstruct or Remove Dock; Claim of Lien.** In the event DECLARANTS fail to either (i) timely perform the obligations, to the extent necessary, of maintenance, repair, reconstruction or removal of the Dock and appurtenances thereto, including seawall or (ii) timely perform the obligations, to the extent necessary, of removal of the Dock and appurtenances thereto, including seawall, or both (i) and (ii), and the CITY expends funds to perform such obligations, then DECLARANTS grant to and agree with the CITY that the CITY may file a Claim of Lien against the Property for the cost of the CITY performing such obligations in the face of DECLARANTS failure to so perform.

4.1. Interest on the Claim of Lien shall accrue on the unpaid amount at the rate of twelve percent (12.0 %) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law.

4.2. The Lien shall be effective upon the recordation of the Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such Lien).

4.3 DECLARANTS agree that they shall be liable for all costs associated with filing the Claim of Lien and foreclosure thereof including court costs and the CITY's reasonable attorneys' fees incurred in pursuit of the foreclosure of the Claim of Lien throughout the trial and all appellate court proceedings relative thereto.

4.4 DECLARANTS, for themselves and their successors in interest as to the Property, do hereby waive any rights to Homestead Exemption as granted by Article X, Section 4 of the Florida Constitution as to the Claim of Lien provided for herein.

5. **Discharge and Release of Claim of Lien.** In the event a Claim of Lien is recorded against the Property and the CITY is thereafter reimbursed for the costs underlying the Claim of Lien, then the CITY shall record a release, discharge or satisfaction of the Claim of Lien which as such release, discharge or satisfaction of the Claim of Lien may be executed by the City Manager. Further, upon payment of the amount of the Claim of Lien, the City shall release and discharge this Declaration and such release and discharge shall be executed by the City Manager and recorded by the CITY in the Public Records

6. **Expiration of Dock Permit.** Pursuant to the terms of CITY Code Section 8-144 (4) (b) and CITY Resolution No. 21-10, the Dock Permit expires upon (i) abandonment of the use of the dock by DECLARANTS or (ii) recordation of the deed of conveyance transferring title to the Property from DECLARANTS to a third party successor in interest or (iii) termination, expiration or revocation of the Dock Permit by the CITY Commission, whichever (i), (ii) or (iii) shall first occur, subject to the survivability of this Declaration which is intended to run with the Property and the DECLARANTS obligation to have, to the extent necessary, as determined by the City Manager, timely maintained, repaired or removed the Dock and/or seawall. The Dock Permit granted by CITY Resolution No. 21-10 may be revoked by the CITY Commission for good cause shown upon at least ninety (90) days advance notice to the DECLARANTS and an opportunity for the DECLARANTS to be heard.

7. **Removal of Dock Upon Expiration of Dock Permit.** DECLARANTS agree that upon expiration of the Dock Permit as set forth above, the DECLARANTS shall be obligated to remove the dock and appurtenances thereto no later than three (3) months after the termination, revocation or expiration of the Dock Permit, unless a Dock Permit is granted in a timely manner to DECLARANTS contract purchaser/successor in interest to the Property as provided for herein and in CITY Code Sec. 8-144. DECLARANTS agree that the provisions of this Declaration shall be a continuing obligation that runs with the Property and survives expiration of the Dock Permit.

7.1. Either prior to or after expiration of the Dock Permit, an application for the Dock Permit at issue may be filed by a contract purchaser prior to obtaining fee simple title to the Property, provided, however, the granting of the Dock Permit will not be effective until such time as the conveyance of fee simple title to the Property has been recorded in the Public Records of Broward County, Florida.

8. **Discharge of Removal of Dock Upon Granting of Dock Permit to Successor Permit Holder.** DECLARANTS agree that in the event the Dock Permit is granted to a successor Permit Holder within the time proscribed in Paragraph 7 above, then the obligation to remove the dock and all appurtenances thereto shall be discharged as to DECLARANTS and a release and

discharge of the Declaration shall be executed by the City Manager or Deputy City Manager and recorded by the CITY in the Public Records of Broward County, Florida at the expense of the successor Permit Holder.

9. **Release and Discharge of Declaration.** DECLARANTS agree that in the event (i) the Dock and all or all appurtenances thereto are removed within the three (3) month period as set forth above or (ii) the Dock Permit is granted to the contract purchaser for the Property within the three (3) month period as set forth above, then the Declaration shall be released and discharged by the CITY as to the Property and the City Manager or Deputy City Manager is authorized to execute such release or discharge and shall be recorded by the CITY in the Public Records of Broward County, Florida at the expense of the DECLARANTS.

10. **Indemnification.** DECLARANTS hereby agree to protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of DECLARANTS pursuant to CITY Code Section 8-144 and the Resolution granting the Dock Permit herein (collectively, "Claims"), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Dock and Dock Area, or the breach or default by DECLARANTS of any covenant or provision of Resolution granting the DECLARANTS the Dock Permit and the use of the Dock Area, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents or employees.

10.1. This indemnification pertains the Claims arising from acts or omissions within the Dock Area or the Dock, as defined in the Resolution, and does not include Claims arising from acts or omissions within the Public Swale Area, as defined in the Resolution. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Dock or Dock Area, is included in the indemnity.

10.2. DECLARANTS further agree to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and DECLARANTS shall assume and defend not only itself but also the CITY in connection with any Claims and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of the Dock Permit through release or discharge of this Declaration pursuant to Paragraphs 8 or 9 of this Declaration and shall continue for a period coincident with the statute of limitations period applicable to the offending act, omission or default during the term of this Declaration.

11. **Interpretation of Declaration; Severability.** This Declaration shall be construed in accordance with the laws of the State of Florida and Code of Ordinances of the City of Fort Lauderdale. If any provision hereof, or its application to any person or situation, is deemed invalid

or unenforceable for any reason and to any extent, by a court of competent jurisdiction, the remainder of this Declaration shall not be affected thereby. Rather, this Declaration is to be enforced to the extent permitted by law. The captions, headings and title of this Declaration are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Declaration is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Declaration, unless otherwise expressly provided. The terms and words used in this Declaration, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12. **Venue.** Any controversies or legal problems arising out of this Declaration and any action involving the enforcement or interpretation of any rights or obligations hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, DECLARANTS expressly waive whatever other privilege to venue it may otherwise have.

13. **Declaration Runs with The Property.** DECLARANTS, for themselves and their successors and assigns as to the Property agree and grant that the covenants of this Declaration and the covenants permitting a Claim of Lien to be filed against the Property upon certain terms and conditions shall run with the Property.

14. **Effective Date.** This Declaration shall not be effective until such time as (i) a certified copy of the Resolution granting the Dock Permit has been recorded in the Public Records of Broward County, Florida by the CITY at the expense of DECLARANTS, (ii) together with a copy of this Declaration, and (iii) a copy of the recorded Resolution and recorded Declaration is filed with the CITY's Office of Marine Facilities.


/Volumes/FtL/CITY/Marine/Declaration.Dock Permit/Declaration draft.Sclean.docx

L:\RBD\Dock Agreements, Licenses, Permits or Waivers\1028 SE 13 Terrace - Dock Permit - Steven & Judith Paskoski CAO # 20-1266


[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS has been duly signed and sealed by the Declarant on or as of the day and year first above written.

WITNESSES:



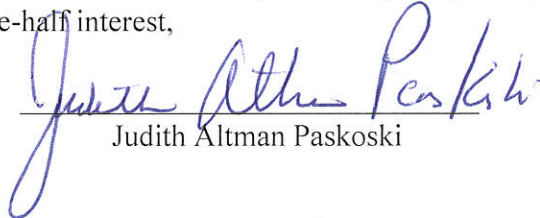
SUSAN ALPER
Print Name



SUSAN ALPER
Print Name

DECLARANTS:


STEVEN PASKOSKI and JUDITH ALTMAN
PASKOSKI, TRUSTEES, or their successors in Trust, under
the STEVEN PASKOSKI TRUST, dated August 7, 2013, an
undivided one-half interest,




Judith Altman Paskoski



Steven Paskoski



Erik Altman
Print Name



Erik Altman
Print Name

JUDITH ALTMAN PASKOSKI and STEVEN
PASKOSKI, TRUSTEES, or their successors in trust, under
the JUDITH ALTMAN PASKOSKI TRUST, dated August
7, 2013, an undivided one-half interest, their successors and
assigns.



Judith Altman Paskoski



Steven Paskoski

STATE OF: FLORIDA
COUNTY OF: BROWARD

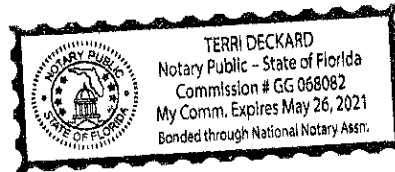
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 18th day of January, 2021, by JUDITH ALTMAN PASKOSKI.



Jeni Beckard

Signature of Notary Public, State of Florida

Terri Deckard
Name of Notary Typed, Printed or Stamped



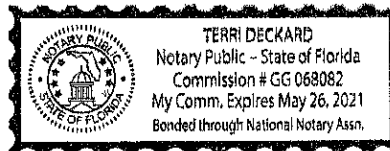
Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 18th day of January, 2021, by STEVEN PASKOSKI.

Terri Deckard
Signature of Notary Public, State of Florida

Terri Deckard
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

AS TO CITY

CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

Jeffery A. Modarelli,
City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By _____
Robert Duncel, Esq.,
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2021, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____