

City of Fort Lauderdale

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Meeting Minutes

Tuesday, November 16, 2021

6:00 PM

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

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor

HEATHER MORAITIS Vice Mayor - Commissioner - District I

STEVEN GLASSMAN Commissioner - District II

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 6:07 p.m.

Pledge of Allegiance

Mayor Dean J. Trantalis

MEETING ANNOUNCEMENT

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

ROLL CALL

Present: 5 - Commissioner Ben Sorensen, Vice Mayor Heather Moraitis, Commissioner Steven Glassman, Commissioner Robert L. McKinzie (arrived at 6:40 p.m.) 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

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following updates to the Agenda:

WALK-ON - Motion to Approve Settlement Agreements and Releases Between the City of Fort Lauderdale, Hartford Accident & Indemnity Company, Continental Casualty Company, The Glen Falls Insurance Company, and American Fire & Casualty of Orlando, FL and American Fire & Casualty Company (Liberty Mutual)

Approval of MINUTES and Agenda

[21-1126](#)

Minutes for September 21, 2021 Commission Regular Meeting, October 5, 2021 Commission Conference Meeting and October 5, 2021 Commission Regular Meeting - (Commission Districts 1, 2, 3 and 4)

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

APPROVED

Aye: 4 - Commissioner Sorensen, Vice Mayor Moraitis, Commissioner Glassman and Mayor Trantalis

Not Present: 1 - Commissioner McKinzie

PRESENTATIONS

PRES- [21-1106](#)

1

Sister Cities Flag Exchange between the City of Fort Lauderdale and Constanta, Romania

Mayor Trantalis requested the following representatives of the City of Constanta, Romania join him in front of the dais, Ionut Rusu, Deputy Mayor of Constanta and Catalin Ghenea, Romanian Consul General.

Mayor Trantalis also requested International Relations & Culture Advisor Dorin Popescu, Ph.D., and *Greater Fort Lauderdale Sister Cities International (GFLSCI)* representatives join him at the dais.

Russell Weaver, President of *GFLSCI*, remarked on the history of the *GFLSCI* relationship between the City of Fort Lauderdale and the City of Constanta, Romania.

Mayor Trantalis and Constanta Deputy Mayor Rusu exchanged municipal flags along with tokens of appreciation in recognition of their *GFLSCI* relationship.

Deputy Mayor Rusu thanked Mayor Trantalis and remarked on the sizeable Romanian community in Fort Lauderdale, the opening of a Romanian consulate in South Florida and enhancement of Romania's relationship with the United States.

PRESENTED

PRES- [21-1108](#)

3

Commissioner Glassman will present a Proclamation declaring Saturday, November 20, 2021, as the 6th Annual Unity in the Community Grocery and Turkey Giveaway Day in the City of Fort Lauderdale

Commissioner Glassman requested Marty Kiar, Broward County Property Appraiser, Father Lully of St. Anthony's Church, Pastor Black of Sanctuary Church, Wayne Barton, Good News of Christ Ministries, Ray Rapaglia, James Club Foundation, Michael Albetta, Lake Ridge Civic Association President, Fort Lauderdale Police Chief Larry Sciroto and Fort Lauderdale Fire-Rescue Department Battalion Chief Daniel Oatmeyer join him at the dais.

Commissioner Glassman presented a Proclamation declaring

November 20, 2021, as the *6th Annual Unity in the Community Grocery and Turkey Giveaway Day in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

Sanctuary Church Pastor Black thanked those contributing to the success of *Unity in the Community Grocery and Turkey Giveaway* and thanked Mayor Trantalis and the Commission for this recognition. Broward County Property Appraiser Kiar remarked on the positive impact of this event during the holiday season and thanked all those contributing to its success.

PRESENTED

PRES- [21-1107](#)
2

Florida Inland Navigation District (F.I.N.D.) Commissioner Frank Gernert to make Check Presentation to Commission Districts 3 (Sweeting Park) and 4 (Coontie Hatchie Park)

Frank Gernert, *Florida Inland Navigation District (F.I.N.D.)* Commissioner, presented checks representing grant proceeds towards inspiring operations and activities on the Intercoastal Waterway and adjacent waterways.

F.I.N.D. Commissioner Gernert presented a check for *Coontie Hatchie Park* in District 4.

F.I.N.D. Commissioner Gernert presented a check for *Sweeting Park* in District 3.

Commissioner Sorensen accepted the checks.

PRESENTED

PRES- [21-1109](#)
4

Fire-Rescue Good Samaritan Presentation to the Fort Lauderdale High School Swim Team

Mayor Trantalis requested Fire-Rescue Chief (Chief) Rhoda Mae Kerr, Fire-Rescue Battalion Chief Stephen Gollan, *Fort Lauderdale High School Swim Team (FLHS Swim Team)* Coach Adam Drucker and *FLHS Swim Team Members* Jimmy McCrady, Evangeline Meyler, Sean Meyler, Aiden Carey, Catherine Kilroy, Kylie Bennett, Orion Morales, Natalie Carpenter, Amira Solimon, Isabella Maisonette, Alexandra Medrano, Charlotte Lucas, Emiliano Vallejo, Carole Hynes, Giuliana Silva, Maya Coan, James Boardman, Rylie Barnhardt and Trent Jacklich join him in front of the dais.

Chief Kerr described life-saving efforts of *FLHS Swim Team Members* Jimmy McCrady, Evangeline Meyler, Sean Meyler and Coach Drucker,

who administered *Cardiopulmonary Resuscitation (CPR)* to a fellow teammate. The entire *FLHS Swim Team* assisted in additional rescue efforts that included leading Fire-Rescue Paramedics to the scene.

Chief Kerr presented *FLHS Swim Team Members* with *City of Fort Lauderdale Fire-Rescue Department Good Samaritan Award* commendations and *Fort Lauderdale Fire-Rescue Challenge Coins*.

PRESENTED

PRES- [21-1128](#)

5

City Manager will present Re-accreditation Award from the Association's Commission for Accreditation of Park and Recreation Agencies to Parks and Recreation Director, Phil Thornburg

City Manager Chris Lagerbloom requested Phil Thornburg, Parks and Recreation Department Director, join him in front of the dais. City Manager Lagerbloom announced the reaccreditation of the City of Fort Lauderdale Parks and Recreation Department awarded by the *National Recreation and Park Association's (NRPA) Commission for Accreditation of Park and Recreation Agencies (CAPRA)*. He read details associated with *CAPRA* reaccreditation.

A video entitled *Parks and Recreation - City of Fort Lauderdale* showcasing Parks and Recreation Department programming was show.

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

Mr. Thornburg thanked Parks and Recreation Department Staff for their work and recognized their efforts towards achieving *CAPRA* reaccreditation. He thanked Mayor Trantalis, Commission Members and City Manager Lagerbloom for their support of the Parks and Recreation Department.

Mayor Trantalis presented Mr. Thornburg with the *CAPRA Reaccreditation Award*.

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

Mayor Trantalis explained procedures and details regarding how members of the public could speak on Consent Agenda items.

City Manager Lagerbloom requested deferment of Agenda item CR-1 to December 7, 2021. In response to Mayor Trantalis' question, City Attorney Boileau explained this would not significantly impact

redistricting. It allows additional briefing of Commission Members.

CONSENT AGENDA

Mayor Trantalis pulled Consent Agenda items CP-2, CP-3 and CP-6 to allow for public comment. CR-1 was removed from the Agenda.

CONSENT MOTION

Approval of the Consent Agenda

Commissioner Glassman made a motion to approve the balance of the Consent Agenda items and was seconded by Commissioner Sorensen.

Approve the Consent Agenda

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

CM-1 [21-1089](#)

Motion Approving an Event Agreement for All Saints Boat Parade Festival - (Commission District 4)

APPROVED

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

CM-2 [21-1105](#)

Motion Approving a License Agreement with David Mancini & Sons, Inc. for a Portion of City Owned Property Located at 3110 SW 8 Avenue, Fort Lauderdale, FL 33315 - (Commission District 4)

APPROVED

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

CM-3 [21-0731](#)

Motion Authorizing the Execution of (A) a Five (5) Year Florida Department of Transportation (FDOT) Use and Occupancy Agreement formerly known as FDOT Airspace Agreement and (B) Amended and Restated Revocable License and (B) an Amended and Restated Revocable License with Water Taxi - (Commission District 4)

APPROVED

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

CM-4 [21-1055](#)

Motion Approving a Dockage Facility Usage Agreement with Winterfest, Inc. for the 2021 Winterfest Boat Parade - (Commission Districts 2 and 4)

APPROVED

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

CM-5 [21-1090](#)

Motion Approving an Application for Temporary Beach License and Outdoor Event Agreement with Richard Quadri, Individual, for the JPT's 11 Years for '11 Grads - (Commission District 2)

APPROVED

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

CM-6 [21-0794](#)

Motion Accepting Grant Application - Broward County Enhanced Marine Law Enforcement Grant Program Funds - \$145,256 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CM-7 [21-0999](#)

Motion Authorizing the Execution of two Sovereignty Submerged Lands Easements with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida - South Redundant Sewer Force Main - (Commission District 4)

APPROVED

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

CM-8 [21-1036](#)

Motion Approving Revisions to a Parking Enforcement Agreement with First Baptist Church of Fort Lauderdale, Inc. Located at 301 East Broward Boulevard - (Commission District 2)

APPROVED

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

CM-9 [21-0256](#)

Motion Authorizing Execution of a Revocable License with FLL Hospitality LLLP for a Temporary Closure of a 16-Foot Alley Right-of-Way, in Association with the Aloft Hotel Development Located at 501 SE 24th Street - (Commission District 4)

APPROVED

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

CONSENT RESOLUTION

- CR-1** [21-1119](#) Resolution Appointing Robert Vaughan, and the Law Firm of Kim Vaughan Lerner LLP, as Special Counsel to the City of Fort Lauderdale in Connection with Reestablishing the Boundaries of the Four City Commission Districts Following the 2020 Decennial Census (Redistricting) - (Commission Districts 1, 2, 3 and 4)

REMOVED FROM AGENDA

- CR-2** [21-0255](#) Resolution Disposing of City-Owned Surplus Property Located at 4270 SW 11 Street, Plantation, Florida 33317, Pursuant to Section 8.02 of the Charter of the City of Fort Lauderdale - (Commission Districts 1, 2, 3, and 4)

ADOPTED

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

- CR-3** [21-1056](#) Resolution Authorizing the City Manager to Execute an Amendment to the Motorized Watercraft Concession Agreement with Atlantic Beach Clubs-Two, Inc, to Defer Rent Payments for a Period of Three Months from October 2021 through and including December 2021 - (Commission District 2)

ADOPTED

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

- CR-4** [21-0944](#) Resolution Approving Amendment Number One to the Landscape Maintenance Memorandum of Agreement with the Florida Department of Transportation for Improvements within the Right-of-Way of State Road 811 (Dixie Highway/NE 4th Avenue) and Assumption of Liability and Hold Harmless Agreement with Plaza Street Fund 90, LLC - (Commission District 2)

ADOPTED

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

- CR-5** [21-0997](#) Resolution Rescinding Resolution No. 21-151, and Approving a Highway Maintenance Memorandum of Agreement with Florida Department of Transportation for Bayview Drive Improvements - (Commission District 1)

ADOPTED

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

CR-6 [21-0998](#)

Resolution Rescinding Resolution No. 21-153, and Approving a Local Funding Agreement and a Three-Party Escrow Agreement with Florida Department of Transportation for Bayview Drive Improvements in the Amount \$637,014 - (Commission District 1)

ADOPTED

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

CR-7 [21-1029](#)

Resolution Supporting Broward County Traffic Engineering Division to Retain "NO THRU TRUCKS" Signage and Install "AREA SPEED LIMIT" Signage on the Eastbound Lane of NE 49th Street at Bayview Drive - (Commission District 1)

ADOPTED

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

CR-8 [21-0790](#)

Resolution Approving Contributions to Nonprofit Organizations Receiving \$25,000 or less for Fiscal Year 2022 - \$419,012 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-9 [21-0927](#)

Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2021 - Appropriation - (Commission Districts 1, 2, 3 and 4)

In response to Commissioner McKinzie's inquiry regarding the *WAVE Project* reimbursement, Laura Reece, Management and Budget Office Director, explained the portion of this Agenda item refinances outstanding debt related to the *WAVE Project*. Ms. Reece said the City had not received reimbursement.

City Attorney Boileau discussed the cancellation of the *WAVE Project* agreements. The *Community Redevelopment Agency (CRA)* borrowed money for the *North Loop of WAVE Project (North Loop)*, which the City did not pay back.

City Attorney Boileau said the *WAVE Project* loan has not been satisfied, resulting in ongoing debt service. Initial funding expended by

the *South Florida Regional Transit Authority (SFRTA)* for *WAVE Project* designs and other items was not refunded. A subsequent City public records request to the *SFRTA* for related accounting indicated the *SFRTA* had spent those funds. The *CRA* financed the *North Loop* portion of the *WAVE Project (North Loop)*, which now has debt service.

In response to Commissioner McKinzie question regarding reimbursement of the *CRA* loan for the *North Loop*, City Manager Lagerbloom confirmed reimbursement was sought.

In response to Mayor Trantalis' question regarding reimbursement of residential assessments for the *WAVE Project*, City Attorney Boileau confirmed residential assessments were reimbursed.

Ms. Reece explained financial details included in Agenda items CR-9 and CR-10 associated with use of remaining year-end *CRA* funds for the prepayment of the *North Loop* loan, which allows refinancing at a lower interest rate.

In response to Commissioner McKinzie's questions, City Auditor Herbst explained the *SFRTA* owes the City reimbursement but has declined to pay. The *SFRTA* should have only spent City funding through the *CRA* on the *North Loop* of the *WAVE Project* but began to expend those funds improperly. When the City claimed reimbursement, the *SFRTA* declined reimbursement and declined the request for documentation on how those funds were spent. The City is now refinancing what was borrowed and includes a shortfall from leftover *CRA* funds.

Commissioner McKinzie commented on his understanding and perspective. City Auditor Herbst explained details associated with addressing this from an accounting perspective, i.e., it had been written off. From a legal perspective, the *SFRTA* still owes this funding.

City Attorney Boileau discussed his perspective and said he has not seen evidence of inappropriate spending by the *SFRTA*. The City clawed back as much as it could, and there were expenditures due to the City's involvement in the *WAVE Project* process. He commented on related details and reconfirmed resident assessments were refunded.

City Attorney Boileau commented on prior discussions regarding the City paying back the *CRA*. The previous City Manager contemplated giving *One Stop Shop* to the *CRA*, but the Commission never agreed.

In response to Mayor Trantalis' inquiry regarding the City having a cause

of action against the *SFRTA*, City Attorney Boileau said he does not believe so because the City authorized the expenditure of those funds contemplated as part of the *WAVE*.

City Auditor Herbst clarified funding given to the *SFRTA* for the *North Loop* was only to be spent for activities related to the *North Loop of the WAVE Project*. The majority of incurred expenditures were for the total *WAVE Project*, not the minor portion of the *North Loop*. The *SFRTA* commingled those funds, using *CRA* capital funding for general *WAVE Project* funding. *CRA* funding should have been spent on construction-related activities for the *North Loop*, not commingled.

City Attorney Boileau said if there is related evidence, it could be addressed. Further comment and discussion ensued.

ADOPTED

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

CR-10 [21-0926](#)

Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2022 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-11 [21-1004](#)

Resolution Approving Fiscal Year 2022 Not For Profit Grant Participation Agreement with Areawide Council on Aging of Broward County, Inc. - \$127,842 - (Commission Districts 1, 2, 3 and 4)

CONSENT PURCHASE

CP-1 [21-0127](#)

Motion Approving the Ranking of Firms, Negotiated Fee Schedule and Agreement for Construction, Engineering and Inspection Services to Replace the Oxygen Generating System for the George T. Lohmeyer Wastewater Treatment Plant - CDM Smith Inc. - \$643,000 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CP-2 [21-0678](#)

Motion Approving Agreements for Federal Legislative and Executive Branch Representative Services - Alcalde & Fay, Ltd. Inc, and Akin Gump Strauss Hauer & Feld LLP - \$480,000 - (Commission Districts

1, 2, 3 and 4)

In response to Mayor Trantalis' questions, Daphnee Sainvil, Government & Economic Development Manager, confirmed lobbying firms listed in this Agenda item are the best firms to represent the City. Staff will assign Commission Priorities to either Alcalde & Fay, Ltd. Inc., or Akin Gump Strauss Hauer & Feld, LLP, based on their areas of lobbying expertise and strong relationships to aggressively pursue funding and policy changes.

In response to Commissioner McKinzie's question regarding a relationship with a previous lobbying firm, City Manager Lagerbloom noted procurement efforts for this Agenda item went through a competitive procurement process. Staff recommendations were based on ratings of proposals. Further comment and discussion ensued on the process.

Commissioner McKinzie commented on his perspective regarding a previous lobbying firm, the process for this Agenda item and questioned the opportunity for Commission input. Mayor Trantalis noted the opportunity for Commission Members to meet with Staff.

Vice Mayor Moraitis remarked the previous lobbying firm contract had lapsed and they were doing pro bono work on behalf of the City. She recommended in the future starting the Request for Proposal (RFP) process earlier.

In response to Vice Mayor Moraitis' question, Ms. Sainvil confirmed the current duration of lobbying contracts associated with this Agenda item is three (3) years with an optional one (1) year renewal and Commission direction for more aggressive lobbying efforts.

Vice Mayor commented on her understanding that the City had procured an additional state-wide lobbying firm, similar to this Agenda item that adds another lobbying firm for federal lobbying efforts. Further comment and discussion ensued.

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

APPROVED

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

CP-3 [21-0878](#)

Motion Approving Agreements for Stormwater Infrastructure Cleaning and Maintenance - EnviroWaste Services Group, Inc. and Drainage

Partners LLC -\$500,000 - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis recognized Boyd Corbin, 12 NE 26th Street, Wilton Manors. Mr. Corbin spoke on stormwater drains, flooding, sewage spills and water quality, public-private partnerships and plans for a new City Hall. He discussed costs associated with plans to replace the water treatment plant and the *Carollo Engineers, Inc., Report (Carollo Report)*. Further comment and discussion ensued.

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

APPROVED

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

CP-4 [21-1017](#)

Motion Approving Amendment No. 1 for Sexual Assault Response Team Kit Testing - Bode Cellmark Forensics, Inc. - \$83,325 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CP-5 [21-1042](#)

Motion Approving Purchase of Turf Grass Maintenance - Fire, Parking, Utility Plants - C & M Landscaping, Inc. - \$136,004 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CP-6 [21-1047](#)

Motion Approving Agreement for Purchase of Water Meter Boxes - Fortiline, Inc. - \$502,000 (one year total) - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis recognized Boyd Corbin, 12 NE 26th Street, Wilton Manors. Mr. Corbin spoke regarding concerns associated water meter billing overcharges, inquiring about details and discussing his perspective.

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

APPROVED

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

MOTIONS

- M-1** [21-1125](#) Motion to Approve Settlement Agreement and Release between the City of Fort Lauderdale and Continental Construction USA, LLC - (Commission Districts 1, 2, 3 and 4)

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

APPROVED

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

- M-2** [21-1030](#) Motion Approving Increase to the Stormwater Master Plan Modeling and Design Implementation Continuing Contract Cost Capacity - Hazen and Sawyer, P.C. - \$5,400,000 - (Commission Districts 2, 3 and 4)

Mayor Trantalis recognized Boyd Corbin, 12 NE 26th Street, Wilton Manors. Mr. Corbin commented on the need for robust stormwater drainage throughout Broward County. He discussed two (2) storm drainage system options, explained related details and remarked on concerns in several areas.

Vice Mayor Moraitis said the District 1 Pre Agenda Meeting included a discussion of stormwater drainage. She commented on input from Ralph Zeltman, Imperial Point resident and her appointee to the Infrastructure Task Force Advisory Committee.

Dr. Nancy Gassman, Assistant Public Works Department Director Sustainability Division, explained Mr. Zeltman's correspondence related to a request to retrofit storm drainage pipes in Imperial Point, which he understood to be an exfiltration system. She said the storm drainage system in Imperial Point is not an exfiltration system.

Dr. Gassman said that stormwater drainage utilize blind catch basins in that area. They are connected by pipes that create capacity under the roadway to prevent water ponding and percolation occurs through the catch basin. This infrastructure is cleaned regularly. Stormwater is slower to drain due to aging infrastructure.

In response to Vice Mayor Moraitis' question regarding addressing stormwater infrastructure needs in the Imperial Point area, Dr. Gassman explained what would be required to handle this type of large-scale, significant infrastructure project. It would require adding this capital

improvement project to the five-year Capital Improvement Plan and allocating funding.

In response to Vice Mayor Moraitis' question, City Manager Lagerbloom commented on handling this in the budget. Further comment and discussion ensued.

Mayor Trantalis acknowledged the need to address these types of infrastructure needs and the possibility of receiving federal assistance from recently enacted federal infrastructure legislation.

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

APPROVED

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

RESOLUTIONS

R-1 [21-1103](#)

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

City Clerk Jeffrey Modarelli read the names of Board and Committee nominees for appointment and reappointment at the *December 7, 2021 Commission Regular Meeting*.

City Clerk Modarelli advised Commissioner Glassman's term on the International Swimming Hall of Fame is coming up.

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

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

ADOPTED

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

R-2 [21-1078](#)

Resolution Approving the 2022 State Legislative Program for the City of Fort Lauderdale - (Commission Districts 1, 2, 3, and 4)

Commissioner Glassman commented on and recommended including Commission enacted Resolutions in the State Legislative Program. He suggested a review of Commission Resolutions to ensure items of significance have not been overlooked, i.e., categories relating to civil

rights and human rights, which should be included in Commission Legislative Priorities.

Mayor Trantalis concurred. City Manager Lagerbloom explained Commission input on this Resolution would typically be addressed during the Commission Conference Meeting but was not due to time constraints and desire for expediency for transmitting the City's State Legislative Program to lobbyists. Commissioner Glassman's recommendations could be added to State Legislative Program. Further comment and discussion ensued.

Vice Mayor Moraitis confirmed her preference to adopt this Resolution based on the attached Commission Agenda Memo without the amendment. Commissioner McKinzie concurred and recommended voting separately on Commission Legislative Priorities and Commission enacted Resolutions.

City Attorney Boileau provided his perspective and recommended not bifurcating this Resolution. Further comment and discussion ensued.

Commissioner Glassman expounded on his perspective to approve this Resolution as amended and remarked on examples listed in the Commission Agenda Memorandum backup. Further comment ensued.

Vice Mayor Moraitis discussed State legislative appropriation funding requests and the impact of Commission Resolutions on specific subjects. Further comment and discussion ensued.

Commissioner McKinzie confirmed the separate nature of legislative initiatives, his opposition to Resolutions adopted by the Commission and expounded on his perspective.

In response to Commissioner Sorensen's question, Mayor Trantalis confirmed the amended Resolution would include Commission Resolutions adopted during 2021.

Commissioner Glassman recommended adding historic preservation to the arts and culture appropriation request title. City Manager Lagerbloom confirmed.

Vice Mayor Moraitis inquired about her representing the Commission on the *Broward League of Cities* and *Florida League of Cities*. Further comment and discussion ensued.

Commissioner Sorensen recommended Vice Mayor Moraitis remain the

Commission representative for the Broward League of Cities and Florida League of Cities. Further comment and discussion ensued.

City Attorney Boileau clarified enacted Commission Resolutions state and direct the City's State lobbyists to advocate for those to the extent those Resolutions stand. Further comment and discussion ensued.

Commissioner Glassman introduced this Resolution as amended to include Commission Resolutions adopted during 2021 which was read by title only.

ADOPTED AS AMENDED - to include Resolutions passed in 2021

Aye: 3 - Commissioner Sorensen, Commissioner Glassman and Mayor Trantalis

Nay: 2 - Vice Mayor Moraitis and Commissioner McKinzie

R-3 [21-1085](#)

Resolution Providing Notice of Intent to Enter into a Comprehensive Agreement for a Qualifying Project Submitted as an Unsolicited Proposal to Develop, Operate, and Maintain a Multi-Use Structure with Public Parking and Notice of Intent to Accept Other Proposals for the Same Project - (Commission District 4)

Commissioner Sorensen recommended a thirty-day (30) response time for additional unsolicited proposals.

Commissioner Sorensen introduced this Resolution to include a thirty-day (30) response time for submission of additional unsolicited proposals which was read by title only.

ADOPTED - 30 Days Notice

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

R-4 [21-1094](#)

Resolution Authorizing the Execution of a Facilities Relocation Agreement with Florida Power and Light Company (FPL) for Relocation of Transmission Lines Contingent on the Fort Lauderdale Community Redevelopment Agency's Approval of the Expenditure, Approval of an Excess Cost and Grant Of Easement Agreement, an Eleventh Amendment to the Development Agreement with Village of the Arts, Ltd., a Guaranty Agreement with Milton and Barbara Jones and a Recognition Agreement with Bank of America, N.A., and Authorizing the City Manager to Execute Certain Documents and Instruments, To Take Certain Actions and Providing for an Effective Date - (Commission District 3)

Commissioner McKinzie introduced this Resolution which was read by

title only.

ADOPTED

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

PUBLIC HEARINGS

PH-1 [21-0760](#)

Public Hearing - Resolution to Establish Minimum Annual Lease Rates and a Real Estate Brokerage Commission Policy for Property Available for Lease at the Fort Lauderdale Executive Airport - (Commission District 1)

Mayor Trantalis opened the Public Hearing.

There being no one wishing to speak on this item, Commissioner Sorensen made a motion to close the public hearing, which was seconded by Commissioner McKinzie. Roll call showed: AYES: Commissioner Sorensen, Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie and Mayor Trantalis

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

ADOPTED

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

PH-2 [21-0721](#)

Resolution Authorizing the Issuance by the Fort Lauderdale Community Redevelopment Agency of Fort Lauderdale Community Redevelopment Agency Tax Increment Revenue and Refunding Notes, Series 2021 (Northwest-Progresso-Flagler Heights Community Redevelopment Area Projects) in an Amount Not to Exceed \$23,100,000 - (Commission Districts 2 and 3)

Mayor Trantalis opened the Public Hearing.

There being no one wishing to speak on this item, Commissioner Sorensen made a motion to close the public hearing, which was seconded by Commissioner McKinzie. Roll call showed: AYES: Commissioner Sorensen, Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie and Mayor Trantalis

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

ADOPTED

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

ORDINANCE FIRST READING

OFR-1 [21-0967](#)

First Reading - Ordinance Amending the Non-Bargaining Unit Classification Table of the Pay Plan of the City of Fort Lauderdale, Florida, by Creating Two New Classifications - (Commission Districts 1, 2, 3 and 4)

In response to Vice Mayor Moraitis' questions regarding the need and benefit of these two (2) new positions, City Manager Lagerbloom noted the ability to improve in the areas of cultural affairs and diversity and discussed the Cultural Affairs Officer position.

City Manager Lagerbloom explained other cities of similar size have moved towards focusing on Diversity Equity Inclusion Initiative (DEII) strategies to attract, hire and maintain a diverse workplace, i.e., developing and implementing recruitment outreach programs to promote inclusion and diversity.

Vice Mayor Moraitis commented on the City receiving ratings and awards based on diversity efforts and commented on addressing diversity in the Fire-Rescue Department. She commented on her perspective that diversity is and should be addressed at the departmental level. Vice Mayor Moraitis noted the salary range of these two (2) positions and her preference to use this funding for Police Department personnel needs.

Commissioner Glassman noted these positions were included in the Fiscal Year 2022 Budget (Budget). City Manager Lagerbloom explained procedural nature of this Agenda item allows the creation of these positions in the personnel complement.

In response to Vice Mayor Moraitis' question, City Manager Lagerbloom confirmed the ability to reallocate approved Budget items. She reiterated her position regarding utilizing this funding for Police Department personnel needs and noted she was not comfortable with Police Department Staffing efforts.

In response to Vice Mayor Moraitis' question regarding the Human Resource Department adequately fulfilling the role of hiring a diverse workforce, Tarlesha Smith, Assistant City Manager - Human Resources Director, confirmed it is being accomplished and noted diversity efforts can continually be improved.

Ms. Smith confirmed several budgeted Police Department vacancies are available, and there are several candidates from a diverse pool of candidates moving through the process to fill those positions. The Fire-Rescue Department is fully staffed except for a few resignations or separations within the last month.

Vice Mayor Moraitis commented on requests for additional budgeted Police Department positions and her recommendation to add additional positions rather than the positions included in this Agenda item.

Commissioner Sorensen discussed the importance of a Diversity Officer. In response to Commissioner Sorensen's question, Ms. Smith confirmed a Diversity Officer would assist the Police Department and Fire-Rescue Department in attracting and cultivating diverse candidates. She expounded on details associated with the role of a Diversity Officer that addresses numerous duties in areas of diversity and commented on details related to a Diversity Officer's focused efforts.

Vice Mayor Moraitis suggested providing Diversity Officer training for department heads and human resources department personnel. Further comment ensued.

In response to Mayor Trantalis' question, Ms. Smith confirmed a Diversity Officer is also involved in sensitivity training and expounded on related details.

Mayor Trantalis concurred with Commissioner Sorensen's comments and remarked on his viewpoint regarding needs associated with this type of Police Department training.

Commissioner Glassman confirmed his support of this Agenda item. He commented on his perspective regarding the growth of the City, the need for these two (2) positions and details associated with their importance.

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

PASSED FIRST READING

Aye: 4 - Commissioner Sorensen, Commissioner Glassman, Commissioner McKinzie and Mayor Trantalis

Nay: 1 - Vice Mayor Moraitis

OFR-2 [21-1051](#)

First Reading - Ordinance Amending Schedule VI of the Pay Plan of the City of Fort Lauderdale, Florida, by Increasing the Minimum

Salary of the Pay Ranges that are less than the State of Florida Minimum Wage effective September 30, 2021- (Commission Districts 1, 2, 3 and 4)

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

PASSED FIRST READING

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

ORDINANCE SECOND READING

OSR-1 [21-1093](#)

Second Reading - Ordinance Amending the City of Fort Lauderdale Code of Ordinances Sec. 28-1B, Relating to Year-Round Landscape Irrigation Conservation Measures - (Commission Districts 1, 2, 3 and 4)

City Manager Lagerbloom noted updates were made to this Ordinance prior to the Second Reading.

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

ADOPTED ON SECOND READING

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

[21-1147](#)

WALK-ON - Motion to Approve Settlement Agreements and Releases Between the City of Fort Lauderdale, Hartford Accident & Indemnity Company, Continental Casualty Company, The Glen Falls Insurance Company, and American Fire & Casualty of Orlando, FL and American Fire & Casualty Company (Liberty Mutual)

City Attorney Boileau provided background information regarding this Agenda item. It addresses settlements with insurance companies identified in this Agenda item. Staff retained outside counsel to thoroughly review historical documents referencing insurance policies associated with pending cases related to environmental claims, resulting in reduced settlement costs of those claims.

City Clerk Modarelli acknowledged the contribution of Casandra Brown, Assistant City Clerk III, working in conjunction with the Office of the City Attorney, to research and locate historical City documents reviewed by outside counsel.

Commissioner Sorensen made a motion to approve this item and was

seconded by Commissioner Glassman.

APPROVED

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

CITY MANAGER UPDATE

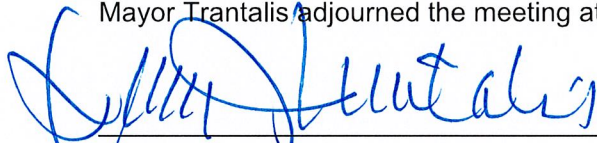
City Manager Lagerbloom discussed his recommendation to return to in-person attendance at Commission Meetings.

City Attorney Boileau confirmed the ability to accommodate Commission Members who are unable to attend.

Commissioner McKinzie noted the need to maintain the thorough cleaning of the Commission Chambers.

ADJOURNMENT

Mayor Trantalis adjourned the meeting at 8:13 p.m.



Dean J. Trantalis
Mayor

ATTEST:



Jeffrey A. Modarelli
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Trantalis, Dean J.		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Commission of Fort Lauderdale	
MAILING ADDRESS 100 N. Andrews Ave.		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Fort Lauderdale	COUNTY Broward	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 11/16/21		NAME OF POLITICAL SUBDIVISION: Fort Lauderdale	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)



APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Dean J. Trantalis, hereby disclose that on Nov. 16, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☒ inured to the special gain or loss of Jay Adams, by _____ , by whom I am retained; or
- ☐ inured to the special gain or loss of _____ , which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The Fort Lauderdale City Commission, sitting as the Fort Lauderdale Community Redevelopment Agency Board, considered a matter to sell two parcels of property, 1017 Sistrunk Blvd. and 606 NW 10 Terrace, to Northeast 6th Development LLC and to approve a \$2.4 million development incentive program loan. The matter inured to the benefit of a client of my law firm, Jay Adams, although my firm had no part in this transaction. Jay Adams is an officer of Northeast 6th Development LLC. Out of an abundance of caution, I abstained on the matter.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

November 22, 2021
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#21-1028

11-2-21
M-4
REVISED CAM
AND
EXHIBITS 2+2B

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

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: November 2, 2021

TITLE: **REVISED M-4** - Motion Approving an Event Agreement and Request for Music Exemption and Related Road Closures for Friendsgiving Weekend Get Together - **(Commission District 4)**

Recommendation

Staff recommends the City Commission approve an event agreement and request for extended hours for music and Road Closures with American Social, Inc., in substantially the form attached, and authorize execution of the agreement by the City Manager.

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 organizer was 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 areas. Specific event details are included in each event application as attached.

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

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

Event 1: Friendsgiving Weekend Get Together

Applicant:	American Social, Inc.
Date/Time:	Friday, November 26, 2021 (6:00pm – 12:00am) Saturday, November 27, 2021 (12:00pm – 12:00am) Sunday, November 28, 2021 (12:00pm – 10:00pm)
Location:	American Social (721 Las Olas Blvd, Fort Lauderdale, FL 33301)
Set Up Date/Time:	Friday, November 26, 2021 (8:00am – 6:00pm)
Breakdown Date/Time:	Sunday, November 28, 2021 (10:00pm – 2:00am)
Road Closing:	Yes – Full Road Closure SE 8 th Street Avenue from Las Olas Blvd to Alleyway. Friday, November 26, 2021 (8:00am) until Sunday, November 28, 2021 (12:00am)
Alcohol:	Yes
Amplified Music:	Yes Friday, November 26, 2021 (6:00pm – 12:00am) Saturday, November 27, 2021 (12:00pm – 12:00am) Sunday, November 28, 2021 (12:00pm – 10:00pm)
Special Permission:	Amplified Music/Extended Road Closure – Yes **Music until 12:00am on Friday, November 26, 2021 **Music until 12:00am on Saturday, November 27, 2021 **Music until 10:00pm on Sunday, November 28, 2021
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200 Reschedule from 2020 due to COVID *The event organizer has requested a special exemption to allow music for this event after the ordinance on the following days... **Music until 12:00am on Friday, November 26, 2021 **Music until 12:00am on Saturday, November 27, 2021 **Music until 10:00pm on Sunday, November 28, 2021

Resource Impact

There is no fiscal impact related to this agreement. Revenue related to these agreements were collected in FY20, however the events were postponed due to COVID19.

Strategic Connections

This item is a 2021 Top Commission Priority, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Public Places Focus Area
- Goal 3: Building a healthy and engaging community
- Objective: Offer a diverse range of recreational and educational programming

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 – Commission Memo 19-076

Exhibit 2 – Friendsgiving Weekend Get Together Application

Exhibit 2a – Friendsgiving Weekend Get Together Site Plan

Exhibit 2b – Friendsgiving Weekend Get Together Agreement

Exhibit 3 – November 2021 Special Events Calendar

Prepared by: Brittany Henry, Special Events Coordinator, Parks and Recreation Department

Department Director: Phil Thornburg, Parks and Recreation Department



CITY OF FORT LAUDERDALE
SPECIAL EVENT APPLICATION

REC-SE-19120005

Date Application Received: 12/30/2019

Total Application Fee Paid: 200.00

Staff Initials:

PBH

Submit a **COMPLETED APPLICATION**, SITE PLAN, and SITE PLAN NARRATIVE either via e-mail by using the City of Fort Lauderdale Lauderbuild website. Please make sure all sections are completed and all pages are initialed by the applicant. Incomplete applications will not be accepted and will be returned to the applicant. After your application and fee is submitted, you will be contacted to meet with the Special Events team to review:

1. Facility / Location Requested
2. Compliance with City Ordinances
3. Special permit required
4. Other Charges for City services
5. Security Requirements
6. Environmental issues / effects on surrounding areas

\$200 (non-refundable) Fee must accompany completed application

Late applications must be **approved by City Manager or designee and pay \$1,000 fee**

\$500/day security deposit required for events held on public property or public right-of-way in the Riverwalk District

Applications Due:

Minor Event: Minimum of 60 days prior to event

Intermediate Event: Minimum of 120 days prior to event

PART I: EVENT REQUEST

Event Name: ~~St. Paddy's Block Party~~ **Friendsgiving Weekend Get Together**

Purpose of Event: Fundraiser Awareness Recreation Other Description: Entertainment

YES

Type of Event

Expected Maximum Attendance: 600

Expected Sustained Attendance: 200

Has this event been held in the past? Yes

If Yes, List past dates, locations, and attendance: Sat 11-2-19 - 200 Sat 3-2-19 - 150

Detailed Description

AMSO Block Party to celebrate ~~St. Patrick's day~~ **Thanksgiving** on SE 8th ~~street~~ **Avenue**, just North of Las Olas Blvd. Street Closure requested between Las Olas Blvd and service road behind Las Olas businesses. Temporary bar set up and limited food and beverage service by our staff and kitchen.

Location: Requesting a permit to serve a limited food and beverage menu on SE 8th street, North of Las Olas Blvd, directly adjacent to the restaurant. **American Social (721 Las Olas Blvd)**

Is your event directly on the sand? **No**

PART II: APPLICANT

Organization Name American Social, **Inc.**

Name of Authorized Signatory: ~~Danielle Williams~~

Address: 721 E Las Olas Ave, Fort Lauderdale FL 33301

E-Mail Address: Danielle@amsobar.com

Phone: 3863835172

Federal ID:

Event Coordinator Name: American Social / Danielle Williams / **Ray Couture**

E-Mail Address: Danielle@amsobar.com

Phone: 3863835172 (Danielle)
518-290-4696 (Ray)

Event Production Company Name: /

E-Mail Address:

Phone:

PART III: EVENT INFORMATION

All City permits must be obtained through the City's Department of Sustainable Development (DSD) Building Services Division using the Building Permit Form. Apply and pay for the permits at least thirty (30) days before the event. Contact the DSD Building Services Division (954) 828-5191 with any questions.

Admission / Registration No If so, how much:

Alcohol for Sale Yes **Alcohol for Free** No

If Yes, how will the beverages be controlled and served? (Draft truck, bartender, beer tub, etc.)
Bartenders, Portable bar and beer tubs

*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability insurance thirty (30) days before the event

Amusement Rides No

If yes, name and contact of company:

What types of rides are you planning?

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

Electricity No

Company: Electric Company License #:

Name of Electrician: Phone:

Entertainment No

If yes, what type of entertainment will be there? Any notable performers?

Fencing or Barricades No

*Include proposed fences in your Site Plan and Narrative

Fireworks and Flame Effects No

Name and Contact Company conducting the show:

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

Food Vendors No

* State Health Department Tara Palmer at (954) 397-9366 must be notified ten (10) days prior to event. All Food Vendors must be inspected by the Fire Rescue Department Capt. Bruce Strandhagan 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 as a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours will cost \$75 per hour.

Music Yes

If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, etc.)

DJ Music

List the type of equipment you will use: DJ Equipment

Days and times music will be played: Friday, November 26, 2020 6:00pm - 12:00am
Saturday, November 27, 2020 12:00pm - 12:00am
Sunday, November 28, 2020 12:00pm - 10:00pm

How close is the event to the nearest residence? 1/4 Mile

Soundproofing equipment? No

Parking Impact No If Yes: Lot Location(s):

Road Closings Yes If Yes, define closure: SE 8th ^{Ave} Street, just North of Las Olas Blvd up to the alleyway.

* There will be full access to the East and West

* There will be full access to parking lots

Bridge Closings If Yes, location, date(s), and time(s)

Friday, November 26, 2021 (8:00am) until Sunday, November 28, 2021 (12:00am)

*Events that impact Andrews Ave. and 3rd Ave. must be approved by Broward County Highway Construction and Engineering Division. Call (954) 577-4571. Also, closing a bridge requires submitting the United States Coast Guard Issued Bridge Closure Approval Letter with the application to the Special Events Director for each agency affected BEFORE the Commission will vote on it.

Sanitation and Waste

Will the event encourage Recycling and Sustainability?

Sanitation Company: Contact: Phone:

All grounds must be cleaned up immediately after completion of event or you will be subject to fees. You are responsible for securing recycling facilities.

Security / Police Both

Who is your Police contact for officers and security planning?

Name: Jim Hayes Phone: 248-379-0514

Security Company: Bishop Enterprise Contact: Marvel Bishop Phone: 305-439-0028

Tents or Canopies Yes

No penetration of ground spike is allowed. All structures must be water-weighted. Tents larger than 10x10 require a permit.

Quantity and size of each? (6) 10x10

Tent Company: American Social (we own) Tent Permit Number: N/A

Toilets

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

Toilet Company: Phone:

Transportation Plan No

*Any events larger than 5,000 people must have an approved Transportation Plan. If you have parking questions call (954) 828-3771

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. The hourly rate and costs for services will be quoted on the 'Cost Estimate' worksheet developed at the meeting and provided to the organizer. The cost may change after the 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 cancelled, then a representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

Fire Prevention Service required? YES Emergency Services required? YES

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 with the Department of Sustainable Development (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. All other payments for services will be invoiced to the event coordinator and must be paid within thirty (30) days. For questions, call the Fire Department at (954) 828-6370

On-Site Contact Name and Phone: Ray Couture 518-290-4696

Danielle Williams

386-383-5172 **Police service required? YES**

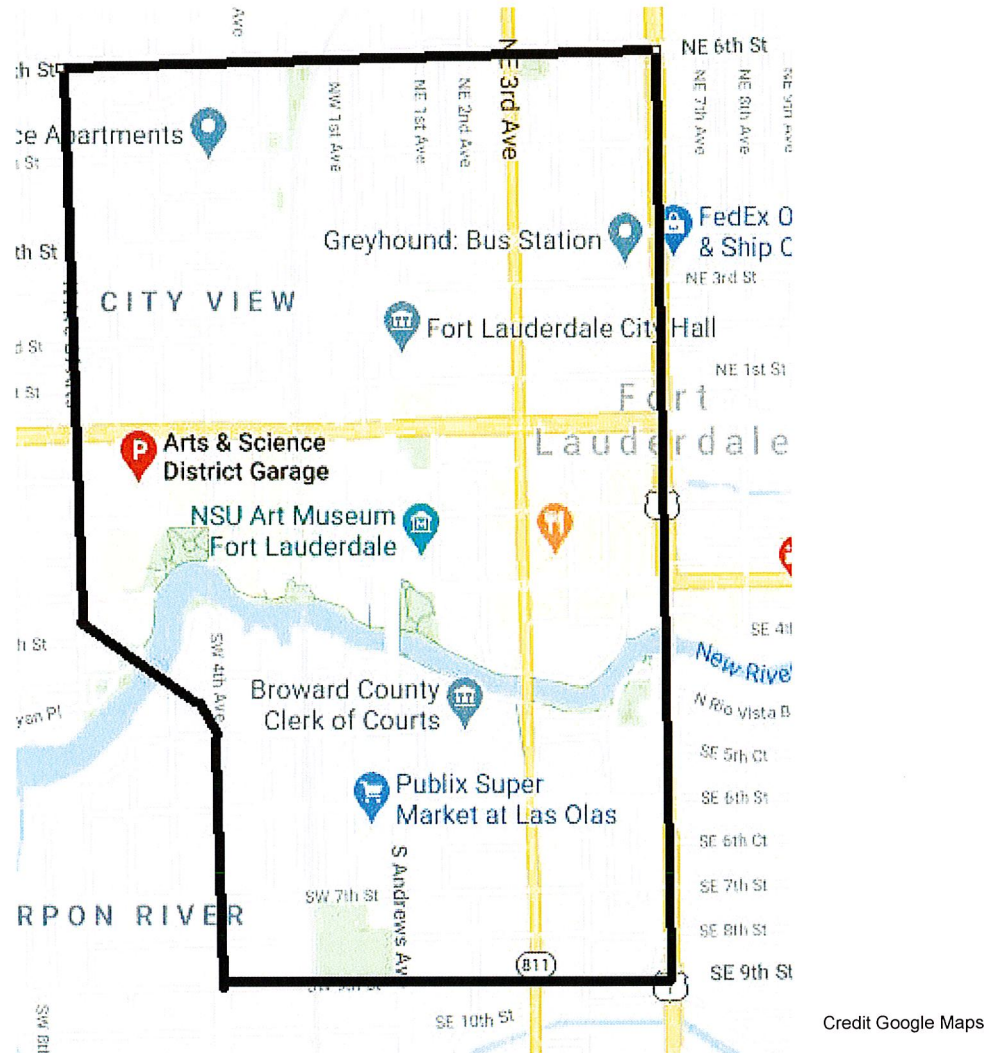
Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type and weather. Depending on your event, it may be possible to supplement some of the City police services with a private third-party security company IF their security 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. will oversee all outdoor events held within the Riverwalk District. This includes use of Esplanade Park, Huizenga Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park, and Laura Ward Plaza. The RiverWalk District is outlined below

After your application submission, please contact the Riverwalk Parks Operations representative at (954) 468-1541, ext 205



SUBMISSION REQUIREMENTS

ALL EVENTS: Submitted Site Plan and Narrative: CHECKED

Closed Roads: Maintenance and of Traffic Plan

+5,000 People: Transportation Plan

Security Needs: Security Plan

Riverwalk District Events: Security Deposit - Made payable to Riverwalk Fort Lauderdale Inc. for events held in on public property in the Riverwalk District and a second COI made to Riverwalk Fort Lauderdale, Inc.

DEFINITIONS

Minor Events: Events with a sustained attendance level of under 501 persons, has no road closures, and no music exemptions. These events do not require administrative or City Commission approval.

Intermediate Events: Events with a sustained attendance level under 501 persons with a road closure and/or music exemption, or a sustained attendance between 501 and 5,000 persons. These events require City Commission Approval.

Legacy Events: Events with over two (2) years history in good standing

Major Events: Events with a sustained attendance of over 5,000 persons. These events require City Commission Approval.

10/8/2021

<u>Setup/Event/Teardown</u>	<u>Information / Date / Time</u>
Alcohol	No
Attendance	20
Begin Time	6 am 8:00am
End Time	4pm 6:00pm
Date	03/13/2020 11/26/21
Day of Week	Friday
Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas & SE 2nd Ct
Type	Setup
Music Being Played?	No

Alcohol	Yes
Attendance	200
Begin Time	4 pm 6:00pm
End Time	12 am
Date	03/14/2020
Date	03/13/2020 11/26/21
Day of Week	Friday
Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas & SE 2nd Ct
Type	Event
Music being played?	Yes

Alcohol	Yes
Attendance	200
Begin Time	11 am 12:00pm
End Time	12 am
Date	03/15/2020
Date	03/14/2020 11/27/21
Day of Week	Saturday
Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas & SE 2nd Ct
Type	Event
Music being played?	Yes

Alcohol	Yes
Attendance	200
Begin Time	11 am 12:00pm
End Time	12 am 10:00pm
Date	03/16/2020
Date	03/15/2020 11/28/21
Day of Week	Sunday

Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas and SE 2nd ct
Type	Event
Music being played?	Yes

Alcohol	No
Attendance	20
Begin Time	10 pm
Date	03/15/2020 11/28/21
Day of Week	Sunday
End Time	6 am 2:00am (on Monday 11/29)
Music being played?	No
Type	Breakdown

**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, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "City",

and

AMERICAN SOCIAL, INC., a Florida Profit Corporation, with its principal address at 1401 E Broward Blvd., Suite 305, Fort Lauderdale, FL 33301, and is 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 November 2, 2021, 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 "**FRIENDSGIVING WEEKEND GET TOGETHER**" event outdoors (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 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 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:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability 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.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. 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 Statute.

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 named 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, a Florida municipal corporation, its officials, employees, or volunteers 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. Audit Right and Retention of Records.

City shall have the right to audit the books, records, and accounts of Applicant and Applicant's subcontractors that are related to this Agreement. Applicant shall keep and Applicant shall cause Applicant's subcontractors to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Applicant and Applicant's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Applicant or Applicant's subcontractors, as applicable, shall make same available at no cost to the City.

Applicant and Applicant's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida all financial records, supporting documents, statistical reports, and any other documents pertinent to this Agreement for the required retention period as prescribed in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law. **IF APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA**

33301, PHONE: 954-828-5002,
PRRCONTRACT@FORTLAUDERDALE.GOV.

EMAIL:

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: Christopher J. Lagerbloom, ICMA-CM
 City Manager
 City Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

With a copy to: Alain Boileau
 City Attorney
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

AS TO APPLICANT: American Social, Inc.
 ATTN: Richard Mijares
 1401 E Broward Blvd.,
 Suite 305,
 Fort Lauderdale, FL 33301

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 Article 768.28, Florida Statutes.

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.

[REMAINDER OF PAGE 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

JEFFREY A. MODARELLI
City Clerk

CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

Approved as to form:
ALAIN E. BOILEAU, City Attorney

Patricia SaintVil-Joseph
Assistant City Attorney

APPLICANT/SPONSOR

AMERICAN SOCIAL, INC., a Florida Profit Corporation

Richard Mijares, President

CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Richard Mijares as President of **AMERICAN SOCIAL, INC.**, a Florida Profit Corporation.

(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: American Social, Inc.

Event Name: Friendsgiving Weekend Get Together

Date/Time: Friday, November 26, 2021 (6:00pm – 12:00am)
Saturday, November 27, 2021 (12:00pm – 12:00m)
Sunday, November 28, 2021 (12:00pm – 10:00pm)

Location: American Social
(721 Las Olas Blvd, Fort Lauderdale, FL 33301)

Set Up Date/Time: Friday, November 26, 2021 (8:00am – 6:00pm)

Breakdown Date/Time: Sunday, November 28, 2021 (10:00pm – 2:00am)

Road Closing: Yes – Full Road Closure
SE 8th ~~Street~~ ^{Avenue} from Las Olas Blvd to Alleyway.
Friday, November 26, 2021 (8:00am) until Sunday,
November 28, 2021 (12:00am)

Alcohol: Yes

Amplified Music: Yes
Friday, November 26, 2021 (6:00pm – 12:00am)
Saturday, November 27, 2021 (12:00pm – 12:00am)
Sunday, November 28, 2021 (12:00pm – 10:00pm)

Special Permission: Amplified Music/Extended Road Closure – **Yes**
**Music until 12:00am on Friday, November 26, 2021
**Music until 12:00am on Saturday, November 27, 2021
**Music until 10:00pm on Sunday, November 28, 2021

Insurance Required: Yes

Banners: No

Pending Code Violations: No

Application Fee: \$200 Reschedule from 2020 due to COVID

Beach Usage Fee: N/A

EXHIBIT 2

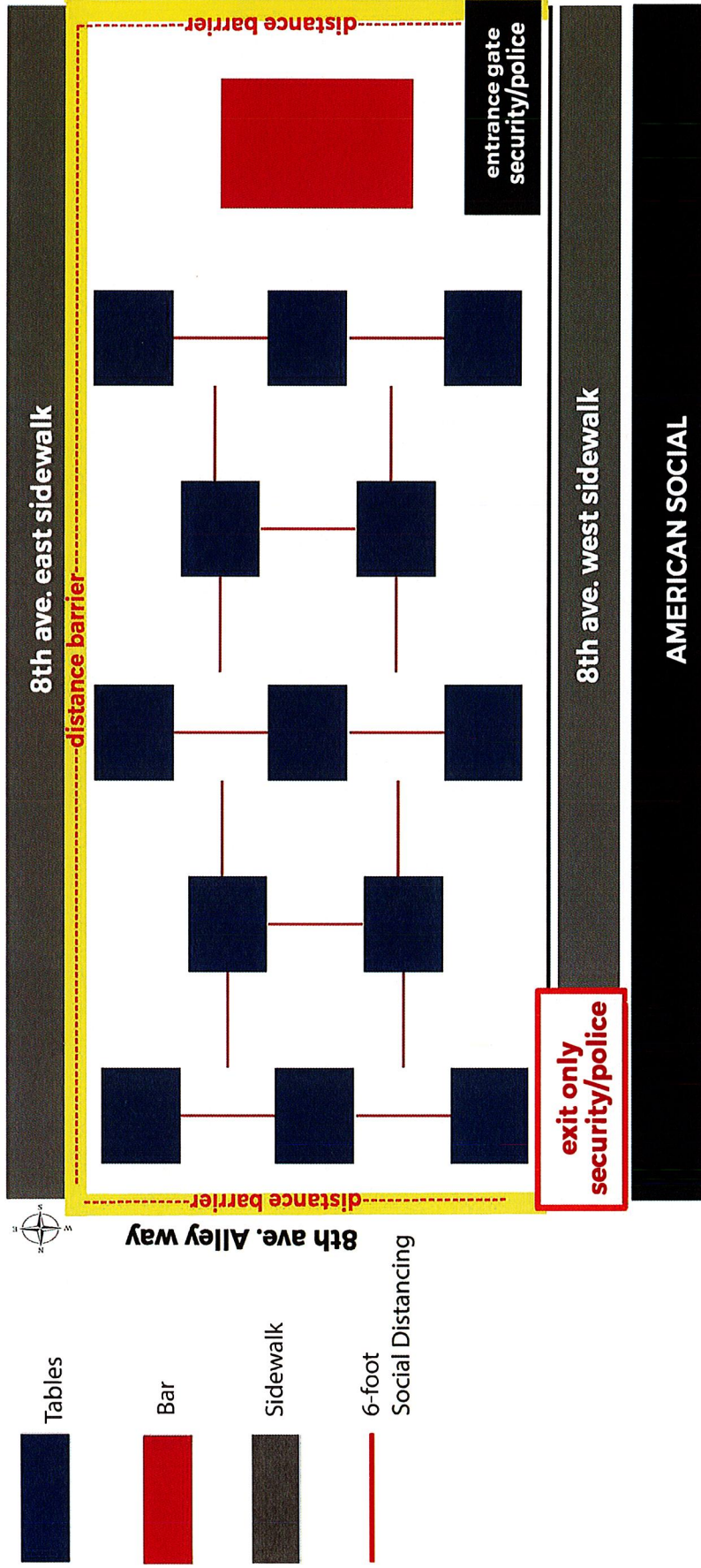


AMERICAN SOCIAL

BAR & KITCHEN

FRIENDSGIVING BLOCK PARTY FLOOR PLAN

AREA USED: 30 FT. WIDTH EAST TO WEST
75 FT. LENGTH NORTH TO SOUTH



LAS OLAS BLVD. CROSS WALK & STREET TRAFFIC

